



**REQUEST FOR PROPOSALS**

**ON-CALL GENERAL  
CONSTRUCTION**

CONTRACT NO: 201525269

December 2015

**HENSEL PHELPS CONSTRUCTION CO.**

**DEPARTMENT OF AVIATION**

**City & County of Denver**

Kim Day, Chief Executive Officer

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

**VOLUME 2:**

**DIVISION 1: GENERAL REQUIREMENTS**

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF AVIATION - DENVER INTERNATIONAL AIRPORT  
ON-CALL GENERAL CONSTRUCTION  
CONTRACT NO. 201525269**

**NOTICE OF INVITATION FOR PROPOSALS**

Denver, Colorado

December 28, 2015

The Department of Aviation, City and county of Denver, has issued an Invitation for Proposals for the construction project named above. Complete contract documents, including specifications, are available on the DIA Contract Procurement website at <http://business.flydenver.com/bizops/bids.asp> beginning December 28, 2015.

**SEALED PROPOSALS** will be received no later than **2:00 P.M., Local Time, Tuesday, February 2, 2016** and delivered to Amy Kuchno, Room 8810, Airport Office Building (AOB), Denver International Airport, 8500 Peña Blvd., Denver, CO 80249-6340 and accessed by the Concourse A Walking Bridge. Respondents should submit the six (6) proposals in Adobe format on separate media (i.e. USB Flash Drive, Compact Disc, etc.) indicating the Contract number, Contract name and respondents organization.

**A PRE-PROPOSAL CONFERENCE** will be held at **2:00 PM, Tuesday, January 12, 2016**, in the triple wide trailer, located within the DIA South Campus at 7128 North Trussville Street, Unit A, Denver, CO 80249 (F.K.A. 27301 E. 71st Ave, Unit #2).

**GENERAL STATEMENT OF WORK:** The project consists of an ON-CALL GENERAL CONSTRUCTION contract to provide on-call construction services for various projects at the Denver International Airport. The scopes of these projects vary widely. A general contract is needed to lead each of these projects and coordinate all the construction activities. The types of projects could include, but not limited to, gate expansion, office remodel, concourse renovation, interior finishes, structural repairs, apron concrete repair and paving, gate relocation, etc. Projects will be incorporated into the contract through task orders. Performance time will be established per task within a three (3) year period, or until the maximum authorized contract amount is reached, whichever occurs first. The City may issue multiple contracts based on this RFP.

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

**MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:** Pursuant to Article III, Division 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, the Project goal of **30% M/WBE** must be met with certified participants, or through the demonstration of a sufficient good faith effort. For compliance with good faith requirements, the M/WBE percentage solicitation level required for this project is 100%.

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

Published in the Daily Journal December 28, 29, and 30, 2015

## **INSTRUCTIONS TO PROPOSERS**

### **IP-1 INSTRUCTIONS TO PROPOSERS**

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

### **IP-2 SUBMISSION OF PROPOSALS**

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

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

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

If Sensitive Security Information ("SSI") will be provided to potential proposers prior to award of the Contract, each proposer shall be required to comply with Department of Aviation, Standard Policies and Procedures No. 6003, "Contractor Protection of Sensitive Security Information," or its successor. A copy of this Policies and Procedures document will be provided with the Proposal Documents, or upon request by the Department of Aviation, Business Management Services Office. Each proposer shall submit one (1) original and one (1) copy of the following, completed and executed in accordance with the Contract Documents:

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

### **IP-3 COMPLETING AND SIGNING PROPOSAL FORMS**

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

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

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

### **IP-4 UNACCEPTABLE PROPOSALS**

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

### **IP-5 ONLY ONE PROPOSAL ACCEPTED**

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

### **IP-6 CONSIDERATION OF PROPOSALS**

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



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

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

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

#### **IP-7 INFORMAL AND UNBALANCED PROPOSALS**

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

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

**IP-8 EVALUATION FACTORS FOR AWARD**

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

- |  |                             |                    |
|--|-----------------------------|--------------------|
| <b>(1) Experience/Past Performance</b> | <b>Three Page Limit</b>     | <b>Weight: 20%</b> |
| <b>(2) Airport Experience</b>          | <b>Three Page Limit</b>     | <b>Weight: 20%</b> |
| <b>(3) Key Personnel</b>               | <b>Two Page Limit</b>       | <b>Weight: 5%</b>  |
| <b>(4) Quality Control Plan</b>        | <b>Two Page Limit</b>       | <b>Weight: 15%</b> |
| <b>(5) BIM and Scheduling</b>          | <b>Three Page Limit</b>     | <b>Weight: 15%</b> |
| <b>(6) Diversity &amp; Inclusivity</b> | <b>Use CCD Form</b>         | <b>Weight: 5%</b>  |
| <b>(7) Rates and Markups</b>           | <b>Use Two Page Form</b>    | <b>Weight: 20%</b> |
|  | <b>And Exhibits K and L</b> |                    |

**DESCRIPTIONS of EVALUATION FACTORS**

**(1) Experience/Past Performance**

Proposals that demonstrate in-depth and long-term experience in the type of on-call work of this contract will receive more points than those with only occasional experience in this work. The proposer’s experience with meeting projected schedules, with managing costs, with solving problems, with making repairs during the warranty period and with the ability to satisfy previous customers will contribute to the final score. Points will also be awarded for up to three projects submitted as experience which were performed for federal, state or local governmental agencies, private companies or organizations which the proposers believes will demonstrate its ability to perform under the terms and conditions of this contract. Accuracy of information provided and conformance to the proposal requirements may also affect the final score.

**(2) Airport Experience**

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

**(3) Key Personnel Requirements**

The three key contractor personnel listed below will be evaluated based on the individual’s construction experience and/or education. Length of experience, diversity of relevant experience, specific in-depth experience with the wide range of products and techniques used in the specialized work of this contract, a range of experience with site utilities, building lighting, HVAC, plumbing and fire alarm systems will be some of the criteria used for evaluation of the personnel.

**(4) Quality Control Plan**

The successful implementation of a quality control plan is a contract requirement for all tasks. The evaluation will consider effectiveness of Proposers plan. Unnecessarily elaborate and perceived inefficient and/or ineffective plans will receive lower scores in the evaluation.

**(5) BIM and Scheduling**

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

**(6) Diversity and Inclusivity in City Solicitations**

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

**(7) Schedule of Rates and Markups**

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

**SCORING OF EVALUATION FACTORS**

The City's Selection Committee will review and evaluate the written proposals based upon the Proposer's qualifications as defined in IP-8. The City may notify the highest ranked proposer or establish a Short List of Proposers. Each Short Listed Proposer will be sent an invitation for an interactive interview that may include situational based question or questions.

If a short list is produced, requirements for the interview will be released at that time. If interviews are held, the response will be 25% of the selection and the interview will

account for 75% of the selection.

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

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

#### **IP-9 NOTICE TO SELECTED PROPOSER - EXECUTION OF CONTRACT**

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

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

#### **IP-10 QUANTITIES**

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

#### **IP-11 CONTRACTOR'S BULLETIN BOARD**

It shall be conclusively presumed that the Proposer did, before submitting a Proposal, read all addenda, posted decisions, and other information items relevant to the Proposal which appeared on the Contractor's Bulletin Board.

The Contractor's Bulletin Board is located at Denver International Airport, 8500 Peña Blvd., Denver, CO 80249-6340, on the wall south of the entrance to the Airport Office Building (AOB). The AOB entrance is reached by way of the corridor leading to Concourse A from the North end of the Terminal on Level 6, and is located west of the Concourse A security screening area. The AOB entrance and the Contractor's Bulletin Board are both located outside the security screening area.

## **IP-12 INTERPRETATION OF PROPOSAL DOCUMENTS**

During the Proposal period, Proposers shall request, in writing, clarification or interpretation of any apparent errors or omissions in the contract documents, any apparent inconsistencies between different provisions of the contract documents, or any other point in the contract documents which the Proposer believes requires clarification or interpretation by the City. Any such request must be submitted in writing by email to [contract.procurement@flydenver.com](mailto:contract.procurement@flydenver.com), must have the words "Request for Clarification" and "Contract No. 201525269" in the email subject line, and must be received not later than ten (10) calendar days before the date and time set for receipt of Proposals. For purposes of the contract, it shall be conclusively presumed that prior to proposing, the Proposer requested clarification or interpretation of any apparent errors, inconsistencies, or other point in the contract documents believed to require clarification or interpretation, and has waived the right to later claim extra payment or time extensions on account of any such error.

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

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

## **IP-13 WITHDRAWAL OF PROPOSAL**

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

## **IP-14 SUBCONTRACTOR LISTS IN PROPOSAL**

For the purposes of this RFP, no subcontractor list is required.

## **IP-15 TAXES**

1. General. Proposers are referred to the General Conditions, G.C. 323, as to taxes to which they may be subject in performing the Work under this contract, including but not limited to sales and use taxes and the Denver Occupational

Privilege Tax. The following instructions are to be considered along with the General Conditions and not in lieu of them.

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

#### **IP-16 NONDISCRIMINATION IN THE AWARD OF CITY CONTRACTS**

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

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

This Contract is subject to all applicable provisions of Article III Divisions 1 and 3 of Chapter 28 of the DRMC (the “M/WBE Ordinance”) and any Rules or Regulations promulgated pursuant thereto.

In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of thirty percent (30%) established for this Project, utilizing properly certified M/WBE subcontractors and suppliers. The Goal must be met with certified participants as set forth in Section 28-55, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-67, D.R.M.C. For compliance with good faith effort requirements under Section 28-62(b)(2), the percentage solicitation level required for this project is 100%.

The Contractor identified in its Proposal MBE and/or WBE firms with which it intends to subcontract for services under this Agreement.

In accordance with Section 28-60(b) and Rules and Regulations promulgated pursuant thereto, the Director has authorized the utilization of a compliance plan to address the Goal for this Project. Therefore, at the time of proposal submittal, the contractor must include in their proposal only the Commitment Page which is included within this RFP. Letters of intent nor a compliance plan are required to be submitted with the proposal. The Contractor, when notified by DSBO, will prepare and present for review and approval of the Director a compliance plan for meeting the requirements of the M/WBE Ordinance. At a minimum, the proposed compliance plan shall comply with all requirements of the Rules and Regulations pertaining to such plans and shall be approved in writing by the Director. Upon such approval, the plan is hereby incorporated into this Contract by reference and may also be included as an Exhibit. Furthermore, the contractor will be required to submit letters of intent throughout the course of the project.

Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Section 28-72 DRMC, to meet and maintain throughout the duration of this Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the Ordinance 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, DRMC. 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 Contract.

The proposer understands that if change orders or any other contract modifications are issued under the contract, the proposer shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in Section 28-73 of the Ordinance, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

The proposer understands that if change orders or other contract modifications are issued under the contract, that include an increase in scope of work of a contract for construction, reconstruction, or remodeling, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MBE/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors or by the contractor shall be subject to a goal for MBE/WBEs equal to the original goal on the contract which was included in the proposal. The contractor shall satisfy such goal with

respect to such changed scope of work by soliciting new MBE/WBEs in accordance with Section 28-73 of the Ordinance as applicable, or the contractor must show each element of modified good faith set out in Section 28-75 (c) of the Ordinance. The contractor or consultant shall supply to the director the documentation described in Section 28-75 (c) of the Ordinance with respect to the increased dollar value of the contract.

All proposers are charged with knowledge of and are solely responsible for complying with each and every provision of the Ordinance in making a 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 Ordinance. These instructions are intended only to generally assist the proposer in preparing and submitting a compliant bid. Should any questions arise regarding specific circumstances, proposers must consult the Ordinance or contact the Project's designated DSBO representative at (303) 342-2180.

#### **IP-18 DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS**

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

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

#### **IP-19 WAGE RATE REQUIREMENTS**

Pursuant to Section 20-76 of the Revised Municipal Code, the Proposer selected to perform this contract shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at the time of payment, computed



wage rates not less than those shown on the current prevailing wage rate schedule included in the contract Proposal documents and any addenda thereto. If the City's Career Service Board issues a modification to those wage rates more than ten (10) days prior to the scheduled Proposal submission, those modifications will be published in an addendum issued by the City to all prospective Proposers. The City may, in its sole discretion, determine on a case-by-case basis whether wage rate modifications issued by the Career Service Board ten (10) days or less before the Proposal opening will be included in an addendum. If they are included in an addendum, the City may, in its sole discretion, elect to postpone the date of Proposal opening.

If the term of the contract extends for more than one year, the minimum City prevailing wage rates which contractors and subcontractors shall pay during any subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of the contract which begins such subsequent period. In no event shall any increases in prevailing wages after the first anniversary of the contract result in any increased liability on the part of the City and the possibility and risk of any such increase is assumed by all contractors entering into such contract with the City.

#### **IP-20 CONSTRUCTION SCHEDULING**

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

#### **IP-21 EQUAL EMPLOYMENT OPPORTUNITY**

1. Article III, Division 2 of Chapter 28 applies to this contract. It is the policy of the City to provide equal opportunity in employment without regard to race, color, creed, sex, national origin, religion, marital status, or political opinion or affiliation. It is hereby deemed and declared to be for the public welfare and in the best interest of the City to require Proposers, contractors and subcontractors soliciting and receiving, directly or indirectly, compensation from or through the City, for the performance of such contracts, to meet certain affirmative action and equal employment opportunity requirements. Additionally, contractors and subcontractors that hold any contracts which are federally-assisted shall be required to adhere to the Department of Labor's Contract Compliance program under Executive Order 11246 as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60-4.
2. After the Notice to Selected Proposer has been issued, the Selected Proposer shall submit the following to the Small Business Opportunity Division:
  - (a) A statement that the Proposer shall implement the affirmative action steps set forth in the Rules and Regulations and Proposal Conditions of the Manager of Public Works pertaining to Equal Employment Opportunity, attached hereto, or the Proposer's affirmative action plan which meets these requirements, and

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

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

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

**IP-23 INSURANCE REQUIREMENTS**

In preparing its Bid, the Bidders shall assure that insurance requirements contained in the Contract Documents are met. In accordance with the provisions of General Contract Condition 1601, INSURANCE, the minimum insurance requirements for this Contract are set forth in the form **CITY AND COUNTY OF DENVER INSURANCE CERTIFICATE** contained in the Special Conditions Section of the Contract Documents. Bidders are urged to consider in preparing a bid hereunder that the Contractor and all subcontractors performing Work on the Project must comply with each condition, requirement or specification set forth in the form certificate, unless such requirements are specifically excepted in writing by the City's Risk Management Administrator. The Contractor must either include all subcontractors performing work hereunder as insureds under each required policy or obtain a separate certificate for each subcontractor. The City reserves the right to request copies of these certificates at any time.

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

## **IP-24 EVALUATION OF QUALIFICATIONS**

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

## **IP-25 INVOICING**

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

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

## **IP-26 PROJECT CONTROLS REQUIREMENTS**

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

**SAMPLE PROPOSAL SCORESHEET  
(FOR INFORMATION ONLY)**

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

Agreement Number: \_\_\_\_\_

Proposer: \_\_\_\_\_

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

**RATING FACTORS**

- 5 – Excellent
- 4 – Above Average
- 3 – Average
- 2 – Below Average
- 1 – Poor
- 0 – Non Responsive

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

Elements of the proposals which scorers should consider are as follows:	WEIGHT FACTOR	RATING FACTOR (0-5)	SCORE
(1) Experience/Past Performance	20%		
(2) Airport Experience	20%		
(3) Key Personnel	5%		
(4) Quality Control	15%		
(5) BIM and Scheduling	15%		
(6) Diversity & Inclusivity	5%		
(7) Rates and Markups	20%		
<b>TOTAL SCORE</b>			

**END OF THIS SECTION**

# PREVAILING WAGES

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



**DENVER**  
THE MILE HIGH CITY

**Office of Human Resources**  
Denver's Human Resource Agency

201 W. Colfax, Department 412  
Denver, CO 80202  
p: 720.913.5751  
f: 720.913.5720  
[www.denvergov.org/csa](http://www.denvergov.org/csa)

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Alena Duran, Associate Human Resources Professional  
DATE: Friday October 23, 2015  
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The attached Prevailing Wage Schedule is effective as of **Friday October 16, 2015** 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. CO150030  
Superseded General Decision No. CO150004  
Modification No.0  
Publication Date: 10/09/2015  
(4 pages)

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

For questions call (720) 913-5018

Attachments as listed above.

General Decision Number: CO150030 10/09/2015 CO30

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: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	10/09/2015

ASBE0028-002 10/01/2012

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 28.98	13.03

-----  
CARP0055-002 05/01/2015

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 25.00	6.19

-----  
CARP1607-001 06/01/2015

	Rates	Fringes
MILLWRIGHT.....	\$ 31.00	11.88

-----  
ELEC0068-012 06/01/2014

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 32.65	12.70

-----  
ELEV0025-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 40.68	28.385+a+b

FOOTNOTE:

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

-----  
 ENGI0009-017 10/23/2013

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

-----  
 IRON0024-009 06/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 25.05	11.14

-----  
 IRON0024-010 06/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.05	11.14

-----  
 PAIN0079-006 03/01/2015

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 19.45	6.91

-----  
 PAIN0079-007 03/01/2015

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 20.15	6.91

-----  
 PAIN0419-001 07/01/2015

	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 16.70	10.09



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PAIN0930-002 07/01/2015		
	Rates	Fringes
GLAZIER.....	\$ 30.52	8.12
-----		
PLUM0003-009 06/01/2015		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 36.93	13.10
-----		
PLUM0208-008 07/01/2013		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 33.35	12.27
-----		
SFCO0669-002 04/01/2015		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.43	19.09
-----		
SHEE0009-004 07/01/2015		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 32.85	14.63
-----		
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)**  
**Supp #101, Date: 11-19-2015**

<b><u>Classification</u></b>		<b><u>Base</u></b>	<b><u>Fringe</u></b>
Boilermakers		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Paper Hanger		\$20.15	\$6.91
Power Equipment Operators (Concrete Mixers):			
	Less than 1 yd	\$23.67	\$10.67
	1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loaders over 6 cu yd	\$23.82	\$10.68
	Oilers	\$22.97	\$10.70
Plasters		\$24.60	\$12.11
Plaster Tenders		\$10.79	-
Laborers: Concrete Saw		\$13.89	-
Tile Setter-Tile Finisher-Floor Grinder-Base Grinder		\$20.24	\$8.14
Power Equipment Operators:			
	Loader up to and incl 6 cu yd	\$23.67	\$10.67
	Motor Grader	\$23.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Drivers (Dump Trucks):	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

- Caulkers—Receive rate prescribed for craft performing operation to which caulking is incidental .i.e. glazier, painter, brick layer, cement mason.
- Use the “Carpenters, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation” rates published by the Federal Davis-Bacon rates for batt insulation, pre-stress concrete and tilt up concrete walls.
- Use the “Laborer—Common”, for General Housekeeping, Demolition, Final Cleanup and Indoor Fence Installer.
- Cleanup incidental to the craft performing work can’t be classified as Laborer-Common.
- See Denver City Auditor’s Office Prevailing Wage Clarification of Determinations 2015 Prevailing Wage Section Clarification of Determinations for list of complete classification uses at [Denvergov.org/Auditor](http://Denvergov.org/Auditor).



**DENVER**  
THE MILE HIGH CITY

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Alena Duran, OHR Compensation and Classification  
DATE: December 4, 2015  
SUBJECT: Latest Update to Prevailing Wage Schedules

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

Modification No. 121  
Publication Date: 12-4-15  
(14 pages)

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

Questions call (720) 913-5726.

Attachments as listed above.

## APPLIANCE MECHANIC

Last Revision: 02-19-2009

Effective: 02-19-2009

Classification:	<u>Base Wage</u>	<u>Fringes</u>
<b>Appliance Mechanic</b>	\$22.34/hour	\$5.82/hour

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

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

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

## BAGGAGE HANDLING SYSTEM MAINTENANCE

Last Revision: 10-9-2014

Effective: 10-22-2015

Classification:	<u>Base Wage</u>	<u>Fringes</u>
<b>Entry-Support Mechanic</b>	\$15.26/hour	\$6.03/hour
<b>Machinery Maintenance Mechanic</b>	\$19.33/hour	\$6.50/hour
<b>Controls System Technician</b>	\$24.90/hour	\$7.14/hour

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

### **Entry Support Mechanic**

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

### **Machinery Maintenance Mechanic**

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

### **Controls System Technician**

Performs a variety of functions such as installation, maintenance, and repair of devices which control and are controlled by the baggage handling system and related equipment. Such devices include, but are not

limited to, personal computers, programmable logic controllers and peripherals, motor control panels, photoelectric sensors, sync-pulse tachometers, laser and RF readers, linear induction motors and servo-drives. Troubleshoots and repairs all control system and electrical failures by applying comprehensive technical knowledge to solve problems by interpreting manufacturer manuals or similar documents. Work requires familiarity with the interrelationships of electro-mechanical devices.

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

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

### **BUILDING ENGINEER**

Last Revision: 09-05-2013  
Effective: 07-17-2014

Classification:	<b><u>Base Wage</u></b>	<b><u>Fringes</u></b>
<b>Building Engineer</b>	\$29.14/hour	\$7.17/hour

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

### **FUEL HANDLER SERIES**

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

Classification:	<b><u>Base Wage</u></b>	<b><u>Fringes</u></b>
<b>Fuel Distribution System Operator</b>	\$18.97/hour	\$6.46/hour
<b>Lead Fuel Distribution System Operator</b>	\$19.83/hour	\$6.56 /hour
<b>Fuel Distribution System Mechanic</b>	\$23.46/hour	\$6.98/hour
<b>Lead Fuel Distribution System Mechanic</b>	\$24.53/hour	\$7.10/hour

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

#### **Fuel Distribution System Operator:**

Receives, stores, transfers, and issues fuel. Performs various testing procedures and documentation on fuel samples. Gauges tanks for water, temperature and fuel levels. Performs temperature and gravity testing for correct weight of fuel. Checks pumping systems for correct operating pressure or unusual noises. Inspects fuel receiving, storage, and distribution facilities to detect leakage, corrosion, faulty fittings,

and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Operates a 24-hour control center; operates various computer equipments to determine potential equipment failure, leak and cathodic protection systems, pump failure, and emergency fuel shutoff systems. Monitors quality of fuel and drains excess condensation from fuel sumps and underground fuel pits. Inspects fuel tank farm for such items as leaks, low pressure, and unauthorized personnel. Performs general housekeeping and grounds maintenance for terminal, pipeline and dock areas, including fuel pits and valve vault cleaning and pump out activities. May connect lines, grounding wires, and loading and off loading arms of hoses to pipelines. May assist Fuel Distribution System Mechanics by preparing work areas. Maintains record of inspections, observations and test results.

**Lead Fuel Distribution System Operator:**

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

**Fuel Distribution System Mechanic:**

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

**Lead Fuel Distribution System Mechanic:**

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

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

## CUSTODIANS

Last Revision: 12-18-2014

Effective: 12-3-2015

<u>Classification</u>	<u>Base Wage</u>	<u>Fringes</u>
Custodian I	\$14.03/hour	\$5.17 SINGLE \$7.23 2-PARTY \$9.19 FAMILY
Custodian II	\$14.38/hour	\$5.23 SINGLE \$7.29 2-PARTY \$9.25 FAMILY

### Benefits and Overtime

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

### Position Descriptions:

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



## DIA Oil and Gas Wages

Last Revision: 4-3-2014  
Effective: 3-19-2015

Classification:	Base Wages:	Fringes:
<b>Mechanic</b>	<b>\$22.05</b>	<b>\$6.56</b>
<b>Pipefitter</b>	<b>\$24.59</b>	<b>\$6.86</b>
<b>Rig/Drill Operator</b>	<b>\$20.88</b>	<b>\$6.43</b>
<b>Derrick Hand/Roustabout</b>	<b>\$13.87</b>	<b>\$5.62</b>
<b>Truck Driver</b>	<b>\$20.37</b>	<b>\$6.37</b>

Service Contract Act Wage Determination No. 2005-2081 Rev No. 15 was used to obtain the base wages and fringe benefits.

### **HEAVY EQUIPMENT MECHANIC**

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

### **PIPEFITTER, MAINTENANCE**

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

### **WELL DRILLER**

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

**LABORER**

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

**TRUCKDRIVER, HEAVY TRUCK**

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

## Glycol Facility Wages

Effective: 7-2-2015

<b>Classification:</b>	<b>SCA Title</b>	<b>Base Wage</b>	<b>Fringes</b>	<b>Total</b>
Deicing Facility Operator	Water Treatment Plant Operator	<b>\$22.79</b>	<b>\$6.65</b>	<b>\$29.44</b>
Maintenance Mechanic	Machinery Maintenance Mechanic	<b>\$23.43</b>	<b>\$6.72</b>	<b>\$30.15</b>
Material Handling Laborer	Material Handling Laborer	<b>\$17.36</b>	<b>\$6.02</b>	<b>\$23.38</b>

Service Contract Act Wage Determination No. 2005-2081 Rev No. 15 was used to obtain the base wages and calculate fringe benefits.

**FIRE EXTINGUISHER REPAIRER**

Last Revision: 09/25/2014  
Effective Date: 09/03/2015

Classification:

Base Wages:

Fringes:

**Fire Extinguisher Repairer**

**\$18.97/hour**

**\$6.46/hour**

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

**FURNITURE MOVERS**

(Moving, Storage and Cartage Workers)

Last Revision: 10-9-2014

Effective: 10-22-2015

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

**LANDSIDE PARKING ELECTRONICS TECHNICIAN**

Last Revision: 10-9-2014

Effective: 10-22-2015

Classification:	<u>Base Wage</u>	<u>Fringes</u>
<b>Landside Parking Electronics Technician</b>	\$22.14/hour	\$6.82/hour

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

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

**SIGN ERECTOR**

Last Revision: 10-15-2009

Effective: 10-15-2010

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

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

**TELEDATA TECHNICIAN**

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

**TILE SETTER-MARBLE MASONS-TERRAZZO  
FINISHERS, FLOOR GRINDERS, AND BASE GRINDERS**

Effective: 7-2-2015

Classification:	<u>Base Wage</u>	<u>Fringes</u>
<b>Finisher (Tile- Marble-Terrazzo)</b>	\$20.24/hr	\$8.14/hr

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

## TRANSIT TECHNICIANS

Last Revision: 1-1-2014

Transit Technician Series Effective: 12-18-2014

Elevator Repairer Effective: 12-18-2014

Classification:	<u>Base Wage</u>	<u>Fringes</u>
<b>Transit Technician - Entry</b>	\$22.21/hour	\$6.58/hour
<b>Transit Technician - Senior</b>	\$24.28/hour	\$6.82/hour
<b>Transit Technician - Lead</b>	\$25.38/hour	\$6.95/hour
<b>Elevator Mechanic/Repairer</b>	\$40.68/hour	\$32.38/hour (< 5 yrs service) \$33.19/hour (> 5 yrs service)

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

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

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

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

**TREE TRIMMERS**

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

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

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



## WINDOW CLEANERS

Last Revision: 5-15-2014  
Effective: 12-18-2014

Classification:	<u>Base Wage</u>	<u>Fringes</u>
<b>Window Cleaner</b>	\$23.23/hour	\$8.13/hr (Single) \$10.11/hr (2-Party) \$11.99/hr (Family)

### Benefits/Overtime

Parking	With valid monthly parking receipt from approved parking lot, employees are reimbursed for the cost of parking. The employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	\$0.75 per hour for employees assigned to 3rd shift (11:00 p.m. to 7:00 a.m.)
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.25 per hour above highest paid employee under supervision
High Work	\$1.75 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.19 per hour for travel differential.

Note: The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

**Pest Controller**

Last Revision: 9-25-2014  
Effective Date: 9-3-2015

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

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



**DENVER**  
THE MILE HIGH CITY

**Career Service Authority**

Denver's Human Resource Agency

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

[www.denvergov.org/csa](http://www.denvergov.org/csa)

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Seth Duhon-Thornton Staff HR Professional  
DATE: Friday January 9, 2015  
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication is **Friday January 9, 2015** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO150019  
Superseded General Decision No. CO20140019  
Modification No. 0  
Publication Date: 1/2/2015  
(8 pages)

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

For questions call (720) 913-5018

Attachments as listed above.



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

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SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation).....	\$ 18.22	6.01

LABORER

Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender-		
Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)....	\$ 9.55	3.05
Traffic Control (Sets		
Up/Moves Barrels, Cones,		
Install Signs, Arrow		
Boards and Place		
Stationary Flags) (Excludes		
Flaggers).....	\$ 12.43	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87

POWER EQUIPMENT OPERATOR:

Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67

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

TRAFFIC SIGNALIZATION:

Groundsman

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

TRUCK DRIVER

Distributor

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

Dump Truck

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

Lowboy Truck.....	\$ 17.25	5.27
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Mechanic.....	\$ 26.48	3.50
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Multi-Purpose Specialty &

Hoisting Truck

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

Pickup and Pilot Car

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

Semi/Trailer Truck.....	\$ 18.39	4.13
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Truck Mounted Attenuator....	\$ 12.43	3.22
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Water Truck

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

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

**Career Service Authority**

**Supplemental to the Davis-Bacon HIGHWAY Construction Projects rates**

**(Specific to the Denver Projects)**

**(Supp 35, Date: 01-13-2012)**

<b><u>Classification</u></b>		<b><u>Base</u></b>	<b><u>Fringe</u></b>
Millwrights		\$28.00	\$10.00
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Power Equipment Operators (Tunnels Above and Below Ground, shafts and raises):			
	GROUP 1	\$25.12	\$10.81
	GROUP 2	\$25.47	\$10.85
	GROUP 3	\$25.57	\$10.86
	GROUP 4	\$25.82	\$10.88
	GROUP 5	\$25.97	\$10.90
	GROUP 6	\$26.12	\$10.91
	GROUP 7	\$26.37	\$10.94
Power Equipment Operators:			
	GROUP 1	\$22.97	\$10.60
	GROUP 2	\$23.32	\$10.63
	GROUP 3	\$23.67	\$10.67
	GROUP 4	\$23.82	\$10.68
	GROUP 5	\$23.97	\$10.70
	GROUP 6	\$24.12	\$10.71
	GROUP 7	\$24.88	\$10.79
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Plumbers		\$30.19	\$13.55
Pipefitters		\$30.45	\$12.85
Truck Drivers:			
	GROUP 1	\$18.42	\$10.00
	GROUP 2	\$19.14	\$10.07
	GROUP 3	\$19.48	\$10.11
	GROUP 4	\$20.01	\$10.16
	GROUP 5	\$20.66	\$10.23
	GROUP 6	\$21.46	\$10.31



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

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

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

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

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

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

**POWER EQUIPMENT OPERATOR CLASSIFICATIONS:**

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

GROUP 2 - Conveyor, handling building materials, ditch witch and similar trenching machine, forklift, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier, self-propelled roller, rubber-tires under 5 tons.

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

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

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

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

GROUP 7 - tower cranes all types.

**TRUCK DRIVER CLASSIFICATIONS:**

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

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

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

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

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

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



**DENVER**  
THE MILE HIGH CITY

**Office of Human Resources**  
Denver's Human Resource Agency

201 W. Colfax, Department 412  
Denver, CO 80202  
p: 720.913.5751  
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[www.denvergov.org/csa](http://www.denvergov.org/csa)

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Alena Duran, Associate Human Resource Professional  
DATE: Friday October 23, 2015  
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday October 16, 2015** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO150012  
Superseded General Decision No. CO20140012  
Modification No. 04  
Publication Date: 10/16/2015  
(8 pages)

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

For questions please call (720) 913-5018

Attachments as listed above.

General Decision Number: CO150012 10/16/2015 CO12

Superseded General Decision Number: CO20140012

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	03/27/2015
2	06/05/2015
3	10/09/2015
4	10/16/2015

ASBE0028-001 10/01/2014

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.83	13.53

\* BRCO0007-004 01/01/2015

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

	Rates	Fringes
BRICKLAYER.....	\$ 24.50	8.91

\* BRCO0007-006 05/01/2015

EL PASO AND PUEBLO COUNTIES

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

BRICKLAYER.....\$ 24.44 8.90

-----  
ELEC0012-004 09/01/2014

PUEBLO COUNTY

Rates Fringes

ELECTRICIAN

Electrical contract over  
\$1,000,000.....\$ 27.30 10.80+3%  
Electrical contract under  
\$1,000,000.....\$ 24.75 11.84

-----  
ELEC0068-001 06/01/2014

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

Rates Fringes

ELECTRICIAN.....\$ 32.65 12.70

-----  
ELEC0111-001 09/01/2014

Rates Fringes

Line Construction:

Cable Splicer.....\$ 28.65 13.75%+4.75  
Equipment Operator-  
Underground.....\$ 25.05 9.20  
Groundman.....\$ 18.20 9.12  
Line Equipment Operator.....\$ 28.47 11.30  
Lineman and Welder.....\$ 40.81 15.14

-----  
ELEC0113-002 06/01/2015

EL PASO COUNTY

Rates Fringes

ELECTRICIAN.....\$ 30.00 14.95

-----  
ELEC0969-002 12/01/2014

MESA COUNTY

Rates Fringes

ELECTRICIAN.....\$ 24.00 7.32

-----  
ENGI0009-001 10/23/2013

Rates Fringes

Power equipment operators:

Blade: Finish.....\$ 25.04 9.15  
Blade: Rough.....\$ 24.73 9.15  
Bulldozer.....\$ 24.73 9.15  
Cranes: 50 tons and under..\$ 24.88 9.15  
Cranes: 51 to 90 tons.....\$ 25.04 9.15  
Cranes: 91 to 140 tons.....\$ 25.19 9.15

Cranes: 141 tons and over...	\$ 25.97	9.15
Forklift.....	\$ 24.37	9.15
Mechanic.....	\$ 24.88	9.15
Oiler.....	\$ 24.01	9.15
Scraper: Single bowl under 40 cubic yards.....	\$ 24.88	9.15
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 25.04	9.15
Trackhoe.....	\$ 24.88	9.15

-----  
IRON0024-003 11/01/2013

	Rates	Fringes
Ironworkers:.....	\$ 24.80	18.77
Structural		

-----  
LABO0086-001 05/01/2009

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

-----  
PLUM0003-005 07/01/2014

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

	Rates	Fringes
PLUMBER.....	\$ 35.18	12.34

-----  
PLUM0058-002 07/01/2013

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.55	13.65

-----  
PLUM0058-008 07/01/2013

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.55	13.65

-----  
PLUM0145-002 07/01/2013

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.67	11.55

-----  
PLUM0208-004 07/01/2013

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,

JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 33.35	12.27
-----		
SHEE0009-002 07/01/2015		
	Rates	Fringes
Sheet metal worker.....	\$ 32.85	14.63
-----		
TEAM0455-002 07/01/2015		
	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 19.66	4.02
Tandem/Semi and Water.....	\$ 20.29	4.02
-----		
SUCO2001-006 12/20/2001		
	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting....	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher....	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41
-----		

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

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

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Millwrights		\$28.00	\$10.00
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Power Equipment Operators (Tunnels Above and Below Ground, shafts and raises):			
	GROUP 1	\$25.12	\$10.81
	GROUP 2	\$25.47	\$10.85
	GROUP 3	\$25.57	\$10.86
	GROUP 4	\$25.82	\$10.88
	GROUP 5	\$25.97	\$10.90
	GROUP 6	\$26.12	\$10.91
	GROUP 7	\$26.37	\$10.94
Power Equipment Operators:			
	GROUP 1	\$22.97	\$10.60
	GROUP 2	\$23.32	\$10.63
	GROUP 3	\$23.67	\$10.67
	GROUP 4	\$23.82	\$10.68
	GROUP 5	\$23.97	\$10.70
	GROUP 6	\$24.12	\$10.71
	GROUP 7	\$24.88	\$10.79
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers:			
	GROUP 1	\$17.68	\$8.22
	GROUP 2	\$18.18	\$8.27
	GROUP 3	\$21.59	\$8.61
Laborers: (Tunnel)			
	GROUP 1	\$18.53	\$8.30
	GROUP 2	\$18.63	\$8.31
	GROUP 3	\$19.73	\$8.42
	GROUP 4	\$21.59	\$8.61
	GROUP 5	\$19.68	\$8.42
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Truck Drivers:			
	GROUP 1	\$18.42	\$10.00
	GROUP 2	\$19.14	\$10.07
	GROUP 3	\$19.48	\$10.11
	GROUP 4	\$20.01	\$10.16
	GROUP 5	\$20.66	\$10.23
	GROUP 6	\$21.46	\$10.31



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

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

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

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

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

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

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

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

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

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

GROUP 7 - tower cranes all types

LABORER CLASSIFICATIONS:

GROUP 1 - Janitors; Yardmen

GROUP 2 –Erosion Control, Dowel Bars; Fence Erectors; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-**Denver**, Hydrosonic, and water blaster operator; Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Automatic Concrete Power Curbing Machines; Concrete Processing Material; Concrete Tender; Operators of concrete saws on pavement (other than gangsaws); Power operated Concrete Buggies; Hot Asphalt

Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro- broom, Mixer Man; Gunnite Nozzlemen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.

GROUP 3 - Plug and galleys in dams; Scalars; any work on or off Bridges 40' above the ground performed by Laborers working from a Bos'n Chair, Swing Stage, Life Belt, or Block and Tackle as a safety requirement.

### TUNNEL LABORER CLASSIFICATIONS:

GROUP 1 - Outside Laborer - Above ground

GROUP 2 - Minimum Tunnel Laborer, Dry Houseman

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

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

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

### TRUCK DRIVER CLASSIFICATIONS:

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

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

GROUP 3 - Truck Driver Snow Plow.

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

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

**SUBMITTED TO:**

Amy Kuchno  
Room 8810  
Airport Office Building (AOB)  
Denver International Airport  
8500 Pena Boulevard  
Denver, CO 80249

**Subject:**        **Response to Request for Qualifications – Six (6) Proposals**  
                         **Adobe Format – Flash Drives**  
                         On-Call General Construction  
                         Contract No. 201525269

**DUE DATE: FEBRUARY 4, 2016**

**SUBMITTED BY:**



**HENSEL PHELPS**

Plan. Build. Manage.

420 Sixth Avenue  
Greeley, CO 80631  
Phone: 970.352.6565

**SUBMITTED TO:**

Amy Kuchno  
Room 8810  
Airport Office Building (AOB)  
Denver International Airport  
8500 Pena Boulevard  
Denver, CO 80249

**Subject:**        **Response to Request for Qualifications – One Copy (Exhibits K & L)**  
                         **Excel Format – Flash Drive**  
                         On-Call General Construction  
                         Contract No. 201525269

**DUE DATE: FEBRUARY 4, 2016**

**SUBMITTED BY:**



**HENSEL PHELPS**

Plan. Build. Manage.

420 Sixth Avenue  
Greeley, CO 80631  
Phone: 970.352.6565



Response to Request for Proposal - February 4, 2015

On-Call General Construction

Denver International Airport

CONTRACT NO: 201525269



**HENSEL PHELPS**  
Plan. Build. Manage.



# HENSEL PHELPS

Plan. Build. Manage.

420 Sixth Avenue  
Greeley, CO 80632  
970.352.6565

February 4, 2016

Ms. Amy Kuchno  
Room 8810  
Airport Office Building (AOB)  
Denver International Airport  
8500 Pena Boulevard  
Denver, CO 80249

**SUBJECT: Response to Request for Proposals  
On-Call General Construction – Contract No: 201525269**

Dear Ms. Kuchno:

Hensel Phelps is pleased to have this opportunity to propose for the On-Call General Construction contract for the City and County of Denver at Denver International Airport (DIA). We look forward to being a part of your team that helps enhance the Airport for the passengers, carriers, TSA, and DIA Operations to ensure a safe, productive, and efficient environment for everyone.

With the selection of Hensel Phelps as one of your on-call contractors, DIA will be assured that this experienced DIA team will **deliver the quality work** in an efficient manner that meets or exceeds DIA's expectations. Hensel Phelps brings valuable experience having worked to create the airport and continuing to **deliver DIA construction services over the past two decades**, as well as **more than four decades of successful Hensel Phelps projects for the City and County of Denver**. Hensel Phelps also brings extensive aviation experience, having successfully delivered projects at **320 airports nationwide with a combined value exceeding \$11 billion and currently ranking as the largest Airport Contractor in *Building Design + Construction***.

Hensel Phelps has been providing **on-call contractor services for more than three decades**. DIA will benefit from our seamless execution of task orders in a range of complex environments. Our portfolio includes on-call general construction for a variety of clients, Indefinite Delivery / Indefinite Quantity (IDIQ), and Multiple Award Construction Contracts (MACCs) —some of which have resulted in additional work on a negotiated capacity as a result of our ability to deliver quality, on-time work in a competitive environment. DIA can be assured that Hensel Phelps will deliver quality performance with no surprises.

**We execute owner-initiated change orders—seamlessly.** This includes complex owner-initiated change orders on large airport redevelopment programs across the nation. These impressive numbers include **405 owner-initiated change orders totaling more than \$2 million** on the Love Field Modernization Program, **51 task orders ranging from \$500,000 to multi-millions** on the San Jose Terminal Area Improvement Program, and **51 task orders ranging from \$17,000 to \$12 million** on the St. Dominic's On-Call Contracts project, all of which were delivered to the highest quality with timely completion.



**HENSEL PHELPS**

Plan. Build. Manage.

Successful delivery of your task orders will be carried out by expert aviation/task order key personnel, who have **worked at DIA over the last 23 years**. Together, they have helped deliver more than 40 contracts at DIA—which includes previous on-call general construction contracts, baggage system operations and maintenance contracts, and a range of other projects including new construction, renovation, and built-outs.

These key personnel will be supported by Hensel Phelps' national resources of aviation experts—with a combined experience exceeding \$5 billion in aviation projects. Hensel Phelps' regional and national resource pool is committed to the success of the on-call contract. **These resources will scale to meet the needs of the task orders size and complexity.**

Also, we have a **national commitment to the betterment of M/WBE firms**. We have several mentor-protégé agreements with M/WBE firms, designed for bettering a firm's position to be eligible to participate in the marketplace as either prime contractors or subcontractors. For the DIA On-Call General Construction contract, Hensel Phelps has teamed with our protégé, Sky-blue Builders, Inc. **They will perform meaningful scopes of work**, and help to meet, if not exceed, the **City and County of Denver and Hensel Phelps' commitment** of 30% M/WBE participation on each task order.

Hensel Phelps looks forward to your favorable review of our proposal and having this opportunity to present our Team and solutions for DIA.

Please contact me at 512.750.8871 or via email at [glen.miller@henselphelps.com](mailto:glen.miller@henselphelps.com), should you have any questions regarding this proposal or require any additional information.

Sincerely,

HENSEL PHELPS

E. Glen Miller  
President  
Services Group



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PROPOSAL LETTER

*World-Class Innovators. Landmark Buildings. Inspiring Performance.*



**HENSEL PHELPS**  
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## Proposal Letter

### PROPOSAL LETTER

PROPOSER Hensel Phelps Construction Co.

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

This letter is in response to the Notice of Invitation for Proposals first published on November 30, 2015, for Contract No. 201525269, Denver International Airport.

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

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

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

Addenda Nos. No. 1 dated 01/22/2016; No. 2 dated 01/28/2016; No. 3 dated 02/01/16

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

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



bonds in the sum of the Task 1 Proposal Amount , executed by a surety company acceptable to the Manager; and (3) furnish the required insurance documents.

Enclosed herewith is a Proposal guarantee, as defined in the Instructions to Proposers, in the amount of which Proposal guarantee the undersigned Proposer agrees is to be paid to and become the property of the City as liquidated damages should the Proposal be considered to be the best by the City and the undersigned Proposer notified that it is the apparent low Proposer and it fails to enter into contract in the form prescribed and to furnish the required performance and payment bonds and evidences of insurance within five (5) working days as stipulated above.

Attached and incorporated herein are the following proposal forms: Experience and Past Performance Information Form; Key Personnel Information Form; Quality Control Plans Form, Schedule of Prices and Quantities, and Proposal Data Forms. All of the forms must be completed. Proposer acknowledges that the City may incorporate, at its option, any or all of the data submitted by the Proposer into a contract arising out of this Proposal.

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

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

[CERTIFICATION AND SIGNATURE ON FOLLOWING PAGES]

**Proposal Letter**

On-Call General Construction - DIA - Request for Proposals



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

Dated this 4th day of February 2016.

**BUSINESS ADDRESS OF PROPOSER:**

420 6th Avenue

Greeley, CO 80632

City, State, Zip Code:

Telephone Number of Proposer: 970.365.6565

Fax Number of Proposer: 970.352.9311

Social Security or Employer Id. No. of Proposer: 84-0876644

**SIGNATURE OF PROPOSER:**

*If a Corporation:*

PRINT NAME OF CORPORATION:

\_\_\_\_\_

Attest:  
(Corporate Seal)

a \_\_\_\_\_ Corporation

\_\_\_\_\_  
Secretary

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

*If a Limited Liability Company:*

PRINT NAME OF LIMITED LIABILITY COMPANY:

\_\_\_\_\_

Organized in the State of \_\_\_\_\_

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

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



***If a Partnership:***

PRINT NAME OF PARTNERSHIP:

Hensel Phelps Construction Co., A General Partnership

By: Edwin Glen Miller  
General Partner Edwin Glen Miller, Vice President  
& President of the Services Group

***If an Individual:***

\_\_\_\_\_, doing

business as \_\_\_\_\_

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

(Signature blocks for joint ventures are on the next page)



***If a Joint Venture, signature of all Joint Venture partners is required:***

PRINT NAME OF JOINT VENTURE:

Joint Venture Partner --  
Name of Firm:

\_\_\_\_\_  
Corporation ( ) or Partnership ( )

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

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

Required for a corporation:

ATTEST:  
(Corporate Seal)

\_\_\_\_\_  
Secretary

Joint Venture Partner --  
Name of Firm:

\_\_\_\_\_  
Corporation ( ) or Partnership ( )

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

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

Required for a corporation:

ATTEST:  
(Corporate Seal)

\_\_\_\_\_  
Secretary

Joint Venture Partner --  
Name of Firm:

\_\_\_\_\_  
Corporation ( ) or Partnership ( )

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

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

Required for a corporation:

ATTEST:  
(Corporate Seal)

\_\_\_\_\_  
Secretary

Joint Venture Partner --  
Name of Firm:

\_\_\_\_\_  
Corporation ( ) or Partnership ( )

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

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

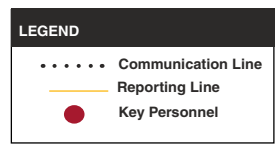
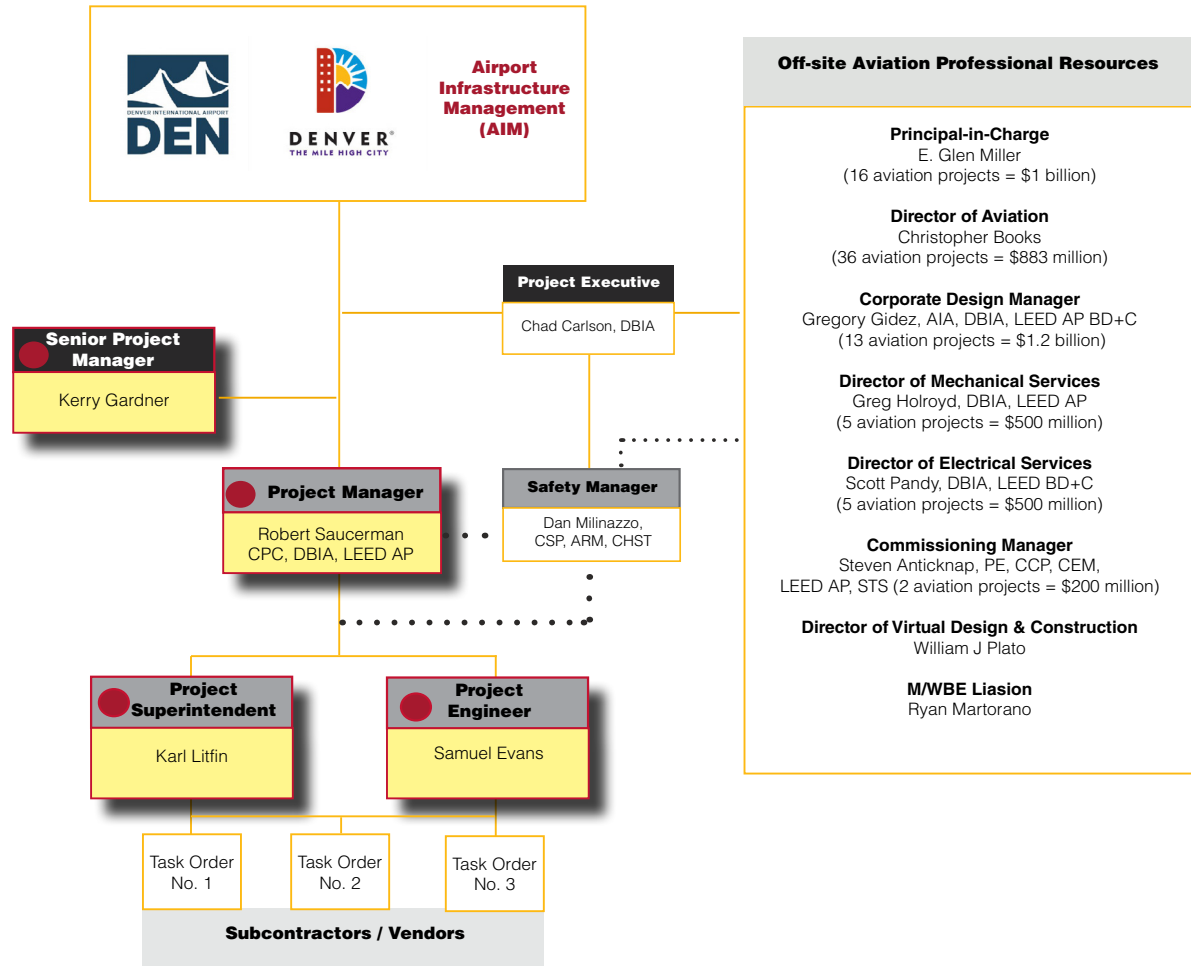
Required for a corporation:

ATTEST:  
(Corporate Seal)

\_\_\_\_\_  
Secretary

(3) KEY PERSONNEL

**Local and National Resources to Expand & Contract to the needs of each Task Order**



### (3) Key Personnel

#### On-Call General Construction - DIA - Request for Proposals



### (3) Key Personnel

Refer to IP-8 for a statement of the criteria to be evaluated with respect to key personnel requirements. Two page limit. Identify and provide a resume and statement of qualifications for each of the following key personnel to be assigned to work for the Proposer under this Contract: **EVALUATION CRITERIA:** The three key contractor personnel listed below will be evaluated based on the individual's construction experience and/or education, length of experience, diversity of relevant experience, specific in-depth experience with the wide range of products and techniques used in the specialized work of this contract, a range of experience with site utilities, building lighting, HVAC, plumbing and fire alarm systems will be some of the criteria used for evaluation of the personnel.

To respond to the unique requirements of this on-call contract, Hensel Phelps has assembled a team of local and national aviation and advanced technology personnel who possess expertise in multiple complex, mission-critical design and engineering disciplines with a long history of successful collaboration with clients, on-time, under budget, premier quality performance.

The four key personnel who will be directly responsible for successful delivery each task order have a depth of experience in seamless task order delivery, aviation projects and coordination of complex sophisticated mechanical, electrical, bagging, and security systems.

Two of the on-site key personnel have intimate knowledge of working at DIA, having worked on previous on-call contracts and other complex DIA projects since 1993. These key personnel will be supported by an additional group of subject matter experts that can be called upon for expertise in quality, commissioning, M/WBE compliance, aviation safety and operational protocols and complex mechanical and electrical services.

The organizational chart, provided on the following page outlines the reporting relationships of the on-site and off-site team of aviation professionals dedicated to successful delivery of every task order.

*"The personnel of [Hensel Phelps] are the best in the business."*

*John M. LaRue  
Former Vice President of Control and Administration  
DFW - Dallas/Fort Worth International Airport*

*"Because the work was conducted in an operating facility, close coordination and cooperation with the DART maintenance personnel was critical. [Hensel Phelps] excelled in accomplishing the task with minimum disruption to the ongoing operations."*

*Willard Mac Smith, PE  
Construction Manager  
Dallas Area Rapid Transit*

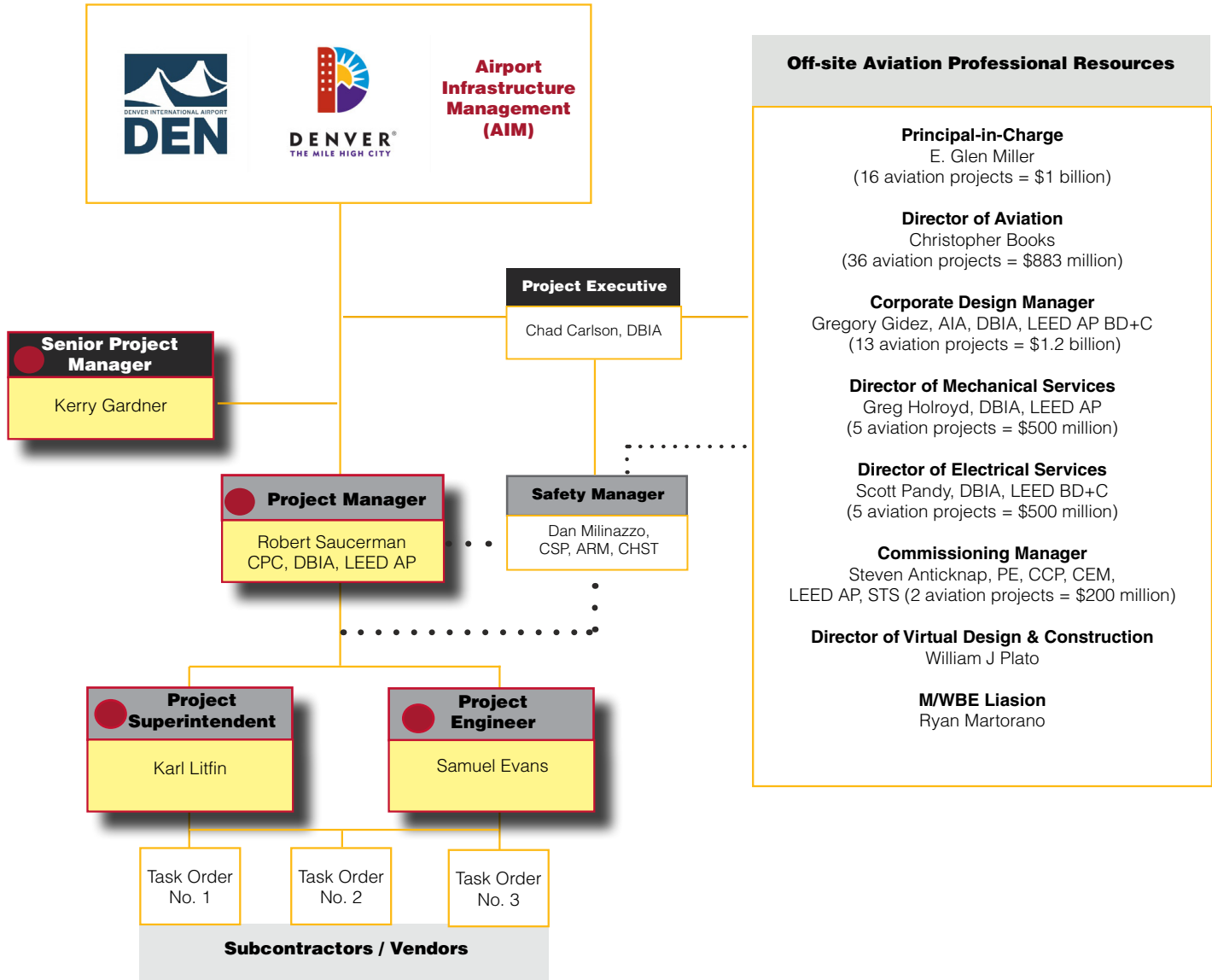
*"[Hensel Phelps] and your staff maintained an atmosphere of high expectation with regard to quality of construction and level of professionalism. The caliber of the final facility was excellent and the fact that there were no reportable deficiencies during the pre-final inspection is evidence that a high level of efficiency was maintained during construction."*

*John H. Rodgers  
Contracting Officer  
Fort Worth District, Corps of Engineers*



**(3) Key Personnel**

On-Call General Construction - DIA - Request for Proposals



**LEGEND**

- ..... Communication Line
- Reporting Line
- Key Personnel

### (3) Key Personnel

#### On-Call General Construction - DIA - Request for Proposals



#### Senior Project Manager

### Kerry Gardner

**EDUCATION:** Colorado State University - Industrial Construction Management, B.S

**LENGTH OF SERVICE:** 31 years

#### ROLE DESCRIPTION

Mr. Gardner will provide off-site overview of the progress of each task order. He will attend weekly, monthly and quarterly progress meetings and ensure cost, schedule and quality goals are being met.

#### CONSTRUCTION / RELEVANT EXPERIENCE

**Mr. Gardner's resume includes more than 27 aviation projects totaling more than \$494 million.** His first project with DIA was in 1993 on the original Concourse C construction.

#### On-Call Aviation Experience

Mr. Gardner helped manage several operating and maintenance contracts at DIA. Extensive improvements were implemented relative to worker safety as well as system operation, which involved modifications to the track, conveyors, Destination Coded Vehicles (DVCs), sensing systems and drive systems.

- 1996 UAL Baggage System Operations & Maintenance
- 1997 UAL Baggage System Operations & Maintenance
- 1998 UAL Baggage System Operations & Maintenance
- 1999 UAL Baggage System Operations & Maintenance
- 2000 Baggage System Operations & Maintenance
- 2001 Baggage System Operations & Maintenance
- 2002 Baggage System Operations & Maintenance
- 2003 Baggage System Operations & Maintenance
- 2004 Baggage System Operations & Maintenance
- 2005 Baggage System Operations & Maintenance

Mr. Gardner also helped oversee successful delivery of task orders issued through the DIA On-Call 2009-9A General Construction contract.

#### Additional Aviation Experience

- American Airlines Hangar #3, DFW Airport (Dallas), TX
- American Airlines Hangar #4, DFW Airport, TX
- Concourse B Widening & Renovation - Stapleton, Denver, CO
- Denver International Airport - Access Control Plaza Rework, Denver, CO
- Denver International Airport Module 1W DCV Baggage System, Denver, CO
- DIA Concourse C 10 Gate Expansion, Denver, CO
- DIA Odd Size To Apron, Denver, CO
- FAA Security Office, Denver, CO
- Skywest Hangar, Colorado Springs, CO
- UAL Aircraft Support Facilities - DIA, Denver, CO
- UAL Concourse A-8 Gate Expansion - Phase II, Denver, CO

The aforementioned DIA projects included new construction, renovation, and operations and maintenance of complex building systems (mechanical, electrical, plumbing), site utilities, apron construction, loading bridges and jet bridges. Mr. Gardner helped to coordinate and manage multiple subcontractors, and ensured timely completion of task orders.



**Project Manager**  
**Robert Saucerman,**  
**CPC, DBIA, LEED AP**

**EDUCATION:** Boise State University - Construction Management , BS

**LENGTH OF SERVICE:** 1 year with Hensel Phelps / 33 years in the industry

**ROLE DESCRIPTION**

Mr. Saucerman will provide on-site day-to-day responsibility for the success of each task order, coordinate with the City and County of Denver's project manager, have overall project management, cost and schedule control, ensure compliance with quality assurance / quality control project controls, health and safety, procedures, review and approve all transactional documentation, assure provision of company resources, project compliance and provide weekly project reviews.

**CONSTRUCTION / RELEVANT EXPERIENCE**

Mr. Saucerman has more than 30 years of experience on mission-critical projects **ensuring protection of security sensitive information, coordinating multiple subcontractors on multiple projects within multiple locations, and assuring high safety, quality and communication standards.**

**Task Order Experience**

- **Microsoft Data Center Miscellaneous Projects.** Approximately \$2.5 million in completed renovation task orders.
- **Wyoming National Guard (WNG) Design-Build Indefinite Delivery / Indefinite Quantity (IDIQ) - Task Order #1, Cheyenne, Wyoming.** Under this IDIQ program the WNG will issue task orders for sustainment, restoration and/or modernization (SRM) of their existing facilities and infrastructure within four regions of Wyoming. The first task order currently underway is a \$700,000 Anti-terrorism Force Protection (AT/FP) Fence Repairs & Upgrades project at the WNG's Joint Forces Readiness Center (JFRC) in Cheyenne, Wyoming. The fence will tie into the Warren Airforce Base and include improvements such as a new facility entrance with a canopy, guard booth, access control/security upgrades, lift gates, and vehicle barriers. The scope of work also includes an added rear entrance and upgraded light poles and lamps on-site.

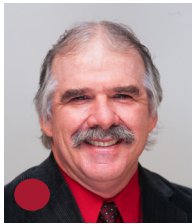
Additionally, he has had direct oversight on preconstruction and construction of a variety of project types including: **aviation**, biotech, **mission critical**, university, office, schools, churches, industrial, mining, warehouse, government, water treatment and hospitality. This experience includes design-build and design-bid-build of new construction and renovation projects ranging from \$2 to \$240 million.

**Aviation / Mission Critical Experience**

- Aviation Supply Warehouse – MCAS, Yuma, Arizona
- Biodesign Institute of ASU, Building A – Tempe, Arizona
- C-130 Corrosion Control & Fuel Maintenance Hangar – Gowen Field, Boise, Idaho
- Combat Aircraft Loading Apron – MCAS, Yuma, Arizona
- GLCM Flammable Storage Facility – Davis-Monthan AFB, Tucson, Arizona
- Jet Engine Test Cell – MCAS, Yuma, Arizona

### (3) Key Personnel

#### On-Call General Construction - DIA - Request for Proposals



### Project Superintendent **Carl Litfin**

**LENGTH OF SERVICE:** 34 years

#### **ROLE DESCRIPTION**

Mr. Litfin will support the project manager in respective areas by providing on-site supervision of safety and quality of field staff, including field engineers, self-performed work, and subcontractor trades; supervise all construction activities, including labor, cost control, equipment selection, and contract administration; evaluate materials, methods, labor, etc., for problems that might jeopardize the project schedule or compromise structural integrity and jobsite safety; manage the schedule control tools built from the CPM schedule, including 90-day schedules, four-week schedules, and schedule trend charts; plan field coordination and manage logistics for respective construction teams.

#### **CONSTRUCTION / RELEVANT EXPERIENCE**

##### **On-Call Aviation Experience**

Mr. Litfin helped manage several operating and maintenance contracts at DIA. Extensive improvements were implemented relative to worker safety as well as system operation, which involved modifications to the track, conveyors, Destination Coded Vehicles (DVCs), sensing systems and drive systems.

- 1996 UAL Baggage System Operations & Maintenance
- 1997 UAL Baggage System Operations & Maintenance
- 1998 UAL Baggage System Operations & Maintenance
- 1999 UAL Baggage System Operations & Maintenance
- 2000 Baggage System Operations & Maintenance
- 2002 Baggage System Operations & Maintenance - Denver International Airport, Denver, CO
- 2003 Baggage System Operations & Maintenance - Denver International Airport, Denver, CO

- 2004 Baggage System Operations & Maintenance - Denver International Airport, Denver, CO
- 2005 Baggage System Operations & Maintenance - Denver International Airport, Denver, CO

Mr. Litfin also helped oversee successful delivery of task orders issued through the DIA On-Call 2002, 2009-9A General Construction contracts and the Job Order Contracts - Concession Tenant Finish.

##### **Additional Aviation Experience**

- Air Traffic Control Tower Front Range Airport, Watkins, Colorado
- DIA Conc B Regional Jet Facility, Denver, Colorado
- Denver International Airport - Concourse C, Denver, Colorado
- Denver International Airport - Concourse A - Phase II, Denver, Colorado
- FAA Security Office, Denver, Colorado
- Skyport Concessions, Denver, Colorado
- UAL Aircraft Support Facilities - DIA, Denver, Colorado
- UAL Concourse A-8 Gate Expansion - Phase II, Denver, Colorado
- UAL Wide Body Gate Remodel, Denver, Colorado

The aforementioned DIA projects included new construction, renovation, and operations and maintenance of complex building systems (mechanical, electrical, plumbing), site utilities, apron construction, loading bridges and jet bridges. Coordinated and managed multiple subcontractors, ensured timely completion of task orders.

**He has supervised projects with excess of 1.2 million man hours without a lost-time accident.**

### (3) Key Personnel

On-Call General Construction - DIA - Request for Proposals



#### Project Engineer **Sam Evans**

**EDUCATION:** James Madison University - International Affairs, B.A

**LENGTH OF SERVICE:** 7 years

#### ROLE DESCRIPTION

Mr. Evans will be responsible to the project superintendent for all coordination and interpretative efforts related to the architectural/engineering documents in the field. At the Notice to Proceed for a task order, he will be responsible for the development of the task order project layout, site surveys, and site controls. **He will be responsible for coordinating all RFIs through Maximo and between the Hensel Phelps management team, subcontractors, and the architects and engineers.** As the chief assistant to the project superintendent, he will track all materials, subcontractor and labor activities pertaining to the drawings and specifications.

#### CONSTRUCTION / RELEVANT EXPERIENCE

Mr. Evans has assisted in successfully delivering three projects for the federal government, ensuring protection of security sensitive information, coordinating multiple subcontractors on multiple projects within military installations, and assuring high safety, quality and communication standards. Examples include the following:

- **Wyoming National Guard (WNG) Design-Build Indefinite Delivery / Indefinite Quantity (IDIQ) - Task Order #1, Cheyenne, Wyoming.** Under this IDIQ program the WNG will issue task orders for sustainment, restoration and/or modernization (SRM) of their existing facilities and infrastructure within four regions of Wyoming. The first task order currently underway is a \$700,000 Anti-terrorism Force Protection (AT/FP) Fence Repairs & Upgrades project at the WNG's Joint Forces Readiness Center (JFRC) in Cheyenne, Wyoming. The fence will tie into the Warren Airforce Base and include improvements such as a new facility entrance with a canopy, guard booth, access control/security upgrades, lift gates, and vehicle barriers. The scope of work also includes an added rear entrance and upgraded light poles and lamps on-site.

- **P646 Defense Security Systems (DSS) Headquarters Addition, Quantico MCB, Virginia.** This mission-critical project required seamless coordination between Hensel Phelps, the client and five existing tenants (investigative agencies). It included management of "Sensitive but Not Classified" materials, and included execution of owner-initiated change order additions.
- **FORSCOM/USARC Combined Headquarters.** This project required constant collaboration between all stakeholders and two tenants with very different needs: The Army Forces Command (FORSCOM) and the U.S. Army Reserve Command (USARC).

Mr. Evans' experience also includes the Marriott Marquis Convention Center Hotel in Washington, DC, **construction of a one million square foot hotel on a city block.** Close coordination of materials and deliveries, truck routing, pedestrian safety, etc.

### (3) Key Personnel

On-Call General Construction - DIA - Request for Proposals



#### **Project Executive** **Chad Carlson, DBIA,** **LEED AP**

**EDUCATION:** Colorado State University, Construction Management, B.S.

**LENGTH OF SERVICE:** 19 years

#### **ROLE DESCRIPTION**

Mr. Carlson will provide off-site overview of the progress of each task order. He will attend weekly, monthly and quarterly progress meetings and ensure cost, schedule and quality goals are being met.

#### **CONSTRUCTION / RELEVANT EXPERIENCE**

Mr. Carlson is recognized in the industry for his ability to isolate and resolve various design and compliance issues early in a project's evolution, his aptitude and expertise are evidenced in 19 highly complex projects valued at more than \$800 million. He has successfully delivered several projects in the State of Wyoming as well as aviation-related facilities.

#### **Task Order Experience**

- **Wyoming National Guard (WNG) Design-Build Indefinite Delivery / Indefinite Quantity (IDIQ) - Task Order #1, Cheyenne, Wyoming.** Under this IDIQ program the WNG will issue task orders for sustainment, restoration and/or modernization (SRM) of their existing facilities and infrastructure within four regions of Wyoming. The first task order currently underway is a \$700,000 Anti-terrorism Force Protection (AT/FP) Fence Repairs & Upgrades project at the WNG's Joint Forces Readiness Center (JFRC) in Cheyenne, Wyoming. The fence will tie into the Warren Airforce Base and include improvements such as a new facility entrance with a canopy, guard booth, access control/security upgrades, lift gates, and vehicle barriers. The scope of work also includes an added rear entrance and upgraded light poles and lamps on-site.
- **Microsoft Data Center Solutions Project, Cheyenne, Wyoming.** Approximately \$1.5 million in completed miscellaneous task orders.

- **Dyno Nobel Miscellaneous Projects, Cheyenne, Wyoming.** The Dyno Nobel relationship began with a contract that included the installation of a new 1,700 CY Cast-In-Place (CIP) concrete foundation for the future installation of a new ammonia tank. During the successful construction of this project, Hensel Phelps was awarded a variety of additional tasks / contracts that have encompassed a range of scopes similar to an on-call contract.
- **Fort Hood Design-Build Miscellaneous Construction, Renovation & Alteration Projects, Fort Hood (Killeen), Texas.** Renovation of 34 existing buildings from minor refurbishing to complete building restoration. Included the design and construction of 146 modular buildings and new construction of 6 permanent buildings on 14 individual sites that provide space for administration, classroom, storage, and maintenance facilities.

#### **Mission-Critical Experience**

- Banner Health West Greeley Emergency Department, Greeley, Colorado
- David Walsh Cancer Center Sterling, Sterling, Colorado
- Kaiser Permanente Moreno Valley IRIS MOB II, Moreno Valley, California
- Non-Proliferation International Security Center, Los Alamos, New Mexico

#### **Aviation Experience**

- **Fort Carson 13th Combat Aviation Brigade ASB Hangar, Fort Carson, Colorado.** The ASB Hangar is a design-build project for the U.S. Army Corps of Engineers Omaha District. In addition to the operations and maintenance facilities, the project scope includes parts storage and repair shops, airfield improvements, utilities, and site improvements.
- **German Air Force Phase II - Package A, Tornado Beddown, Holloman AFB, New Mexico.** An aircraft parking apron of more than 72,000 SM of 16-inch thick concrete. Building construction included three six-bay, 50,000 SF aircraft parking shelters, a six-bay, 70,000 SF maintenance hangar, and a 28,000 SF jet engine/fuel cell workshop. Existing airfield paving required demolition and haul-off prior to construction of the new building.

### (3) Key Personnel

On-Call General Construction - DIA - Request for Proposals



#### **Principal-in-Charge** **E. Glen Miller**

**LENGTH OF SERVICE:** 30 years

#### **ROLE DESCRIPTION**

Mr. Miller will provide overall contract authority for the DIA On-Call General Construction program.

#### **CONSTRUCTION / RELEVANT EXPERIENCE**

Mr. Miller is fully versed in all areas of estimating, purchasing, engineering, field supervision, and project management on both aviation and task order projects. His project portfolio encompasses more than \$1.8 billion worth of projects, which includes aviation and on-call general construction where he oversaw successful delivery of several task orders associated with Hensel Phelps' Multiple Award Construction Contracts (MACC) and Indefinite Delivery/Indefinite Quantity (IDIQ) contracts. His experience includes:

#### **Task Order Experience**

- UEPH Task Order #2, U.S. Army Corps of Engineers
- UEPH Task Order #3 & #4, U.S. Army Corps of Engineers
- TEMF Task Order #1, U.S. Army Corps of Engineers
- TEMF Task Order #4, U.S. Army Corps of Engineers
- COF Task Order #2, U.S. Army Corps of Engineers
- COF Task Order #5, U.S. Army Corps of Engineers
- TEMF Task Order #5, U.S. Army Corps of Engineers
- Facility Repair & Renewal (FRR) IDIQ Program, Nationwide Task Orders
- Northern Colorado Facility Repairs, Various Facilities, Northern Colorado
- St. Dominic's Hospital, Miscellaneous Repairs
- Wyoming Military Department (WYMD) Design-Build IDIQ, Various Locations, Wyoming

#### **Aviation Experience**

- Austin-Bergstrom International Airport, Terminal Baggage Screening Improvements, Austin, Texas
- Austin-Bergstrom International Airport, Terminal East Infill, Austin, Texas
- Evolved Expendable Launch Vehicle (EELV), Cape Canaveral, Florida
- F-117A Stealth Fighters, Maintenance Docks and Hangars, Holloman AFB, New Mexico
- Miami International Airport South Terminal, Miami, Florida
- Miami International Airport, Concourse J, Miami, Florida
- Miami International Airport South Terminal Foundations, Miami, Florida
- Love Field Modernization Program, Dallas, Texas

### (3) Key Personnel

On-Call General Construction - DIA - Request for Proposals



#### Director of Aviation **Christopher Books**

**EDUCATION:** Milwaukee School of Engineering - Industrial Management, B.S.

**LENGTH OF SERVICE:** 27 years

#### **ROLE DESCRIPTION**

Mr. Books will provide peer reviews and oversight of compliance with all regulations and task orders needs / goals.

#### **CONSTRUCTION / RELEVANT EXPERIENCE**

Mr. Books has more than 30 years of experience in advanced technology, preconstruction and aviation experience.

#### **Aviation Experience**

- 2002 Baggage System Operations & Maintenance - Denver International Airport, Denver, CO
- 2003 Baggage System Operations & Maintenance - Denver International Airport, Denver, CO
- 2004 Baggage System Operations & Maintenance - Denver International Airport, Denver, CO
- 2005 Baggage System Operations & Maintenance, Denver International Airport (DIA), Denver, Colorado
- Air Wisconsin, San Francisco, California
- ATSA Baggage Screening Compliance - John Wayne Airport, Costa Mesa, California
- Austin-Bergstrom International Airport, Terminal Baggage Screening Improvements, Austin, Texas
- Boarding Area A, San Francisco, California
- Denver International Airport 100% EDS Baggage Screening, DIA, Colorado
- Denver International Airport Concourse B - Regional Jet Facility, DIA, Colorado
- Denver International Airport Module 1W DCV Baggage System, Denver, CO
- DIA Odd Size To Apron, Denver, CO
- John Wayne Airport Fire Station, Costa Mesa, California
- LAX Southwest Airlines T1 Modernization, Los Angeles, California
- LAX Alaska Airlines T6 Renovation, Los Angeles, California

- LAX Star Alliance Lounge, Los Angeles, California
- Project 2000, San Francisco International Airport, San Francisco, California
- Sky West Airlines OSN - SFO, San Francisco, California
- Transportation Security Administration, Washington, DC
- UAL Restoration of International Terminal - SFO, San Francisco, California
- UAL Airport Efficiencies Initiative Package, San Francisco, California
- UAL Baggage Right of Way - SFO, San Francisco, California
- UAL Cargo Facility Expansion & Upgrade - SFO, San Francisco, California
- UAL Club Rooms - SFO, San Francisco, California
- UAL Express Commuter Terminal - SFO, San Francisco, California
- UAL Express Commuter Terminal Expansion - SFO, San Francisco, California
- UAL Master Project - SFO, San Francisco, California
- UAL OMC projects, Oakland, California
- UAL Open Systems - SFO, San Francisco, California
- UAL Open Systems Phase III - SFO, San Francisco, California
- UAL Open Systems Phase III - SFO, San Francisco, California
- UAL OSN 2000 - SFO, San Francisco, California
- UAL San Jose Terminal C, San Jose, California
- UAL SFIA Expansion - SFO, San Francisco, California
- UAL Pier F Red Carpet Club - SFO, San Francisco, California
- United Airlines 2003 Modifications, San Francisco, California
- United Express - SFO, San Francisco, California
- United Airlines Terminal C, San Jose, California
- United Airlines Expansion, San Francisco, California



**HENSEL PHELPS**  
Plan. Build. Manage.

**Section 3.**

Excluded from page maximum **P.9-13**



### (3) Key Personnel

On-Call General Construction - DIA - Request for Proposals



#### Corporate Design Manager

**Gregory Gidez, AIA,  
DBIA, LEED AP  
BD+C**

**EDUCATION:** Rutgers University, Business Administration, B.A., University of Colorado, Architecture, M.A.

**LENGTH OF SERVICE:** 8 years with Hensel Phelps / 27 in the industry

#### ROLE DESCRIPTION

Mr. Gidez will have direct responsibility for the Hensel Phelps' design quality control program, including program planning and delivery in managing / allocating project resources, conducting discipline checks and directing design team efforts for the project.

#### CONSTRUCTION / RELEVANT EXPERIENCE

Mr. Gidez has extensive design manager experience and has guided the planning on complex projects to an unparalleled success. He is recognized as being in the forefront of design programs, as an executive board member of the Design-Build Institute of America.

#### Aviation Experience

- Austin-Bergstrom International Airport, Terminal Baggage Screening Improvements, Austin, Texas
- Austin-Bergstrom International Airport, Terminal East Infill, Austin, Texas
- Denver International Airport 100% EDS Baggage Screening, DIA, Colorado
- Denver International Airport Concourse B - Regional Jet Facility, DIA, Colorado
- Denver International Airport Module 1W DCV Baggage System, Denver, CO
- DIA Odd Size To Apron, Denver, CO
- John Wayne Airport Fire Station, Costa Mesa, California
- LAX Southwest Airlines T1 Modernization, Los Angeles, California
- Miami International Airport South Terminal, Miami, Florida
- Miami International Airport, Concourse J, Miami, Florida

- Miami International Airport South Terminal Foundations, Miami, Florida
- LAX Alaska Airlines T6 Renovation, Los Angeles, California
- Love Field Modernization Program, Dallas, Texas
- UAL Restoration of International Terminal - SFO, San Francisco, California
- UAL Airport Efficiencies Initiative Package, San Francisco, California
- UAL Baggage Right of Way - SFO, San Francisco,
- UAL Cargo Facility Expansion & Upgrade - SFO, San Francisco, California
- UAL Club Rooms - SFO, San Francisco, California
- UAL Express Commuter Terminal - SFO, San Francisco, California
- UAL Express Commuter Terminal Expansion - SFO, San Francisco, California
- UAL Master Project - SFO, San Francisco, California
- UAL OMC projects, Oakland, California
- UAL Open Systems - SFO, San Francisco, California
- UAL Open Systems Phase III - SFO, San Francisco, California
- UAL Open Systems Phase III - SFO, San Francisco, California
- UAL OSN 2000 - SFO, San Francisco, California
- UAL San Jose Terminal C, San Jose, California
- UAL SFIA Expansion - SFO, San Francisco, California

#### Task Order Experience

- Dyno Nobel Miscellaneous Projects, Cheyenne, Wyoming
- Microsoft Data Center Solutions Project, Cheyenne, Wyoming
- St. Dominic's On-Call Contracts
- Wyoming Military Department (WYMD) Design-Build IDIQ, Various Location, Wyoming

### (3) Key Personnel

On-Call General Construction - DIA - Request for Proposals



#### Director of Mechanical Services

**Greg Holroyd, DBIA, LEED AP**

**EDUCATION:** University of Denver - Business Administration, M.A.

**LENGTH OF SERVICE:** 10 years

#### ROLE DESCRIPTION

Mr. Holyroyd will provide LEED project strategies, commissioning concepts and compliance with all mechanical regulations and task orders needs / goals.

#### CONSTRUCTION / RELEVANT EXPERIENCE

Mr. Holroyd brings 38 years of experience with mechanical preconstruction and value management of design-build, design-assist and construction manager at risk projects. His resume encompasses more than \$460 million in multi-residence construction attention required for occupied environments.

#### Mission-Critical Experience

- Facility Repair & Renewal (FRR) IDIQ Program, Nationwide Task Orders
- FORSCOM / USARC Combined Headquarters, Ft. Bragg, North Carolina
- Love Field Modernization Program, Dallas, Texas
- Military Department Investigative Agencies (MDIA) Headquarters - Russell-Knox Building, Quantico MCB, Virginia
- Social Security Administration National Support Center (SSA NSC), Urbana, Maryland
- U.S. Southern Command Headquarters (SOUTHCOM), Miami-Doral, Florida
- Wyoming Military Department (WYMD) Design-Build IDIQ, Various Location, Wyoming



#### Director of Electrical Services

**Scott Pandy, DBIA, LEED AP BD+C**

**EDUCATION:** Manatee Community College - Business Management,

Assoc. in Business; Colorado State University - Sustainable Design, Certificate of Sustainable Design

**LENGTH OF SERVICE:** 10 years

#### ROLE DESCRIPTION

Mr. Pandy will provide LEED project strategies, commissioning concepts and compliance with all electrical regulations and task orders needs / goals.

#### CONSTRUCTION / RELEVANT EXPERIENCE

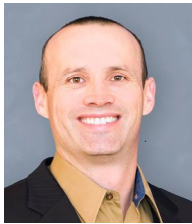
Mr. Pandy effectively manages all quality control functions with emphasis on the use of preparatory and initial inspection phases to avoid field problems. He has been in charge of all quality control aspects including documentation for each definable feature of work, testing of construction materials, inspection of construction methods, and verification of compliance with plans and specifications. Mr. Pandy has 35 years of experience and has successfully delivered more than \$2 billion in projects.

#### Mission-Critical Experience

- Facility Repair & Renewal (FRR) IDIQ Program, Nationwide Task Orders
- FORSCOM / USARC Combined Headquarters, Ft. Bragg, North Carolina
- Love Field Modernization Program, Dallas, Texas
- Military Department Investigative Agencies (MDIA) Headquarters - Russell-Knox Building, Quantico MCB, Virginia
- Social Security Administration National Support Center (SSA NSC), Urbana, Maryland
- U.S. Southern Command Headquarters (SOUTHCOM), Miami-Doral, Florida
- Wyoming Military Department (WYMD) Design-Build IDIQ, Various Location, Wyoming

### (3) Key Personnel

On-Call General Construction - DIA - Request for Proposals



**Commissioning Manager**  
**Steve Anticknap, PE, CCP, CEM, LEED AP, STS**

**EDUCATION:** Industrial Systems Engineering, University of Regina, Bachelor of Applied Science (B.A.Sc.)

**LENGTH OF SERVICE:** 5 years

#### **ROLE DESCRIPTION**

Mr. Anticknap will provide commissioning oversight, contract review and monthly/quarterly site inspections to field testing.

#### **CONSTRUCTION / RELEVANT EXPERIENCE**

Mr. Books has more than 30 years of experience in advanced technology, preconstruction and aviation experience.

#### **Mission-Critical Experience**

- B/C Connector & Security Checkpoint - BWI, Hanover, Maryland
- Facility Repair & Renewal (FRR) IDIQ Program, Nationwide Task Orders
- FORSCOM / USARC Combined Headquarters, Ft. Bragg, North Carolina
- Military Department Investigative Agencies (MDIA) Headquarters - Russell-Knox Building, Quantico MCB, Virginia
- P263 Broad Area Maritime Surveillance Test and Evaluation (BAMSTE) Facility, Patuxent River, Maryland
- Stanford Linear Accelerator Center (SLAC) Menlo, California
- Social Security Administration National Support Center (SSA NSC), Urbana, Maryland
- U.S. Southern Command Headquarters (SOUTHCOM), Miami-Doral, Florida
- Wyoming Military Department (WYMD) Design-Build IDIQ, Various Location, Wyoming



**Safety Manager**  
**Daniel J Milinazzo, CSP, ARM, CHST**

**EDUCATION:** University of Phoenix - Organizational Management, M.A.; Colorado State University - Trade & Industrial Science Technology, B.S.

**LENGTH OF SERVICE:** 7 years with Hensel Phelps / 26 years in the industry

#### **ROLE DESCRIPTION**

Mr. Millinazzo will facilitate task order safety and implement Hensel Phelps' proprietary safety program - SAFE, "Safety and accountability for everyone".

#### **CONSTRUCTION / RELEVANT EXPERIENCE**

Mr. Milinazzo is an expert for developing and managing safety and health plans specific for mission-critical, complex projects with ongoing operations. He is experienced in all safety matters related to aviation construction, renovation and expansion.

#### **Relevant Experience**

- Air Traffic Control Tower and Base Building, Westminster, Colorado
- Baggage System Operations & Maintenance, Denver International Airport (DIA), Denver, Colorado
- Austin-Bergstrom International Airport, Terminal Baggage Screening Improvements, Austin, Texas
- Denver International Airport 100% EDS Baggage Screening, DIA, Colorado
- Denver International Airport Concourse B - Regional Jet Facility, DIA, Colorado

**(3) Key Personnel**

On-Call General Construction - DIA - Request for Proposals



**William J Plato**  
**Director of Virtual Design & Construction**

**EDUCATION:** Sam Houston State University  
- Construction Management

**LENGTH OF SERVICE:** 7 years with Hensel Phelps / 14 in the industry

**ROLE DESCRIPTION**

Mr. Plato will ensure seamless integration of BIM Models into the Maximo platform.

**CONSTRUCTION / RELEVANT EXPERIENCE**

Mr. Plato is an expert at analyzing new and innovative ways to improve Hensel Phelps' technology arm. He brings 14 years of experience in the industry, leveraging his experiences to continue improvement development of Hensel Phelps' Building Information Modeling (BIM) tools, including robotic layout and laser scanning.



**M/WBE Liaison**  
**Ryan Martorano**

**EDUCATION:** Colorado State University, Construction Management, B.S.

**LENGTH OF SERVICE:** 19 years

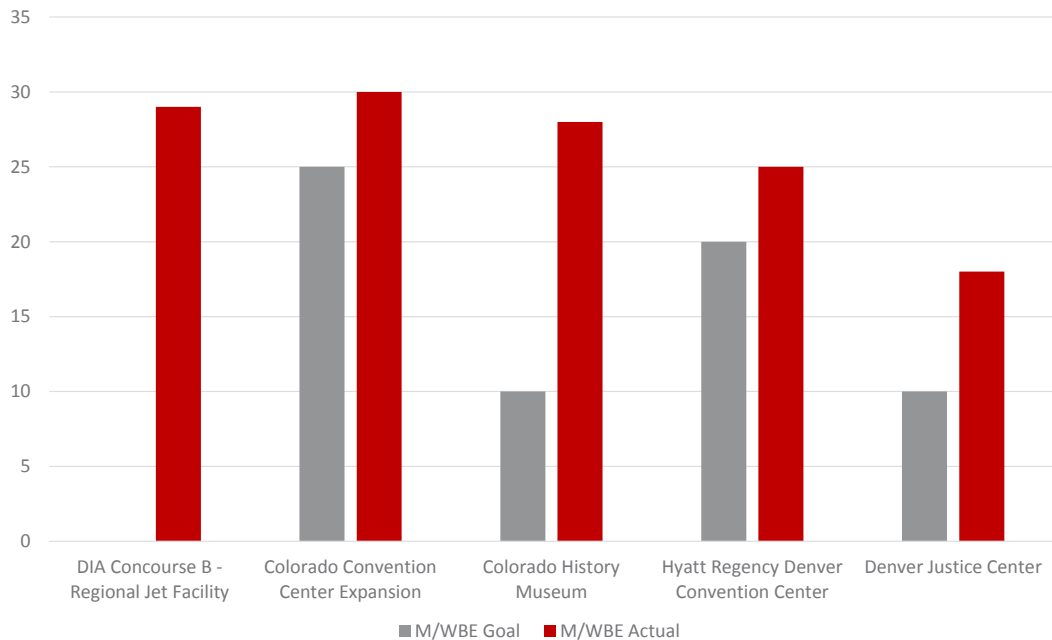
**ROLE DESCRIPTION**

Mr. Martorano will ensure M/WBE compliance, conduct outreach events to maximum M/WBE participation and divide bid packages into smaller scopes of work to maximize M/WBE opportunities on every task order issued through the DIA On-Call General Construction contract.

**CONSTRUCTION / RELEVANT EXPERIENCE**

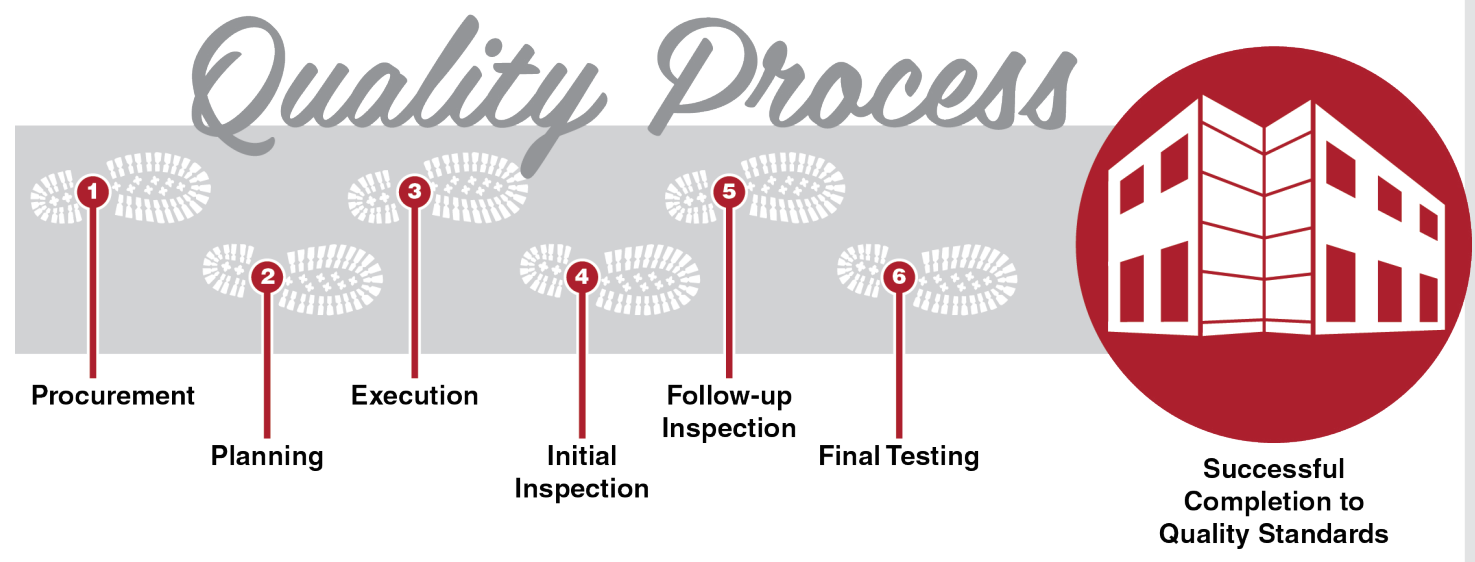
Mr. Martorano passionately ensures M/WBE firms are afforded the maximum amount of contract opportunities on all projects. He creates innovative proprietary programs that facilitate achieving maximum long-term community, workforce and small business development objectives. He is also highly skilled in the transfer of technology and developmental teaming relationships between large and small businesses, including mentor-protégé, joint ventures and co-ownership structures.

M/WBE Participation on Colorado Projects



*This graph depicts the M/WBE goals versus actuals for Colorado projects, where Mr. Martorano assisted in ensuring maximum participation of these firms. (Please note on the DIA Concourse B Regional Jet Facility there were no owner-stipulated goals, but Hensel Phelps endeavored to provide maximum participation of M/WBE firms.)*

(4) QUALITY CONTROL PLAN



## **(4) Management & Quality Control Plan**

Refer to IP-8 for a statement of the criteria to be evaluated with respect to Management and Quality Control Plans and page limit. This contract is unique in the fact that continued use of the contract is dependent upon the contractor's ability to provide high quality construction at a reasonable cost while providing compliance with the specifications and with requirements to maintain customer access and use of the parking garages, the terminal and terminal roadway areas. It is expected that high quality construction will be accomplished with minimal field oversight on the part of the City and County of Denver. Success for both the City and County of Denver and the contractor will be defined by the contractor's ability to manage the quality of the work, the schedule of the work, and the interface with all of our customers and users of the facility and compliance with adjustments in work arrangements as needed by DIA. Given the above parameters, address in detail the following subjects. Your Management Quality Control and Plan must address the following:

### **Establishing Positive Attitudes**

Describe what you will do to establish positive attitudes, cooperation and good working relationship between your firm, subcontractors and the City.

**Collaboration and coordination is the culture at Hensel Phelps.** Hensel Phelps facilitates positive attitudes and good working relationships, by developing workshops consisting of team and skill-building activities. Hensel Phelps:

- Fosters collaborative atmospheres early in a project's inception and it is continued through project completion.
- Develops a common commitment to project success.
- Provides constant and continuous feedback to all Stakeholders and subcontractors with a focus on achieving consensus on decisions in a timely manner.

Hensel Phelps has an open-book communication policy. They hold weekly, monthly and quarterly meetings with all project Stakeholders, to ensure everyone remains aligned with the project's goals.

**Hensel Phelps promotes project pride.** *On the SFO Boarding Area E Improvements Project, craft workers attended partnering sessions and learned of project goals. Because they embraced project goals, there was a sense of pride in working to deliver a quality project on time, on budget and without accidents. The craft was updated on partnering goals at milestone celebration and safety barbeque lunches.*

### **Rapid Responses**

Demonstrate that you have the ability to, and will respond quickly, when there is a construction related issue identified by DIA that is negatively affecting DIA operations.

Hensel Phelps is a mission-critical contractor with regional and national resources. Their tools — including a 24x7 Call Center — enable them to respond quickly and efficiently to potential impacts to mission-critical operations.

*On SFO Terminal 1, Hensel Phelps overcame a series of challenges that required rapid response. This included unforeseen underground conditions, irreparable underground utilities, the late addition of a three-story double core elevator tower, and a significant water intrusion incident that damaged more than \$1 million dollars in critical infrastructure for computer equipment that was scheduled to be operational within two months of when the damage occurred. These challenges, along with increases to scope that brought the contract value from \$71 million to \$113 million, were all accommodated through open communication and teamwork surrounding the common goal and underpinned by the partnering process.*

### **Reasonable Price Proposals**

Describe how you will assure that the price proposal for each task order is reasonable before it is submitted to the City and County of Denver for consideration.

Hensel Phelps will ensure clear communication and clear and concise scope of works are provided to all parties involved. Open communication will eliminate any uncertainties with the subcontractors, thus obtaining pricing with little or no contingency to cover the unknown. In addition to maintaining clear communication, the Hensel Phelps team will:

- Develop clear and concise scopes of work for subcontractors
- Schedule development
- Develop a procurement plan (sole source vs. competitive bid)
- Review questions and concerns with DIA's project manager to obtain clear direction
- Develop an estimate based on specific scope
- Conduct a formal internal review of the cost estimate with Hensel Phelps' project manager and senior estimator prior to submitting pricing to DIA.



### High-Quality Resources

Demonstrate that you have the experience and capability to obtain outside resources, to successfully manage subcontractors, and to know what constitutes high quality work.

Hensel Phelps maintains a database of a variety of more than 4,000 subcontractors, vendors, consultants and specialists with whom they have over eight decades of experience in working with. Should any task order require them to obtain said resources, Hensel Phelps will prequalify the right entity. Additionally, Hensel Phelps has more than 300 local salaried and hourly personnel to call upon.

### Managing Multiple Subcontractors / Various Locations

Demonstrate that you have the capability to manage multiple sub-contractors working at various locations and on multiple shifts, schedules or tasks.

As and Indefinite Delivery / Indefinite Quantity (IDIQ), Multiple Award Construction Contract (MACC) and On-Call contractor, Hensel Phelps has extensive experience managing multiple subcontractors at various location, shifts, schedules and various tasks. Some examples include:

**The San Jose International Airport Terminal Area Improvement Program (TAIP)** where Hensel Phelps managed 70 subcontractors throughout the 2.6 million square foot airport. Additionally, Hensel Phelps concurrently managed nine major project elements valued between \$20 million and \$231 million, including the multiple multi-story, multi-use buildings integrating with both landside and airside operations. The team developed innovative solutions to manage challenges that reflect the critical aspects of the task orders. The task orders were planned and executed on a 24/7 basis around the operational needs of the airport. The team worked diligently to ensure airport operations and passenger experience were unaffected.

On an **Indefinite Quantity / Indefinite Delivery contract at Fort Belvoir** Hensel Phelps conducted various renovation scopes of work in five buildings. To meet the scheduled completion, Hensel Phelps worked in all five buildings simultaneously. The first building with the most required work was put on the critical path. To mitigate general condition costs, Hensel Phelps staggered the start of the remaining four buildings to coincide with the overall project completion.

### Guarantee of Timely Completion

Describe the actions you will take to ensure that subcontracted work is completed in a timely fashion and with a high quality of work.

Hensel Phelps' approach to effectively managing subcontractors can be summarized into the following basic steps:

- Communicate the requirements and expectations
- Coordinate the work
- Monitor and communicate performance continually

As task order bid package scopes are completed, a pre-qualification process will be utilized to ensure only capable, safe and quality conscience firms are invited to bid on task orders. Hensel Phelps' requirements and expectations will be further communicated in the bid package narratives which will include the task order-specific quality control, commissioning, and safety plans as well as the unique requirements of the task order. The bid packages will communicate the schedule requirements of each task order by including the master Critical Path Method (CPM) schedule as well as phasing diagrams, site utilization plans and key project milestones.

### Guarantee of High-Quality Work

Describe how you will assure that only high quality work is provided.

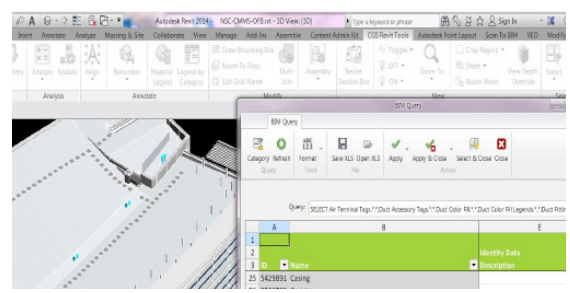
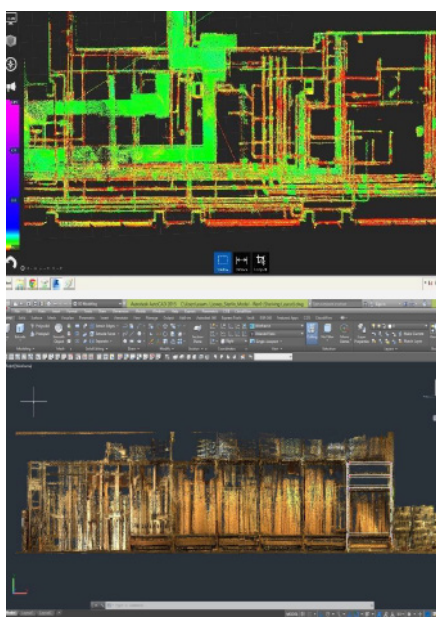
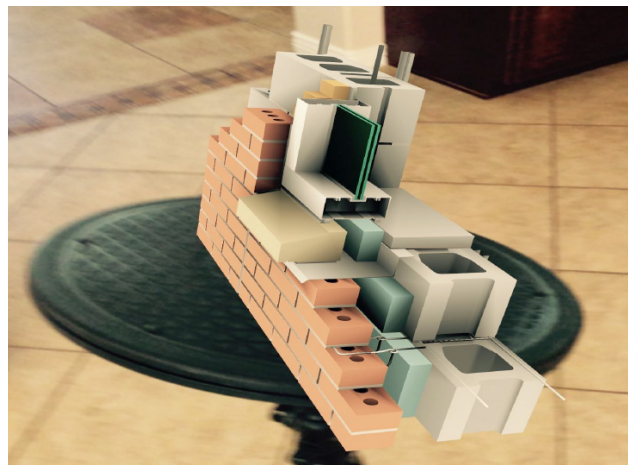
**At Hensel Phelps, quality is built into how they build.**

It starts at the on-set of a project and is integrated into daily activities. For the On-Call General Construction contract, Hensel Phelps will develop:

- A **site-specific Quality Control Plan** built around Hensel Phelps' corporate quality control plan and adaptable to the size and scope of work for each unique task order.
- A **proactive six-step quality process**, designed to ensure that the work is done right the first time. As part of Hensel Phelps' six-step quality control program, subcontractors are integrated into each step of the plan which includes, 1) Purchasing Meeting, 2) Pre-mobilization Meeting, 3) Preparatory Meeting, 4) Initial Inspection, 5) Follow-up Inspection, and 6) Final Inspection. These steps include safety steps, scope verification, schedule reviews for every definable feature of work.
- A **quality process log (QPL)**, which monitors the status of each definable feature of work.
- **Standardized procedures** for documenting and tracking testing, inspections, deficiencies, and as-built conditions.
- A **seven-step commissioning process** which verifies that all equipment and systems operate in accordance with the contract documents.



(5) BIM AND SCHEDULING



## Virtual Design & Construction

All Hensel Phelps projects utilize BIM for planning and coordination

Seamless BIM integration with Integrated Work Management Systems & Computerized Maintenance Management Systems  
● Laser Scanning ● 3D Virtual Mock-ups ● Virtual Reality ● Augmented Reality ● BIM-to-FM



## (5) BIM & Scheduling

Refer to IP-8 for a statement of the criteria to be evaluated with respect to BIM and Scheduling abilities and page limit. Three page limit. Describe your use of BIM and your use of P6 scheduling. EVALUATION CRITERIA: DEN contractors must be able to produce as-built BIM models and P6 schedules in accordance with contract requirements and DEN requirements. Points will be awarded for experience in these areas and demonstrated prior use.

### Capabilities with BIM

Describe your experience and capabilities with BIM.

**Hensel Phelps is routinely among the top BIM General Contractors in the country.** Hensel Phelps has a national and local Virtual Design and Construction (VDC) department devoted solely to Building Information Modeling (BIM) practices including reality capture (laser scanning, virtual reality, augmented reality, and modeling services), spatial coordination, model-based estimating and scheduling, sustainability, and BIM-to-FM (facility management) workflows and deliverables.

Hensel Phelps has a team of experienced personnel who are familiar with the needs of aviation facilities as well as the technology and processes used throughout design and construction for model and data acquisition, development, management, quality control, and hand over to a clients desired Integrated Work Management System (IWMS) and Computerized Maintenance Management Systems (CMMS) solutions.

- **Revit is used in many applications.** One example of its use is to bring additional detail to the design model with the creation of "Lift Drawings." These drawings include all scopes related to a specific phase of work, and are a combination of detailed plan, section, elevation, and 3D views for use in the field by installers. They can be verified for accuracy of each subcontractor's scope by linking the shop drawing files into Revit. From these drawings, points will be created for field layout and then exported to a robotic total station for **highly efficient and accurate layout** by field personnel. Once work has been put in place, as-built locations will then be imported back into Revit to verify the accuracy of placement.



Hensel Phelps uses scan data to compare installed systems to the 3D design model, ensuring it was built right.

- **Assemble** is a web-based program that allows Hensel Phelps to **accurately quantify material** out of the model and in addition **track design modifications or analyze design alternatives** to provide timely potential cost information with confidence and precision through design progression.
- **Laser scanning** has been used extensively in past airport projects to **verify existing conditions**, create models for use in clash detection and coordination, in addition to providing as-built models for installed systems.
- **Navisworks** is used on all of Hensel Phelps' projects as a **3D coordination tool** for running clashes between systems, and as a **communication tool** between Hensel Phelps, the design team and subcontractors.
- **Synchro** software, in conjunction with Revit, AutoCAD, and Sketchup, is used to **verify schedule sequencing** as well as **communicate phasing and workflow** simulation. Other 4D simulations include temporary construction and facilities, site utilization and safety simulations by linking the model to a schedule. This communication technique has proved to be extremely beneficial in pre-planning work resulting in more efficient, cost effective, and safer projects. Using this software will allow for effective planning for paths of travel, use of space, and security protocols.
- **Facilities Management (FM)** solutions and as-built documentation can be offered through use of the model. Hensel Phelps can help the City and County of Denver with seamless integration with Maximo and use of the model in addition to implementing those solutions with on-site personnel based on the City and County of Denver's needs.

Hensel Phelps' BIM process will provide the City and County of Denver certainty of timely completion and quality installation. Hensel Phelps makes BIM a critical part of their process and they will involve all team members including the City and County of Denver, designers, consultants, subcontractors, field personnel, and facilities management.



Hensel Phelps creates as-built models from laser scans to provide to clients as a final deliverable.

### **BIM for As-Built**

*Describe the use of BIM for as-builts.*

The Hensel Phelps team has specific knowledge and experience with the processes for asset management and preventative maintenance workflows from Revit design and as-built models to Maximo. Revit is the Hensel Phelps tool of choice for BIM tasks. Hensel Phelps is well versed in Revit workflows, standards, and best practices. ***Used in conjunction with the Maximo connector tool, the Hensel Phelps team has utilized Revit to assist previous clients in managing their facilities with the models and information generated and gathered during design and construction.***

Beginning with the end in mind the Hensel Phelps team will interview the City and County of Denver's operations and management personnel to ensure the proper data, or attribute sets, are collected for the appropriate systems and uses cases.

Hensel Phelps' well established BIM field workflows and technologies are an integral part of a design model installation and the data management quality control process. ***From design to coordination, bidding and buy-out, submittal, fabrication, installation, inspection, punch, and sign-off, all of these processes are used in progression to generate an accurate and usable as-built model, document set, and attribute database.***

It is Hensel Phelps' experience that if these standards, procedures, and workflows are generated at the beginning of the project, agreed to by the entire team, and adhered to throughout design, fabrication, construction, commissioning, and operations. **The hand off of an accurate and usable as-built deliverable will achieve resounding success.** This success will be defined as an immediate benefit to DIA as a running turnkey operations systems without the need for redundant, time consuming, and transcription prone data entry.

### **Scheduling Philosophy**

*Describe your general scheduling philosophy*

Hensel Phelps' general scheduling philosophy is to closely coordinate with all Stakeholders and provide detailed schedules and overviews of project progress.

For the DIA On-Call contract, during the task order initiation period, **Hensel Phelps' key construction professionals will begin an intensive effort to fully review the plans, specifications, site logistics, key milestones, and other critical information.** During this period, information gathered will be used to validate initial pre-award schedule and strategies.

This information will also help formulate the development of the preliminary task order schedule and pre-work planning. During this period Hensel Phelps will identify major key features of the task order. These meetings will include all Stakeholders, including end-user officials, subcontractors and company resources. During these meetings key owner/end-user objectives for the task order will be outlined and goals identified.

During schedule development, the Hensel Phelps team will analyze any key high risk activities and formulate a pre-work management plan to track the progress from purchasing through submittals, fabrication, installation, and commissioning.

### **Schedule Updates & Incorporating Modified Task Orders or New Task Orders into the Schedule**

Hensel Phelps will handle schedule updates and/or incorporation of new task orders / modifications by:

- coordinating purchasing and contracting efforts to provide the procurement team with critical site logistics and dates of required materials;
- developing long-lead item scheduling;
- regular maintenance of the task order baseline schedule and by monthly updates.

The Hensel Phelps team will integrate and analyze "changes" to the schedule and develop mitigation strategies to maintain the proposed task order completion date. Upon issuance of a change notice, Hensel Phelps will analyze the "change" scope of work for manpower, resources, and



## BIM SUCCESS AT THE FOLLOWING AIRPORTS

San Francisco International Airport (SFO) ● Seattle Tacoma International Airport (SEA) ●  
Los Angeles International Airport (LAX)

logic relationships to provide fragnet schedules. These fragnet schedules will be reviewed with the project team, City and County of Denver and all Stakeholders, prior to integration into the current task order schedules. Hensel Phelps will use the P6 scheduling software “what if” capabilities to determine the impacts, if any, on the overall performance period.

### P6 / Cost Loading

#### Discuss your experience with P6 and cost loading

Since Primavera’s inception Hensel Phelps has been the scheduling software as a standard platform for the company. The basis of Hensel Phelps’ corporate scheduling capability is a highly trained workforce of supervisory personnel that are well versed and proficient in the latest version of P6. Hensel Phelps uses P6 exclusively for all critical path method (CPM) schedule which are cost and resource loaded. Hensel Phelps provides annual training to employees responsible for developing and managing project schedules. As a result, Hensel Phelps superintendents, managers, and engineers are able to read and utilize the CPM as the overall project roadmap.

### Effective Use of Schedules

#### Finally, how do you effectively use schedules?

Hensel Phelps’ effective use of schedules includes ensuring that schedule milestones are met, or exceeded, by establishing a comprehensive and realistic plan to continuously monitor progress. The progress of each issued task order will be clearly communicated to the Hensel Phelps DIA project management team. The team will utilize the following interrelated scheduling tools to ensure that milestones are met effectively and efficiently.

- **Baseline Critical Path Method (CPM) Schedule:** The CPM schedule will serve as the road map for task order planning and execution. Additional schedule control tools (described herein) will be developed from the baseline schedule. The cost loaded CPM will be updated monthly and monitored at both the jobsite and executive levels.

- **Submittal & Delivery Tracking Log:** Developed from the CPM and reviewed as often as appropriate in daily staff meetings, this log will allow the office and field staff to manage the submittal process and coordinate material deliveries. The log will be updated on a weekly basis.
- **Four-Week Schedule:** The four-week schedule will further define CPM activities down to the day-to-day elements that make up a CPM activity. This schedule will serve as the daily work plan and will be reviewed with the subcontractor foremen at the weekly coordination meeting.
- **90-Day Schedule:** The 90-day schedule will add greater definition to CPM activities that will commence in the next three months, from the date of this submission. The schedule will be reviewed bi-weekly and utilized by the office staff to order materials.
- **Short Interval Production Scheduling (SIPs):** A SIPs schedule is a method employed to break a complex schedule of multiple trades down into a trade-by-trade sequence of activities organized into fixed weekly timeframes. Should a large task order be issued, a SIPs schedule would be ideal for efficiency. The weekly review of a SIPs schedule and field progress in each area quickly reveals the status of the project. If trades are not completing their scope of work within the specified timeframes, immediate measures can be taken to increase their individual production to maintain the overall project schedule.
- **Production Trending:** The daily production of key construction elements will be monitored and charted weekly. Trend charts will contain a planned duration curve and the weekly production will be plotted on an actual curve line. Trend charts will be developed for any concrete, pre-cast, and duct bank activities, associated with any task order.

These scheduling tools have resulted in outstanding performance with regards to meeting scheduled completion dates on some of the most challenging projects in the country.

(6) DIVERSITY & INCLUSIVITY

LAND YOUR **DREAM** JOB!



WE WANT YOU.



**NSBE PROFESSIONALS**  
NATIONAL SOCIETY OF BLACK ENGINEERS  
"The House of Black Technical Professionals"

  #henselphelpscareers



**HENSEL PHELPS**  
Plan. Build. Manage.



**Three-time winner of the National ABC Diversity Award**

2015, 2014, & 2013





**(6) Diversity & Inclusivity**

Refer to IP-8 for a statement of the criteria to be evaluated with respect to Diversity and Inclusiveness in City Solicitations. Use only the Attached form.



**Office of Economic Development**  
Division of Small Business Opportunity

201 W. Colfax Ave, Dept. 907  
Denver, CO 80202  
p: 720.913.1999  
f: 720.913.1809  
[www.denvergov.org/dsbo](http://www.denvergov.org/dsbo)

**Diversity and Inclusiveness\* in City Solicitations  
Information Request Form**

Type in your response, print out, sign and date; or print out and complete manually. Please print legibly.

Denver Executive Order No. 101 establishes strategies between the City and private industry to use diversity and inclusiveness to promote economic development in the City and County of Denver and to encourage more businesses to compete for City contracts and procurements. The Executive Order requires, among other things, the collection of certain information regarding the practices of the City's contractors and consultants toward diversity and inclusiveness and encourages/requires City agencies to include diversity and inclusiveness policies in selection criteria where legally permitted in solicitations for City services or goods.

Answer each item below. Missing or incomplete responses will be recorded as "no" or "none". **A proposal or response to a solicitation by a contractor/consultant that does not include this completed form shall be deemed non-responsive and rejected.**

**Project Name:** On-Call General Construction at Denver International Airport

**BID / RFP No.:** Contract #: 201525269

**Name of Contractor/Consultant:** Hensel Phelps Construction Co.

**Address:**  
420 6th Avenue  
Greeley, CO 80631

**Email:** rmatorano@henselphelps.com

**Business Phone No.:** 970.352.6565

**Business Facsimile No.:** 970.352.9311

OED – Executive Order No. 101  
Diversity and Inclusiveness in City Solicitations Information Request Form  
Rev. 3/16/2015

**(6) Diversity & Inclusivity**

On-Call General Construction - DIA - Request for Proposals



1. Do you have a Diversity and Inclusiveness Program?  Yes  No

If **No**, and your company size is less than 10 employees continue to question 11. Complete and sign the form.

If **Yes**, does it address:

- 1a. Employment and retention?  Yes  No
- 1b. Procurement and supply chain activities?  Yes  No
- 1c. Customer service?  Yes  No

2. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. Attach any written material for your program. (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.)

Please see Attachment No. 1, provided at the end of this section.

3. How many employees does your company employ?

- 11-50  over 100
- 51-100

3a. How many of your company's employees are:

Full-time 2300 Part-Time 25

4. How does your company regularly communicate its diversity and inclusiveness policies to employees?

- Employee Training
- Pamphlets
- Public EEO postings
- Other
- Not Applicable

**(6) Diversity & Inclusivity**

On-Call General Construction - DIA - Request for Proposals



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

Not applicable.

6. How often do you provide training in diversity and inclusiveness principles?

- Monthly                       Annually  
 Quarterly                       Not Applicable                       Other \_\_\_\_\_

6a. What percentage of the total number of employees generally participate?

- 0 - 25%                       50 - 75%  
 23 - 50%                       76 - 100%                       Not Applicable

7. 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.)

Please see Attachment No. 1, provided at the end of this section.

8. Do you have a diversity and inclusiveness committee?  Yes     No

8a. If so, how often does it meet?

- Monthly                       Annually                       No Committee  
 Quarterly                       Other \_\_\_\_\_

8b. If you responded that you do not have a diversity and inclusiveness committee, describe any plans your company may have to establish such a committee.

Not applicable.

**(6) Diversity & Inclusivity**

On-Call General Construction - DIA - Request for Proposals



9. Do you have a budget for diversity and inclusiveness efforts?  Yes  No

10. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?  Yes  No

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

If yes, send an email to [X0101@denvergov.org](mailto:X0101@denvergov.org) with your contact information.

Yes

No

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

\_\_\_\_\_  
Signature of Person Completing Form

February 4, 2016

\_\_\_\_\_  
Date

Ryan Martorano, M/WBE Liaison

\_\_\_\_\_  
Printed Name of Person Completing Form

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

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







**Attachment No. 1**

Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. Attach any written material for your program. (This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spend on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service).

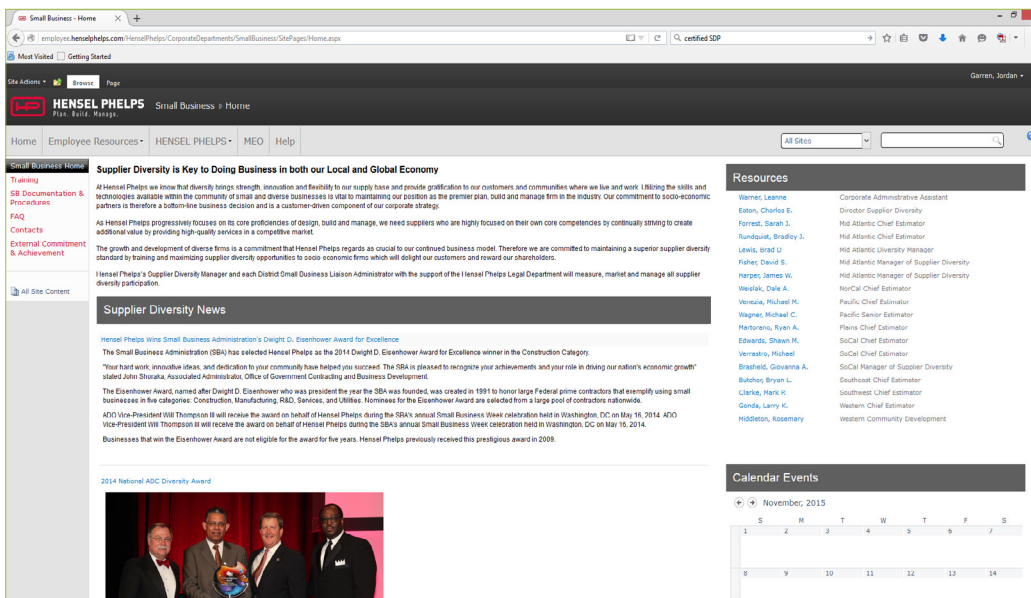
**Hensel Phelps' Diversity Strategy**

Cultivating a diverse workforce is an important part of Hensel Phelps' culture, an effort backed by the *Diversity Advisory Team*, a standing advisory group made up of employees from a variety of ethnic and racial backgrounds, as well as the *WNet*, a leadership network of women within the company. These teams provide direction and vitality to Hensel Phelps' mission of developing a diverse workforce, by strengthening the company's recruitment, employee retention, mentoring, and advancement objectives.

Above all, diversity elevates human value and productivity by respecting and utilizing the differences people bring to the workplace. Our workforce diversity also allows Hensel Phelps to be a better reflection of the communities in which we live and work, and to ensure that our employees are the best and brightest in the industry.

As a further extension of these values, the company also has a long-standing SMWBE subcontractor and joint venture partner development and participation program. Through this program, Hensel Phelps develops productive business relationships with minority and woman-owned business partners in the industry, which fosters community business development in the markets where the company works.

We advertise this strategy both through our internal website, and to the public through our community outreach efforts. On the pages that follow, we have included a sampling of advertisements for such events, and slides utilized at recent presentations to small business owners interested in working with Hensel Phelps.






**Please join us.**  
**Small Business Outreach Event for Prince George's County Based Businesses**

Thursday, December 12, 2013  
1:00 p.m. to 4:00 p.m.  
Light fare will be provided

Hensel Phelps  
Colony South Hotel & Conference Center  
7401 Sunnata Road, Clinton, MD 20735

RSVP to: <http://bit.ly/1aP7vEm>

Representatives from Hensel Phelps will give a brief presentation about upcoming contracting opportunities for the Prince George's County based small business community. Time will be available after the presentation for networking with Hensel Phelps.

Agenda items include:

- Company introduction
- Contracting opportunities
- Current and potential projects
- Bonding assistance program
- Prince George's County MBE Certification process
- MDOT Certification Process
- MWAA Certification Process
- WMATA Certification Process

**HENSEL PHELPS**  
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**You're Invited!**

# CONSTRUCTION.

IT'S WHAT WE DO.

Please join us for our Outreach Event!

Thursday, May 21st

Holiday Inn Express + Suites, 350  
Smoketree Drive, El Centro  
10 - 11:30 am

Calexico Site Walk  
12 pm

We look forward to meeting with local subcontractors to discuss bid opportunities for our upcoming projects:

El Centro Courthouse  
Imperial County Jail  
Calexico Land Port of Entry  
Modernization

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*World-Class Innovators. Landmark Buildings. Inspiring Performance.*

**ASPIRE APOLLO**      **ASCEND APOLLO**



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### Mid Atlantic District Bid Opportunity

Hensel Phelps is hosting an outreach event for the Ascend Apollo Phase 1 at Largo Metro project in Largo, MD. Prince George's County and local certified MBE's and businesses are encouraged to attend. The event will highlight bidding opportunities for the following scopes of work:

Concrete • Surface and Utilities • Electrical Systems • Elevators • Plumbing/Mechanical • Precast • Renovation • Safety & Install • Terrace • Glass • Interoperating • Wheel Hoisting

In addition to the current Bid Package 1 trade opportunities listed in the adjacent column, we will be providing an overview of future bid opportunities for the following trades:

Underpinment • Masonry • CMU Block • Metal & Coated Steel • Windows • Exterior Interior • Overhead Doors • Drywall • Fire Protection • Fabric • Security • Glass • Finish Carpentry • Trim • Cabinets • Vanities • Insulation • Block • Heating & Cooling • Ceiling • Restrooms • Stone/Tile • Fireplaces • Countertops • Elevator Hoistways • Parking Control Equipment • Appliances • Window Treatments • Floor • Closets • Finishing

An overview of opportunities at Aspire Phase II at Camp Springs will also be discussed.

**INTERESTED? RSVP by March 19th CLICK HERE**  
March 20, 2015 (12:00 pm) [Radisson Hotel Largo]  
9100 Basil Court, Upper Marlboro, MD 20774

*World-Class Innovators. Landmark Buildings. Inspiring Performance.*

For more information on this bid opportunity please contact:  
Dale Woodring  
4437 Brookfield Corporate Drive, Suite 207  
Charlottesville, Virginia 22909  
703.828.3200

Hensel Phelps is an Equal Opportunity Employer. We encourage and actively solicit proposals from Small Business, including Minority, Disadvantaged, Veteran/Disabled, Veteran/Disabled Small Business, MBE/DBE Businesses.

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### Marriott Residence Inn Baltimore at Johns Hopkins Medical Campus Bid Package 6 Outreach Meeting

Tuesday, November 3<sup>rd</sup>, 2015 from 3:00PM to 5:00PM  
EBD's Office  
Large Conference Room  
1731 E. Chase Street  
Baltimore, MD 21213

This Bid Package 6 outreach meeting is a specific review of the Millwork & Casework, Ornamental Metals, Doors, Frames, & Hardware, Framing, Drywall & Acoustical Ceiling, Carpet & Resilient, Painting & Wall Covering, and Ceramic and Stone Tile scopes, a brief review of upcoming packages, and a reiteration of Hensel Phelps' commitment to small business participation in East Baltimore.

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### MEET & GREET / OUTREACH EVENT TUESDAY, SEPTEMBER 1, 2015

LEARN ABOUT THE UPCOMING:  
**SOUTH TERMINAL C, PHASE 1 (LANDSIDE & AIRSIDE TERMINAL) ORLANDO INTERNATIONAL AIRPORT**

SEEKING PARTICIPATION FROM ALL VENDORS AND TRADES, INCLUDING DISADVANTAGED, MINORITY, WOMEN, LOCAL DEVELOPING, AND SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES.

**OPEN HOUSE AT HENSEL PHELPS' ORLANDO OFFICE 9:00 - 11:00 AM**

HORS D'OEUVRES & BEVERAGES WILL BE PROVIDED  
*HENSEL PHELPS IS AN EQUAL OPPORTUNITY EMPLOYER*

**HENSEL PHELPS**  
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### Multi-Agency Service Park Project Montgomery County, Maryland MFD Outreach Event

September 24<sup>th</sup>, 2015 from 2:00PM to 4:00PM  
Rockville Library  
1<sup>st</sup> Floor Meeting/Event Room  
21 Maryland Avenue  
Rockville, MD 20850

The purpose of this MFD outreach event is to conduct the Pre-bidding, Pre-qualification & Bid Review, Bid Opening, Award Period, 10% Bid Retention, Bid Security, Contracting, Measure Extension, Early Award Period, Design, Planning, & Construction, Overhead Doors, Glass, Metal Hardware, Insulation, Fire, Fireproof & Protection, Floor, Lining, Flooring, Millwork, Building Services, Toilet, Restrooms, Partitions, Wall & Ceiling Panels, Metal Lockers, Fire, Interceptors & Egress, and other related services. Interested subcontractors should contact Hensel Phelps' Bid Management for MFD participation.

For more information contact Lead Estimator Steven Day at [SDay@henselphelps.com](mailto:SDay@henselphelps.com)  
RSVP by clicking this [LINK](#). Any questions about RSVP'ing, contact James Harper at [jharper@henselphelps.com](mailto:jharper@henselphelps.com)

**“ At Hensel Phelps we know that diversity brings strength, innovation and flexibility to our supply base and provides gratification to our customers and communities where we live and work. ”**



*2015 training session in one of our district offices.*

### **Employee Workforce Diversity**

In order to protect an inclusive environment, people have to understand the importance of a diverse workforce. Hensel Phelps' *Diversity Awareness Program* promotes an attitude of respect. Our leadership selection process and talent discussions focus on encouraging employees to demonstrate openness in their behavior. Each year, with the visible support of leadership, employees gather to engage in diversity dialogues that examine realistic scenarios in an effort to help better understand their colleagues. This sensitivity training helps us continue to foster the most productive and creative working environment possible by continually improving the communication skills of Hensel Phelps' staff.

In addition to the Diversity Awareness Program, we provide numerous training courses for personnel at all levels of responsibility. These courses provide a means of orienting and aligning employees, subcontractors, and suppliers with Hensel Phelps' policies and procedures to further ensure cultural competence with regard to diversity.

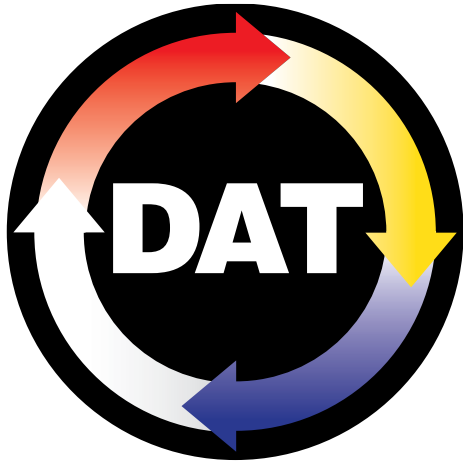
### **Specific in-house training programs include:**

- » [Annual supplier diversity/small business program training](#) for project managers and supervisors covers small and disadvantaged subcontractor participation goals.
- » [Monthly manager and estimator training](#) includes discussions regarding the status of project subcontracting goals, our current subcontractor training efforts, and the small business subcontractor program in general.
- » [Introductory three-day "Field Office Guide" overview](#), presented to all new hires, includes subject matter related to the small business subcontracting program.
- » [Monthly webinar training is provided to our subcontractors and suppliers](#) on Federal Acquisition Regulations (FAR) for utilizing and reporting second-tier small business participation. Hensel Phelps then monitors the subcontractors to ensure that they adhere to these regulations.

In addition to internal courses, our management staff actively seek out and participate in the learning opportunities provided through professional associations and symposia.



*A recent Hensel Phelps training session for young engineers and project managers regarding small business inclusion.*



### Diversity Advisory Team

Hensel Phelps established the corporate *Diversity Advisory Team (DAT)* in 2001. This team is overseen by a corporate board member (currently Jim Pappas, Vice President in Northern California) and includes a diverse group of respected employees from across the company. DAT's mission is to recommend strategic direction and policies to executive leadership that can further Hensel Phelps' diversity mission. This way, Hensel Phelps' top leadership is certain to directly link diversity concerns with overall business objectives. Our company values each individual's contribution as integral to the bottom line.

#### *The Diversity Advisory Team:*

- » Creates a culture of mentoring and networking within each Hensel Phelps district.
- » Provides a platform to communicate corporate diversity initiatives and progress updates to onsite project staff.
- » Facilitates training for best practices in recruiting.
- » Organizes and participates in networking events where employees engage in diversity training and networking with upper management.
- » Hosts events for interns such as dinners, sporting events and collaborative meetings to promote interaction and communication between the interns and Hensel Phelps management personnel.
- » Has hosted award ceremonies for local small business contractors in recognition of their contributions to the construction community.
- » Arranges and participates in subcontractor networking events, including round table discussions that help us understand the unique challenges faced by small businesses in the marketplace.
- » Tracks district diversity statistics on recruiting, retention, and promotion for inclusion in the monthly *Diversity Workforce Reports* presented to the board of directors.
- » Maintains contact lists for the National Society of Black Engineers (NSBE), the Society of Hispanic Professional Engineers (SHPE), and the Society of Women Engineers (SWE) to assist company recruiters in identifying qualified, diverse job candidates.
- » Assists in reviewing diversity training curricula for Hensel Phelps employees.
- » Organizes charitable events in local communities where the company operates.

## (6) Diversity & Inclusivity

### On-Call General Construction - DIA - Request for Proposals



#### WNET, AANET & VNET

Hensel Phelps' *Women's Network (WNET)*, *African American Network (AANET)*, and *Veteran's Network (VNET)* are additional support/resource groups under the DAT umbrella. These groups were established to provide individuals with an additional networking platform to assist them in adjusting to the challenges of a construction industry work environment. WNET, AANET and VNET provide training, support, and networking opportunities for minority peers within the company.

The WNET, AANET and VNET meet in each district every quarter, organizing talks, jobsite tours, and other opportunities for these employees to connect. The hallmark event for these groups are their corporate meetings (held every one-to-two years) where all the members nationwide are brought together with board members and senior executives for a multi-day conference. There are a variety of leadership topics discussed that help shape the corporate strategic plan for recruiting, hiring and retaining the best and most diverse talent this industry has to offer. All the initiatives discussed at these gatherings are then folded under the DAT umbrella for corporate implementation.



Nationwide company representatives at our biennial WNET conference.





## COMPANY DIVERSITY HIRING, TRAINING, AND RETENTION

The numbers below reflect all new hires (including craft) for Hensel Phelps from 1/1/2015 to 11/13/15. In total, 70% of the 939 hires we have made so far in 2015 fall within one of the diversity demographics listed below.

DIVERSITY DEMOGRAPHIC	NUMBER OF NEW HIRES	PERCENTAGE OF TOTAL
Female	116	12%
Black or African American	67	7%
Hispanic or Latino	325	35%
Asian	55	6%
American Indian or Alaskan Native	9	1%
Native Hawaiian or Pacific Islander	58	6%
Two or More Races	40	4%
Veteran	33	3%
Disabled	17	2%
<b>TOTAL</b>	<b>720</b>	<b>70%</b>

**Average Tenure for Minority Hensel Phelps Employees\*:** 5 years, 1 month, 16 Days  
**Average Tenure for Majority Hensel Phelps Employees\*:** 7 years, 6 months, and 3 days

*\*Inclusive of both salaried and hourly employees.*

Hensel Phelps is proud that the majority of our management-level staff joined the firm in entry-level positions and have chosen to progress through the ranks, ensuring the continuation of the “Hensel Phelps Way” of doing business.

Hensel Phelps has a uniformed set of promotion criteria that each employee -regardless of ethnicity and gender- is required to meet prior to promotion. To assure competency at each level of their career. On average, a new employee receives his/her first promotion within the first two years of employment, with subsequent promotions occurring as proficiency criteria are met, (typically every two years subsequent).

The numbers below reflect all management-level promotions made between 10/1/2014 and 9/30/2015.

Promotions	Total Number	Rate
Diverse Employees	58	31%
Other	128	69%

First Promotion to Management	Total Number	Rate
Diverse Employees	30	35%
Other	55	65%

### Emerging Leaders Seminar

In addition to the annual meetings for the WNET, AANET, VNET and DAT, the company hosts a seminar specifically targeted to employees who have just joined the company. This year's *Emerging Leaders Seminar* was the largest group yet, with 230 attendees from all over the country. The planning and presenter committee always consists of representatives from each district, with the support of our board of directors. The seminar is filled with numerous exercises and interaction focused on team-building, communication, safety, leadership, personal network development, and fun.

#### *Presentation topics at this year's seminar included:*

- » **Hensel Phelps Culture:** Learning what makes Hensel Phelps unique
- » **Building Teams:** Examining the attributes of successful teams, as well as strategies for building trust and dealing with conflict.
- » **Risky Business:** Understanding and identifying uncertainties in our operations to minimize or eliminate loss.
- » **Safety:** Showing how to make an impact on safety by getting involved, and becoming a hazard spotter.
- » **Importance of Subcontractors:** Highlighting the importance of good subcontracting relationships and these relationships' importance to the success of Hensel Phelps.
- » **Situational Leadership:** Providing a model that supports the notion there is no "One Size Fits All" leadership style.
- » **Personal Network:** Exploring mentorship and the expansion of a business network.
- » **Taking Charge of Your Career:** Playing the cards you are dealt and exploring various paths through active goal-setting.

## (6) Diversity & Inclusivity

### On-Call General Construction - DIA - Request for Proposals

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Hensel Phelps offers numerous summer internships to engineering and construction management students. Scholarships are available for outstanding interns who accept full-time employment prior to the completion of their college career. They are also paid a competitive wage, with partial reimbursement for living and travel expenses offered at most project locations.

Intern opportunities exist each summer in every district, with duties varying widely due to the diversity of projects. Each assignment provides a realistic sampling of the functions required of construction professionals during the early years of employment in the industry. Accepting an internship with Hensel Phelps is the first stepping stone in a prosperous career with the company.

We make every effort to recruit a diverse group of interns who may eventually join us as salaried Hensel Phelps staff. For example, each year we have project staff and corporate DAT members attend the National Society of Black Engineers Conference as a recruiting measure. At this year's conference in Anaheim, California, we reviewed a multitude of resumes, and interviewed nine candidates for internships with the company, four of which we hired. Of those four interns, one has accepted a follow-up internship for Summer 2016, and two others have pending offers of permanent employment with the company. Hensel Phelps also engages in recruiting efforts through the Society of Hispanic Professional Engineers, the Society of Women Engineers, and other similar groups.

***Out of the 140 interns Hensel Phelps hired over the Summer of 2015, 45% identified as women and minorities.***







Minority institutions are underutilized resources where mutual interests can produce valued partnerships for Hensel Phelps and the communities we serve. Our hope is to strengthen the infrastructure and relevant academic programs of such institutions by providing opportunities for underrepresented students to pursue careers in the construction industry. Hensel Phelps has a history of encouraging the interests of these young people in the communities where we operate. We conduct jobsite visits with school groups, speak in their classrooms, and provide guidance and mentorship in an effort to get students excited about careers in construction.

In Baltimore, Maryland we were instrumental in helping establish the *ABC Jumpstart Pre-Apprenticeship Program* back in 2006. Hensel Phelps set up a training facility, interviewed candidates for the program, and then arranged for prospective trade contractors to interview, hire, and sponsor these young adults in the state-approved *Baltimore ABC Apprenticeship Program*. Hundreds of students have since benefited from Jumpstart, and we are currently in talks to expand the program into nearby Prince George's County.

At Arizona State University, Hensel Phelps regularly participates in class presentations, and provides mentors through the University's own mentoring program. They also support Advancing Women in Construction (AWIC), Advancing Minorities in Construction (AMIC) and the Association of Minority Contractos of America (AMCA) in their efforts at Arizona schools. We are a Premier Sponsor of AMCA and offer student grants through AMIC, where Project Manager Jose Diaz (in his ninth year as a board member) currently serves as the Chairman of the Board.

### **ACE Mentor Program**

In an effort to reach even more students, Hensel Phelps supports and participates in the independent non-profit ACE Mentor Program. This program was founded in 1994 to attract high school and college students, particularly minorities, women, and the less fortunate, into the architecture, construction, and engineering industry. Since its inception, ACE has awarded over \$14 million in scholarships to promising participants in the program.

Over the last year, Hensel Phelps has worked with five different ACE affiliates in the Mid-Atlantic, Florida, and Arizona, to supply mentors to local high school students. In each of these geographic areas, we also had representatives on the ACE Mentor Program Board. The program is not only rewarding for the students, but for our employees. The majority of those who participated this year have also mentored students in past school years.

High schools where we have served as mentors recently include:

- » Metro Tech High School, Phoenix, AZ
- » Plantation High School, Plantation, FL
- » Home School Network, FL
- » Hayfield High School, Alexandria, VA
- » Frederick High School, Frederick, MD



### **Historically Black Colleges and Universities**

Since 2000, Hensel Phelps has provided many levels of support to Historically Black Colleges and Universities (HBCU) including:

- » Estimating, scheduling and project management seminars at various HBCUs with civil engineering, architectural, development or construction management programs
- » Construction Advisory Board membership at North Carolina A&T University, Prairie View A&M University, Morgan State University, and Florida A&M University
- » Internships and permanent hire opportunities
- » An annual scholarship at Florida A&M University
- » Mentorship and career coaching
- » Construction management faculty advisor "Professor Internships"
- » Opportunities to participate in constructability reviews for design-build projects

### **Support of Student Professional Organizations**

Hensel Phelps is a committed supporter of the Society of Women in Engineering (SWE), the Society of Hispanic Professional Engineers (SHPE) and the National Society of Black Engineers (NSBE). Each year since 2005, we have helped the students that run SWE, SHPE and NSBE through financial commitments, training programs and internship opportunities. Each year, roughly 20 students from these organizations are recruited, provided internships and co-ops and given tuition assistance. Recruiting at these student-run organizations has become Hensel Phelps primary method for finding the most qualified, diverse new hires in the industry.





Hensel Phelps has over 85 active construction projects nationwide. We regularly meet or exceed the goals provided by the federal government and individual clients or municipalities regarding the participation of minority and women-owned businesses. We make every effort to schedule project-specific community outreach events (as exemplified by the flyers featured on page 5) to attract new contractors and establish new long-term relationships within the minority contracting community. We advertise these events through local organizations and other small business partners. For example, when advertising two new large-scale jobs in the Baltimore, MD area we reached out to the Maryland Minority Contractors Association (MMCA), Maryland Washington Minority Companies Association (MWMCA), Maryland Department of Transportation (MDOT), and the City of Baltimore's Mayor's Office of Minority and Women-Owned Business Development—all of whom lent their assistance.

Seven federal projects completed within the last year were featured as part of our most recent Defense Contract Management Agency (DCMA) Contractor Subcontracting Compliance Review, where Hensel Phelps received a Rating of "Exceptional." The Department of Defense's (DoD) goals and our achievements are listed in the table featured below.

Category	DoD Subcontracting Goal	FY 2014 Goal Achievement
Small Disadvantaged Business	5.0%	56.45%
Women Owned Small Business	5.0%	37.18%
Veteran Owned Small Business	3.0%	21.04%
Service Disabled Veteran Owned Small Business	3.0%	28.47%
HUBZone Small Business	3.0%	21.4%

The following Hensel Phelps chart further demonstrates our track record with the inclusion of minority and women-owned businesses by showing how we have trended upwards in the last five years.

Year	Small Disadvantaged Business		Women Owned Small Business	
	% Goal	% Achieved	% Goal	% Achieved
2011	16.0%	28.0%	13.0%	25.0%
2012	11.0%	21.7%	8.6%	18.7%
2013	13.5%	23.2%	10.0%	16.7%
2014	12.0%	22.8%	12.6%	16.5%
2015	11.9%	35.2%	10.8%	18.1%



# CONTRACTOR/VENDOR RELATIONSHIPS & MEASURABLE RESULTS

*Hensel Phelps is committed to the national betterment of small, minority and women-owned suppliers, and as such, has established multiple programs that encourage their growth.*

A major component of our efforts to assist minority and women-owned businesses is our corporate *Mentor-Protege Program*. This program is designed to develop the technical capabilities of these smaller contractors so that they are better positioned in the marketplace as either prime contractors subcontractor, or both. Along with the benefits drawn by the proteges, we as the mentor firm receive tangible value from these relationships.

Since 2005, we have provided this mentorship to over 50 firms. A description of our current mentor-protege relationships follows.

Company Name	Type of Small Business	Hensel Phelps District	Objectives of Mentorship	Major Accomplishments
Athena Construction Group, Inc.	WBE, SDVOSB, HUBZone	Mid Atlantic	Assistance with general business management, engineering and technical development and establishment of corporate safety program	Dave Webb, our safety director, worked with Athena to develop their corporate safety program. He met with Athena's owners and conducted training on managing safety and developing approaches to an effective safety program.
BlueForge, LLC / ARGO Systems LLC	SDVOSB, HUBZone	Southeast	Bolster business development, administrative functions; create operational management; technology transfer	BlueForge LLC is currently working on two active projects, 3rd ID and TEMF Ft Benning, GA. Provided complete contract administration and site supervision for +/- \$3.5M Concrete Paving Package; AFTAC Lab and HQ Patrick AFB, FL Providing complete contract administration and site supervision for construction of +/- \$5M precast parking structure
Adolph's Glass Company, Inc.	MBE	Northern CA	Bonding & Insurance, understanding financial statements, certified payroll reporting, safety training, scheduling	Since the establishment of the agreement, Adolph Glass Company, Inc. now has a bonding capacity which has matured from \$64,000 to \$1.5 million



Company Name	Type of Small Business	Hensel Phelps District	Objectives of Mentorship	Major Accomplishments
LeVis Consulting Group, LLC	WBE	Southwest	<i>Management training and marketing assistance</i>	<i>Desire to pursue larger projects and increase number of project performed annually; investment in additional equipment; more working capital; increased on bonding and insurance; and develop effective marketing tools</i>
TPT Gardener	Not Available	Northern CA	<i>Bonding &amp; Insurance, understanding financial statements, safety training, marketing/sales/business plan</i>	<i>Provided landscaping on LAUSD project. Received bonding with total contract value of \$566,880</i>

**Technical Assistance Program**

Hensel Phelps' Technical Assistance Program for diverse small contractors addresses many areas where these businesses need our help. These can include:

**Banking and Financial Assistance**

- » Bonding assistance —since 2009, Hensel Phelps has helped provide \$35 million in bonds to small businesses unable to obtain bonding through a standard surety program
- » Accommodation of varying payment schedules to help maintain cash flow
- » Material and equipment purchasing assistance
- » Facilitation of one-on-one meetings with lenders to establish a line of credit
- » Accountability and financial management assistance —help explain operational procedures for balance sheets and cash flow statements

**Marketing, Estimating and Bid Preparation**

- » Assistance in development of a business marketing plan
- » Evaluation of estimating tools, and suggestions regarding enhancements
- » Training for preparation of bid documents

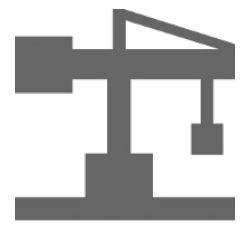
**Project Management and Field Operations**

- » Guidance regarding proper understanding of contract language
- » Tools for documentation and submissions
- » Short and long-term schedule development
- » Measurement of final project projections
- » Training for safety, quality and risk management concerns
- » Introduction to technologically-advanced requirements such as BIM, LEED and Net Zero

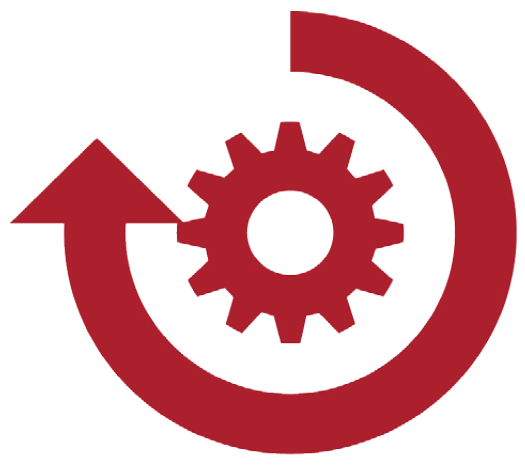
(7) RATES & MARKUPS



Plan.



Build.



Manage.



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# **EXHIBITS K & L**

# **Core Staff Rates and**

# **Mark Ups**

**Documents produced by Contractor for the Request for Proposal 201525269 are  
incorporated and herein by reference.**



**(7) SCHEDULE OF RATES AND MARKUPS FORM**

Refer to IP-8 for a statement of the criteria to be evaluated with respect to this section. Use this form. Include Exhibit K and Exhibit L in their entirety.

**A. Position**

<b>Project Manager:</b>	<u>103.85/hr</u>
<b>Project Superintendent:</b>	<u>97.27/hr</u>
<b>Project Engineer:</b>	<u>85.83/hr</u>
<b>Office Engineer:</b>	<u>76.15/hr</u>
<b>Administrative Asst / Timekeeper:</b>	<u>40.80/hr</u>

**B. Labor Markup**

**Labor Markup Percentage:** 5%

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

**C. Material Markup**

**Material Markup Percentage:** 2.5%

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

**D. Equipment Markup**

**Equipment Markup Percentage:** 2.5%

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







**E. Subcontractor Markup**

**Subcontractor Markup Percentage:** 2.75%

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

**F. Engineering and Survey Markup**

**Engineering and Survey Markup Percentage:** 2.5%

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

**G. Testing Markup**

**Testing Markup Percentage:** 2.5%

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

**H. Permits**

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

**I. Sales Tax, Bond and Insurance**

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

**J. Additional or Extra Work Performed within a Task Order**

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

**K. Retention**

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

**L. Subcontractors**



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

ADDITIONAL PROPOSAL FORMS

**73 PROJECTS AT  
DENVER INTERNATIONAL AIRPORT**





## **Proposal Data Forms**

### **Proposal Data Forms**

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





**Proposal Data Forms**

**INFORMATION ABOUT CONTRACTOR**

1. Name of Proposer/Contractor: Hensel Phelps Construction Co.

2. Type of business entity: A General Partnership

NOTE: If Proposer is a **partnership** or **joint venture**, give full names of all partners or joint ventures. Proposal must be signed by all joint ventures. If Proposer is a **limited liability company**, Proposal must be signed by authorized manager (may be signed by member-manager if LLC is organized to allow management by members).

3. Prequalified by City and County of Denver as Construction Contractor : Categories: 2A-General Building

Monetary Limit: \$25,000,000

4. Address of Contractor: 420 6th Avenue

Greeley, CO 80632

Telephone: 970.365.6565 Fax: 970.352.9311

5. Established where and when: Delaware, March 22, 1982

6. Contractor's Banks: \_\_\_\_\_

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

Name: Please see the list on the following page. Name: \_\_\_\_\_

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

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

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

RESOLUTION  
Hensel Phelps Construction Co.  
January 4, 2016

I, Robert P. Majerus, Secretary of Hensel Phelps Construction Co., a Delaware general partnership, hereby certify that the following Resolution was duly adopted by the Board of Managers of Hensel Phelps Construction Co., effective January 4, 2016.

Whereupon, the following Resolution was moved, seconded, and carried:

BE IT RESOLVED, that effective January 4, 2016, the following employees of the company are authorized to sign general construction contracts and other agreements for and on behalf of Hensel Phelps Construction Co. and said documents are approved for attestation by the Secretary and/or Assistant Secretaries of the company.

Jeffrey K. Wenaas, President and Chief Executive Officer  
Robert P. Majerus, Vice President, General Counsel and Secretary  
Stephen J. Carrico, Vice President of Finance and Treasurer  
Jon W. Ball, Executive Vice President  
Allan J. Bliesmer, Vice President  
Michael J. Choutka, Chief Operating Officer  
Steve M. Grauer, Vice President  
Kirk J. Hazen, Vice President  
Laird B. Heikens, Vice President  
Bradley A. Jeanneret, Vice President  
Cuyler R. McGinley, Vice President  
E. Glen Miller, Vice President  
James R. Pappas, Jr., Vice President  
William A. Thompson, III, Vice President  
Richard G. Tucker, Executive Vice President  
Bradley D. Winans, Vice President

CERTIFICATION

I, Robert P. Majerus, Secretary of Hensel Phelps Construction Co., do hereby certify the above and foregoing Resolution was adopted by the Board of Managers of Hensel Phelps Construction Co. effective January 4, 2016, and that the Resolution is in full force and effect. This Certification is made and entered into this 13th day of January 2016.



  
Robert P. Majerus, Secretary



8. Proposer's/Contractor's City and County of Denver Contractor License if it has obtained one: License No.: Contractor No. 13160  
Class: Class A.

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

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

10. Proposer's Surety: Travelers Insurance

11. Surety's State of Incorporation: Connecticut

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

13. Name and address of person to receive payments: Mary Suchecki  
420 6th Avenue  
Greeley, CO 80632  
\_\_\_\_\_

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

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



Proposer Hensel Phelps Construction Co.

**Proposal Data Forms**

**EQUAL OPPORTUNITY REPORT STATEMENT**

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

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

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

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

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

Dated: February 4, 2016

Hensel Phelps Construction Co.  
(Name of Proposer)

By: Edwin Glen Miller 

Title: Vice President & President of the Services Group





Proposer Hensel Phelps Construction Co.

**Proposal Data Forms**

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

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

DATED: February 4, 2016.

Hensel Phelps Construction Co.

(Name of Proposer)

By: Edwin Glen Miller

Title: Vice President & President of the Services Group



## **Commitment to Minority & Women Business Enterprise Participation**

Hensel Phelps is committed to maximizing M/WBE participation on every project they undertake. Hensel Phelps is historically successful at not only meeting, but exceeding M/WBE participation goals set forth by themselves and their clientele. This success comes from having an intimate knowledge of special barriers that businesses and communities face and equipping those firms with the tools necessary to remove those barriers.

The commitment that Hensel Phelps has made to the national betterment of M/WBE firms is marked by achievement in many areas of innovative and resourceful programs for M/WBE concerns. A major component to the development of M/WBE is through mentor-protégé relationships.

Company wide, Hensel Phelps initiates formal—*approved through the General Services Administration, Department of Defense or the Small Business Administration*—and informal mentor-protégé relationships with a variety of M/WBE firms in their primary areas of operation. Currently, Hensel Phelps has formal mentor-protégé agreements with six M/WBE firms across the nation and more than a dozen informal mentor-protégé agreements with municipalities and other entities.

Hensel Phelps' mentor-protégé agreements are designed to develop the technical capabilities of M/WBE firms concerns and other eligible protégés so that these firms are better positioned to participate in the marketplace as either prime contractors, subcontractors, or both. Along with developing the capabilities of the protégé, the mentor-protégé program can result in tangible values to the mentor.

Hensel Phelps currently has two mentor-protégé relationships with local Colorado firms, approved through the City and County of Denver: **Sky Blue Builders, Inc.** (full service general contractor; cast in place concrete, rough carpentry, masonry, general carpentry) and **Flawless Steel Welding** (steel welding, metal fabrication, structural steel, and commercial solutions).

### **LIST OF M/WBE & SMALL BUSINESS AWARDS IN THE LAST THREE YEARS**

2015	National Diversity Excellence Award, Associated Builders & Contractors
2015	Small Business Advocate Award to Dr. Giovanna Brasfield - Hensel Phelps South California Supplier Diversity Manager, Greater Los Angeles, CA African American Chamber of Commerce
2014	National Dwight D. Eisenhower Award for Excellence in Construction, U.S. Small Business Administration
2014	Top Corporation for Veteran-Owned Business, National Veteran-Owned Business Association (NaVOBA)
2014	Arizona Million Dollar Circle of Excellence, Arizona Hispanic Chamber of Commerce
2014	National Diversity Excellence Award Associated Builders & Contractors, Inc.

*"Hensel Phelps cares, they really care, what they do is mentor small businesses in so many ways."*

~ Jerry Williams, BMW Electric (SDB)

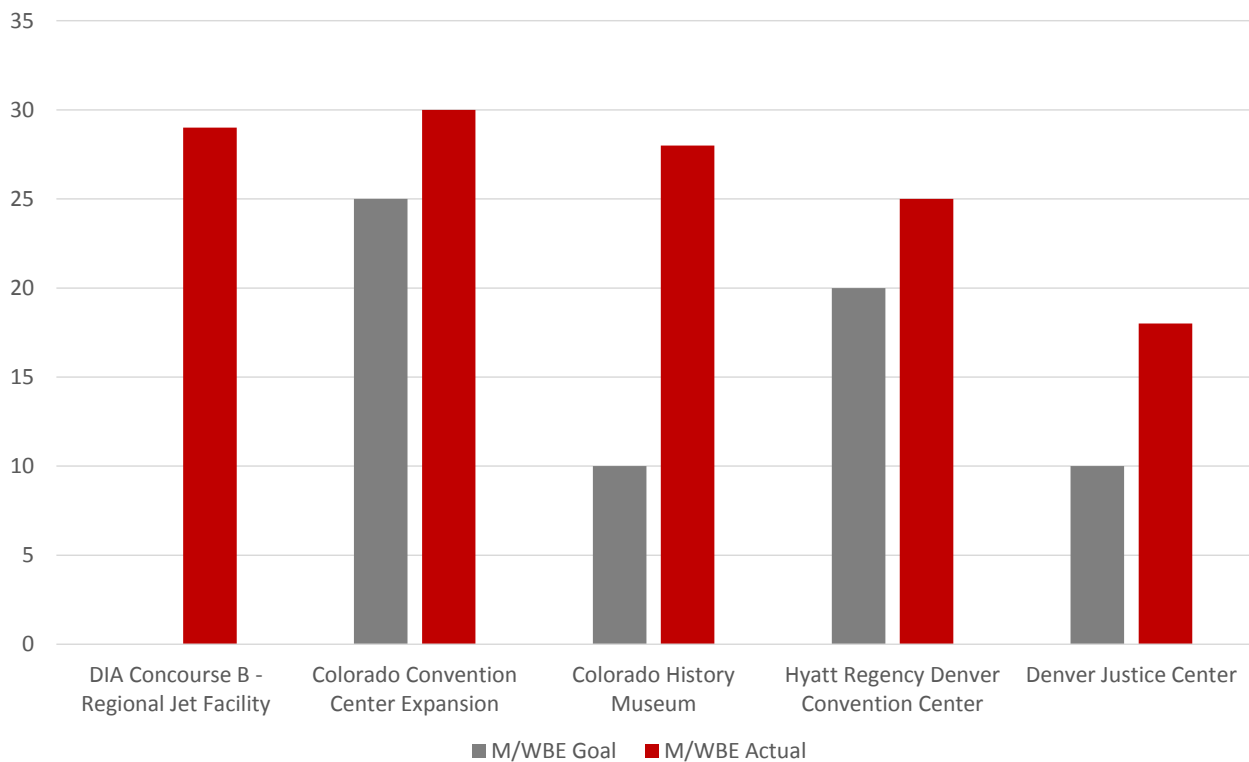




**Maximizing M/WBE Participation**

- ✓ On the **Love Field Modernization Program**, Hensel Phelps exceeded the M/WBE of 25%, supplying contracts to more 270 M/WBE firms. **In the end more than \$200 million in M/WBE contracts were executed**—resulting in 30% participation on the project.
- ✓ On the **SFO Boarding Area E Improvements** project there was a 14% goal for small and local disadvantaged businesses as classified by the City of San Francisco. The project team exceeded the goal by achieving 19%.
- ✓ On the D/FW People Mover Station, more than 40% of the \$195 million contract was awarded to M/WBE firms.

M/WBE Participation on Colorado Projects



*(Please note on the DIA Concourse B Regional Jet Facility there were no owner-stipulated goals, but Hensel Phelps endeavored to provide maximum participation of M/WBE firms.)*



### Commitment to Minority & Women Business Enterprise Participation

#### COMMITMENT TO MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

The Proposer is committed to a minimum of 30% MBE/WBE utilization on the Project, and will submit Letters of Intent for each MBE/WBE listed in the Proposal Forms.

The Proposer is unable to meet the project goal of 30% MBE/WBE and is committed to a minimum of \_\_\_\_\_% MBE/WBE utilization on this project. The Proposer understands that it must submit a detailed statement of its good faith efforts, which occurred prior to the Proposal opening, to meet the project goal, and must submit Letters of Intent for each MBE/WBE listed in the Proposal Forms.

Proposer: Hensel Phelps Construction Co.

Name of Firm

By:  Vice President & President of the Services Group  
Signature Title

Address: 420 6th Avenue

Street

Greeley, CO 80632

City / State / Zip Code

Telephone:

Phone

970.365.6565

Fax

970.352.9311





**Small Business Opportunity Division - Joint Venture Affidavit**

**SMALL BUSINESS OPPORTUNITY DIVISION**

**JOINT VENTURE AFFIDAVIT**

"The Undersigned swear 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 initiating action under Federal or State laws concerning false statements."

Not applicable

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

(Name) \_\_\_\_\_ appeared to me personally known, who, being first duly sworn, did execute the foregoing affidavit, and subscribe and swear to such affidavit before me, and did state that he or she was properly authorized by (Name of Firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Date: \_\_\_\_\_ Notary Public \_\_\_\_\_

State of \_\_\_\_\_ Commission Expires \_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_ before me

(Seal)



## Small Business Opportunity Division - Joint Venture Eligibility Form

### Small Business Opportunity Division

#### JOINT VENTURE ELIGIBILITY FORM

**Joint Venture** means an association of two (2) or more business enterprises to constitute a single business enterprise to perform a City professional design or construction services contract or City construction contract for which purpose they combine their property, capital, efforts, skills and knowledge, and in which each joint venturer is responsible for a clearly defined portion of the work, performs a commercially useful function, and shares in the ownership, control, management responsibilities, risks and profits of the joint venture. *D.R.M.C.28-203. (p)*

1. Name of Joint Venture Not applicable

2. Address of Joint Venture: \_\_\_\_\_

Address

\_\_\_\_\_ City

\_\_\_\_\_ State

\_\_\_\_\_ Zip Code

3. Telephone number of joint venture:(\_\_\_\_)\_\_\_\_\_

4. Identify the firms which comprise the joint venture

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

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

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

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

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

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

1) Describe the role of the MBE/WBE in the Joint Venture:

\_\_\_\_\_  
\_\_\_\_\_

(Attach additional information if necessary)

2) Briefly describe the experience and business qualifications of each non-MBE/WBE Joint Venturer.



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(Attach additional information if necessary)

5. Name of the Joint Venture's Business: \_\_\_\_\_

6. Provide a copy of the signed Joint Venture Agreement

7. What is the claimed percentage of MBE/WBE ownership? \_\_\_\_\_%

8. Ownership of Joint Venture: (This need not be filled in if described in the joint venture agreement provided in question 6.)

(a) Profit and loss sharing: \_\_\_\_\_

(b) Capital contributions, including equipment: \_\_\_\_\_

Other applicable ownership interests: \_\_\_\_\_

Duration of the joint venture:

From: \_\_\_\_\_ To: \_\_\_\_\_

9. Control of and participation in this contract. Identify which firm and those individuals (and their titles) who are responsible for the day-to-day management and policy decision making, including but not limited to those with prime responsibility for:

(a) Financial Decisions:

Firm: \_\_\_\_\_

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

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

(b) Management Decisions:

(1) Estimating

Firm: \_\_\_\_\_

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

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



(2) Marketing and Sales

Firm: \_\_\_\_\_

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

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

(3) Hiring and firing of management personnel

Firm: \_\_\_\_\_

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

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

(4) Purchasing of major items or supplies

Firm: \_\_\_\_\_

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

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

**Note:** (1) An MBE/WBE performs a commercially useful function when it is responsible for execution of a distinct element of the work of the contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether an MBE/WBE is performing a commercially useful function, the amount of work subcontracted, industry practices, and other relevant factors shall be evaluated.

(2) An MBE/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MBE/WBE participation or the MBE/WBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.

(3) A joint venture which includes one (1) or more MBE/WBEs is subject to the review and approval by the Director of the Small Business Opportunity Division and the participation will count toward satisfaction of the MBE/WBE goal upon confirmation of the utilization in the joint venture of joint management and full integration of work forces by the joint venture partners.

If there are any significant changes in this submittal, the joint venture members must immediately notify the Mayor's office of Small Business Opportunity Division.





**Request for Taxpayer Identification Number & Certification - W-9**

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>HENSEL PHELPS CONSTRUCTION CO</b>
	2 Business name/disregarded entity name, if different from above
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) <b>420 6TH AVENUE</b>
	6 City, state, and ZIP code <b>GREELEY CO 80631</b>
	7 List account number(s) here (optional)
	Requester's name and address (optional)

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

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

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

<b>Social security number</b>											
	OR <b>Employer identification number</b>										
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">8</td> <td style="width:10%;">4</td> <td style="width:10%;">-</td> <td style="width:10%;">0</td> <td style="width:10%;">8</td> <td style="width:10%;">7</td> <td style="width:10%;">6</td> <td style="width:10%;">6</td> <td style="width:10%;">4</td> <td style="width:10%;">4</td> </tr> </table>	8	4	-	0	8	7	6	6	4	4
8	4	-	0	8	7	6	6	4	4		

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Steph J Co</i>	Date ▶ 1/7/16
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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:

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



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.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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* on page 1.

**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

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**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 Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must 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 the "Name" line. 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 the "Business name/disregarded entity name" line. 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.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.



**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 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 possession of the United States, 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 possession of the United States
- 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, 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—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 possession of the United States, 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 Reg. 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 Reg. 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

**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 page 2), 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 Social Security Administration 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 the "Name" line 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)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	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 Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</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 Regulation 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 1.

\*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, social security number (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 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.



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www.flydenver.com

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

April 22, 2016

Hensel Phelps  
420 Sixth Avenue  
Greeley, CO 80631  
Email: [glen.miller@henselphelps.com](mailto:glen.miller@henselphelps.com)

**RE: ON-CALL GENERAL CONSTRUCTION  
REQUEST FOR PROPOSAL (RFP) NO. 201525269**

Dear Mr. Miller:

As a result of the City's review of the proposals submitted for the ON-CALL GENERAL CONSTRUCTION, your company has been selected for contract negotiation.

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

CITY AND COUNTY OF DENVER

  
\_\_\_\_\_  
Kim Day, Chief Executive Officer

  
\_\_\_\_\_  
Ken Greene, Chief Operating Officer

**Baker, Mark - DIA**  
Digitally signed by Baker, Mark - DIA  
DN: dc=dmvr, dc=dia, ou=Domain Users,  
ou=Employees, cn=Baker, Mark - DIA  
Date: 2016.04.28 19:47:47 -06'00'  
\_\_\_\_\_  
Mark Baker, Acting Senior Vice President  
Airport Infrastructure Management

CC: Airport Infrastructure Management Files, BMS Files, ALS Files, DSBO Files

**NOTICE TO PROCEED**

TO:

Date:

Ladies and Gentlemen:

You are hereby authorized and directed to proceed on this date with the work of constructing the work in Task Order No. \_\_\_\_\_, Contract 201525269 On-Call General Construction, Denver International Airport, Denver, CO, as set forth in detail in the Contract Documents for the City and County of Denver.

CITY AND COUNTY OF DENVER

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

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

cc: List

**CITY AND COUNTY OF DENVER**  
**DEPARTMENT OF AVIATION**

**FINAL RECEIPT**

**Denver, Colorado**

\_\_\_\_\_, 201\_

Received this date from the City and County of Denver, as full and final payment of the cost of construction pursuant to Task Order \_\_\_\_\_ under Contract No. 201525269, On-Call General Construction, Denver International Airport, Denver, Colorado, provided for in the foregoing Contract, \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**CONTRACT**

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

**WITNESSETH**

**WHEREAS**, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation of task orders issued under Contract No. 201627953, 2016 On-Call Construction Services, Denver International Airport; and

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

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

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

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

- Advertisement of Notice of Invitation for Proposals
- Instructions to Proposers
- Addenda (if any)
- Proposal Forms
- Proposal letter
- Schedule of Prices and Quantities
- Proposal Data Forms
- Notice to Apparent Selected Proposer
- Contract
- Appendix 1
- Compliance Plan

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

In the event of an irreconcilable conflict between a provision of Articles I through XIV 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 XIV of this Contract with all Exhibits, as modified by any City-authorized Amendments, City-authorized Change Orders and Task Orders.

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

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

**ARTICLE III - TERMS OF PERFORMANCE:** The Contractor agrees to begin the performance of the work required under this Contract within ten (10) days after being notified to commence work by the Senior Vice President of Airport Infrastructure Management and agrees to fully complete the Work in its entirety within the time frame established for each Task Order. The entire contract shall be completed June 30, 2019. This period of performance is also referred to as Contract Time. The Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

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

**ARTICLE IV - LIQUIDATED DAMAGES:** It is understood and agreed by and between the City and the Contractor that, if the Contractor fails to achieve Substantial Completion of the Work within the time set forth in the Task Order or fails to substantially complete the Milestones or Phases described in a Task Order within the time set forth in the Task Order, the City will suffer substantial damages, which damages would be difficult to accurately determine. The parties hereto have considered the possible elements of damages and have agreed that the amount of liquidated damages for the Contractor's failure to substantially complete the work within the Task Order, or to substantially complete the work described in Milestone Areas within the time set forth in the Special Conditions, shall be those amounts listed in the Special Conditions. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on its Performance Bond and Payment Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due the Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and Special Conditions.

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

The maximum amount to be paid by the City to the Contractor for satisfactory completion of all Task Orders authorized by the City and performed by the Contractor under this Contract shall in no event exceed Twenty Five Million Dollars and NO Cents (\$25,000,000.00) ("Maximum Contract Amount"). In no event, however, shall the total amount of compensation paid to the Contractor by the City exceed the Maximum Contract Amount, as modified by any duly authorized Change Order, specified herein.

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

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

In accordance with DRMC 20-109(e) and GC 909.1(h), Contractor agrees to waive prompt payment interest for any invoices which are not timely submitted and accepted by the City in their final, complete and responsive form. All invoices which are not submitted in their

complete and responsive form within sixty (60) days of the completion of the Work included on the invoice shall be deemed untimely.

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

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

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

**ARTICLE IX - ASSIGNMENT:** The Contractor shall not assign the whole or any part of its duties, rights, and interests in this Contract without first obtaining the written consent of the 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 Board of Councilmen of the City and County of Denver, acting by Ordinance in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and performance of this Contract.

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

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

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

**ARTICLE XIV - COORDINATION OF SERVICES:** The Contractor agrees to perform its work under this Contract in accordance with the operational requirements of DIA, and all work

and movement of personnel or equipment on areas included within the DIA site shall be subject to the regulations and restrictions established by the City or its authorized agents.

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

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

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

**ARTICLE XVIII – COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIRIEMENTS:** 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 Thirty percent (30%) 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 XIV – 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.

[END OF PAGE]

Contract Control Number: PLANE-201627953-00

Contractor Name: HENSEL PHELPS CONSTRUCTION COMPANY



By: AM Bliesmer

Name: Allan Bliesmer  
(please print)

Title: Vice President  
(please print)

ATTEST: [if required]

By: Theressa O. Printz

Name: Theressa Printz  
(please print)

Title: Office Manager  
(please print)



**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_





**PERFORMANCE AND PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Hensel Phelps Construction Co., a corporation organized under the laws of the State of Delaware, hereinafter referred to as the "Contractor" and Travelers Casualty and Surety Company,

a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of ONE HUNDRED THOUSAND AND NO/100 Dollars (\$100,000.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

**WHEREAS**, the above Contractor has, as of the date of execution listed on the contract signature page, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and everything necessary for and required to do, perform and complete the construction of Contract No. 201525269, On-Call General Construction, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings, Task Orders, and all other Contract Documents therefore, which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract;

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

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. At all times promptly makes payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the prosecution of work provided for in said Contract and shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of such Contract which the City may be required to make under law; and
3. Pays the City all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees, that the City sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

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

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

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

(End of Page)

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 7 day of June, 2016.

Hensel Phelps Construction Co.  
CONTRACTOR

By: [Signature]  
President VP

Travelers Casualty and Surety Company  
SURETY

By: [Signature]  
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: [Signature]  
MAYOR

By: [Signature]  
Chief Executive Officer  
Denver International Airport

**APPROVED AS TO FORM:**  
  
D. SCOTT MARTINEZ, Attorney for the  
City and County of Denver

By: [Signature]  
Assistant City Attorney



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229441

Certificate No. 006426840

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Darlene Krings, Kelly T. Urwiller, Diane F. Clementson, Anthony P. Stimac, Royal R. Lovell, Russell D. Lear, Katherine E. Dill, K'Anne E. Vogel, Steve J. Blohm, Wesley J. Butorac, Dulce R. Huggins, and Sandra L. Schiffers

of the City of Greeley, State of Colorado, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 28th day of July, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 28th day of July, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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, 2016.



[Signature]
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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7 day of June, 20 16

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

# City and County of Denver



**D E N V E R**  
THE MILE HIGH CITY

DEPARTMENT OF AVIATION  
DEPARTMENT OF PUBLIC WORKS

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

2011 Edition

**Statement**

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

**CONSTRUCTION CONTRACT GENERAL CONDITIONS  
2011 Edition**

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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 location during the business hours stated, Monday through Friday, excluding holidays:

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

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

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

**SC-2 CONSTRUCTION DOCUMENTS**

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

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

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

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

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

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

### **SC-3 REVISIONS TO G.C. 201**

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

### **SC-4 CITY LINE OF AUTHORITY AND CONTACTS**

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

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

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

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

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

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

**SC-5 CONTRACTOR PERFORMANCE; SUBCONTRACTING**

With respect to General Condition 501, no more than 90% of the Work may be subcontracted.

**SC-6 COOPERATION WITH OTHERS**

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

**SC-7 PROSECUTION AND COMPLETION OF THE WORK:**

Any applicable Milestones will be established in each Task Order.

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

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

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

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

be granted by the Manager in accordance with the provisions of these General Contract Conditions and Special Contract Conditions.

With respect to any work that is authorized by a Task Order issued prior to the contract completion date, but not completed by that date, the City shall have the option to terminate the work in progress and pay only for that portion of the work satisfactorily completed within the period of performance specified herein or to provide for, in writing, a limited extension of the contract completion date to complete the remaining work. In the event the completion date for a particular Task Order is extended as provided for herein, it shall only allow for consideration of costs that were already agreed upon in a previously issued Task Order(s), and shall not include any modifications to the proposal unit prices or Task Order estimates except those required by Prevailing Wage law, or any additional compensation for extended overhead or impact costs.

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

#### **SC-8 TASK ORDER NOTICE TO PROCEED**

Following the issuance of any fully executed Task Order hereunder, the Contractor shall commence work in accordance with the Notice to Proceed date established in the Task Order. In the event the Task Order does not include a Notice to Proceed date, the City will issue a separate Notice to Proceed, and Contractor shall commence work within ten (10) consecutive calendar days of the date of the Task Order Notice to Proceed; however, no work will commence on any project until such time as the Contractor has complied with all administrative requirements for that particular project and the Contractor has satisfied all bonding requirements for the particular Task Order (**SC-25 PERFORMANCE AND PAYMENT BOND**). Thereafter the Contractor shall prosecute the work to be accomplished under the Task Order at such time and place as the Task Order directs and shall fully complete in every detail all specified work in accordance with the terms and conditions of the Task Order and the provisions of these General Contract Conditions and Special Contract Conditions.

#### **SC-9 LIQUIDATED DAMAGES**

##### **A. Completion of Work**

Milestones and related Liquidated Damages may be identified in each Task Order. If the Contractor fails to complete the work within the negotiated time specified in the Task Order and/or Notice to Proceed, or any extension thereof, the Contractor shall pay the City liquidated damages in the amount of \$100.00 per day unless otherwise noted in the Task Order. The Contractor's failure to perform or failure to meet the schedule will result in Liquidated Damages being assessed and deducted by the City from any amounts due the Contractor.

##### **B. For Disruption of Airport Activities for Any and All Task Orders.**

If DIA determines that the Contractor has disrupted the Airport Operations as described below and in the Technical Specifications, the Contractor shall be liable to the City for liquidated damages at the rates noted below per incident per day or per hour for each incident until the issue is corrected.

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

- Amount per incident
- 1. Disruption of Fire Alarm – First Incident \$1000.00
  - 2. Disruption of Fire Alarm – All other incidents \$2000.00
  - 3. Disruption of Airline Baggage Operations– First Incident - \$2000.00 per hour
  - 4. Disruption of Airline Baggage Operations -All other incidents \$4000.00 per hour.
  - 5. Disruption of Airport Operations by introduction of dust, smoke, noise, water, chemicals or any offensive odors or fumes or any other disruption from the construction activity into the Terminal, any outdoor public area or baggage area that causes complaints from the building occupants, operations or the customers
    - First Incident \$1000.00/ incident
    - Second Incident \$2000.00/ incident
  - 6. Should any of the disruptions described in items 5 or 6 above result in the evacuation or unplanned closure of a portion of the building or outdoor public space or baggage handling area, this would result in a First Incident Liquidated Damage of \$5,000 per hour.

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

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

**SC-10 PRECONSTRUCTION MEETING**

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



## SC-11 SECURITY AND PERSONNEL ACCESS

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

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

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

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

The construction of all the Project / Task Items that involve the breaching of any airport perimeter security boundary or continued access to restricted access rooms or areas will require the posting of authorized contract security personnel to maintain required

security controls. The Contractor's **Guarantee Maximum Price / Total Contract BID Amount / Task Order Proposal** shall include the cost of providing security services to maintain control and supervision of any and all airport perimeter security boundary breaches and for the duration of work activities where access to restricted areas is required and until the airport perimeter security boundaries are reestablished.

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

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

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

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

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

DIA Contact: Glenn Spies  
(303) 342-4323

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

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

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

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

#### **SC-12 CONSTRUCTION ACCESS**

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

The City will not provide parking spaces for the Contractor's employees or subcontractor employees at the Airport. Arrangements for transportation and parking for all of its and its subcontractors employees will be the responsibility of the Contractor. The Task Order amount shall include any and all costs associated with the Contractor's and subcontractors' employee parking.

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

#### **SC-13 VEHICLE PERMITTING**

Vehicle access on the Airport Operation Area (“AOA”) is controlled by and requires permission from the Airport Access Services Office. It is not anticipated that the Contractor will need to operate vehicles on the AOA to perform the Work. It is anticipated that access will be required to the secure baggage handling area of the Terminal. Only direct construction support vehicles and/or equipment will be allowed in the contractor's work areas or sites.

#### **SC-14 VENDORS AND SUPPLIERS**

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

#### **SC-15 COMMUNICATION DEVICES**

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

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

The Contractor and its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order No. 94 and Attachment A thereto concerning the use, possession, or sale of alcohol or drugs. Violation of these provisions or refusal to

cooperate with implementation of the policy can result in the City's barring the Contractor from City facilities or participating in City operations.

**SC-17 ATTORNEY'S FEES**

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

**SC-18 INSURANCE TO BE PROVIDED BY THE CONTRACTOR**

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

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

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

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

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

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

All certificates required by this Contract shall be sent directly to Denver International Airport, Business & Technologies, Airport Office Building, Room 8810, 8500 Pena Boulevard, Denver, Colorado 80249. The City project/Contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

#### **SC-19 SUBCONTRACTOR RELEASES**

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

#### **SC-20 ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS, FEDERAL PROVISIONS**

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

#### **SC-21 APPLICATIONS FOR AND PROGRESS PAYMENTS TO CONTRACTORS**

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

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

1. The Contractor shall submit a complete and separate application for payment for the work estimates of each Task Order performed during the specified billing period.
2. Each submitted estimate shall specify the percent of the work complete. This percentage shall be certified by the Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate.
3. Each estimate of work completed shall also specifically identify those MBE/WBE Subcontractors or Suppliers that the Contractor is utilizing on the Project pursuant to the requirements of Article VII, Division 1 and 3 of Chapter 28, of the D.R.M.C.
4. Each estimate of work for each Task Order performed shall be submitted using a separate Application for Progress Payment Task Order Contracts (Form CM-18A), accompanied by either duplicate sets of verified Contractor's Certifications of Payment (Form CM-19), or by verified Partial Release of Contractor forms from each subcontractor and supplier (Form CM-26). Each estimate of work completed shall also be accompanied by:
  - a. A written schedule of values, which set out the quantities and costs for the Project and
  - b. The Project Engineer/Manager's, or as applicable, Consulting Architect's or Engineer's estimated statement of the percentage of work completed for each line item of cost for which he City has promised to pay the Contractor. The Contractor shall also submit to the Auditor and other appropriate officials of the City, in a timely fashion, all information required by General Conditions Title 10.
5. The estimate of the percentage of estimate of work completed shall constitute a representation by the Contractor to the City that the work has progressed to the point indicated; that the quality of the work covered by the estimate is in accordance with the Contract Documents; that each obligation covered by the estimate (except as otherwise noted), and the payments required will be used to discharge such obligation unless previously discharged; and that the Contractor is entitled to payment in the amount requested. The Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate, with the assistance of input from the Project Construction Manager, in the event that such has been retained, will also verify the estimate of work completed prior to any acceptance by the City.
6. The Contractor warrants that:

- a. Title to work covered by an estimate of work completed will pass to the City by incorporation into the completed work;
  - b. Work covered by previous estimates of work completed is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as “liens”, except for any interest created by retainage; and
  - c. No work covered by an estimate of work completed will have been acquired by the Contractor, or any other person or entity performing work at the work site or furnishing materials or equipment for the Project and that no work covered by any estimate is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person or entity.
7. Approval of an estimate of work completed or actual payment shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any estimate item.
  8. Pursuant to General Condition 908, applications for a reduction in retainage must be accompanied by Partial Release of Contractor forms from each subcontractor or supplier (Form LR-1).
  9. The final estimate for payment shall also be accompanied by Final Lien Release forms from each subcontractor and supplier (Form CM-70).
  10. Receipt of Contractor’s Certifications of Payment or Partial Lien Release forms by the City hereunder shall not act to impair the City’s Obligations imposed by C.R.S. 38-26-107 or successor statute.
  11. If the Contractor disputes a subcontractor’s and/or supplier’s entitlement to a portion of the previous month’s payment, the Contractor need not submit a Contractor’s Certificate of Payment or Partial Release for Contractors from such subcontractor and/or supplier. However, in lieu of such submittal, the Contractor shall submit to the City copies of a written communication from the Contractor to such subcontractor and/or supplier explaining the Contractor’s determination not to render payment to such subcontractor or supplier, together with proof of service of such written communication upon such subcontractor and/or supplier.

**SC-22 REVISIONS TO G.C. 1102**

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

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

## **SC-23 DESCRIPTION OF TASK ORDER**

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

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

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

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

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



the grounds that the nature or amount of work to be done was not understood by the Contractor at the time of submittal of the work plan and price proposal.

**SC-24 FUND AVAILABILITY**

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

**SC-25 PERFORMANCE AND PAYMENT BOND**

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

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

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

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

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

**SC-26 TASK ORDER PROCESS**

**TASK ORDERS**

Upon review of any Contractor pricing submittal made pursuant to a Task Notice for Proposal, the City may, at its sole discretion, direct that the work described in the Task

Notice for Proposal and priced by the Contractor be completed by issuance of a Task Order to the Contractor or reject the pricing submittal.

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

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

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

#### **TASK ORDER CHANGES**

In accordance with all terms and conditions provided for standard change orders under General Contract Conditions 1101 et seq. CHANGE ORDERS and ADJUSTMENT TO CONTRACT AMOUNT, the City may issue Change Orders providing for deletions, additions and modifications to the work under a duly issued Task Order. Change Orders must be issued on the Change Order or Change Order Directive Form, samples of which are included herein in the Contract Forms Section. In the event of a conflict between GC 1104.2 and the markups submitted by the Contractor identified in the Schedule of Prices and Quantities, regarding any pay item identified in GC 1104.2, the markups and rates submitted by the Contractor in the Schedule of Prices and Quantities shall prevail.

#### **TASK ORDER CLOSEOUT**

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

#### **CONTRACT CLOSE-OUT**

Following final closeout of all Task Orders performed hereunder, the Contract shall proceed to final contract closeout. Final contract closeout shall be completed in accordance with all procedures, terms and conditions set forth in the General

Conditions except that final settlement and release or retention will be made upon completion of each Task Order rather than contract completion. In addition, Contractor shall execute a Final Receipt and provide a final contract closeout.

**SC-27 TASK ORDER DIRECTIVE**

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

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

**Time and Materials**

- a. The City will identify a cost estimate or a Not to Exceed lump sum for the work described in the Task Order Directive. If the maximum cost of the work to be performed under the Task Order Directive has not been agreed upon and reduced to writing in the actual Task Order Directive, the Contractor shall proceed with such Work on a Time and Material basis through completion of the Task Order Directive or until the cost of the work has been agreed upon for the Task Order Directive.
- b. Whenever Work is performed on a Time and Material basis, the Contractor shall fully document all costs associated with such work. Beginning with the first Day such Work is performed, and on a daily basis thereafter, the Contractor shall submit to the Project Manager a daily itemization of all such costs in such form as the Project Manger may require.
- c. The final Task Order Directive amount performed on a Time and Material basis shall be calculated in accordance with the Schedule of Prices and Quantities indicated in this contract.

**SC-28 TASK ORDER DIRECTIVES AND CHANGE ORDER DIRECTIVES**

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

**SC-29 SUBCONTRACTOR**

The term "subcontractor" includes a labor pool.

**SC-30 NOTICE TO PROCEED AND COMPLETION OF THE WORK**

GC 302 is hereby deleted and replaced with the following:

- .1 A written Initial Notice to Proceed will be issued by the Deputy Manager to initiate the Contract only, and such Initial Notice to Proceed is not authorization for the Contractor to proceed with the Work or to proceed with mobilization. Thereafter, the Deputy Manager may issue a Task Order and subsequent NTP authorizing Work and/or mobilization.
- .2 Upon issuance of the Initial Notice to Proceed, the Contractor is allowed and authorized to incur reimbursable costs related to insurance, payment and performance bonds, and such other essential activities such as security access (vehicular access and personnel badging). Home office overhead, core staff and other allowable general conditions costs are not authorized under the initial Notice to Proceed.
- .3 Core staff and agreed upon general conditions' costs are authorized and allowed only for the time Work is authorized pursuant to a Second or subsequent Notice to Proceed and Task Order issued by the Project Manager. These costs, in part, are identified on Schedule of Prices and Quantities attached hereto, related to the rates and charges mutually agreed upon by City and Contractor. Requests for Task Order pricing proposals will not authorize the contractor to accumulate reimbursable costs. Costs for Task Order proposal preparation and Task Order negotiation will not be reimbursable. Upon the substantial completion of Work under any subsequent Notice to Proceed, including a Second Notice to Proceed and/or Work Order, whichever is applicable, reimbursement for these costs expires unless otherwise agreed to in writing and authorized by the Project Manager, limited to the sole and only purpose of facilitating Final Completion of the authorized Work. Any costs the Contractor incurs, except for those costs allowed under the Initial Notice to Proceed, after substantial completion without written authorization by the Project Manager shall be absorbed by the Contractor and shall be at the Contractor's own risk.
- .4 If any milestones are described in the Contract Documents, the Work described by each milestone shall be accomplished in accordance with the Contract Documents within the specified Contract Time, or in the alternative, if a Task Order is issued for Work, than the Work shall be accomplished in accordance with the Task Order and completed within the time set forth by said Task Order.

### **SC-31 MOBILIZATION**

The Contractor, upon issuance of a Task Order, shall submit a detailed mobilization plan to the Deputy Manager, or the Deputy Manager's designee, setting forth the proposed location for mobilization, mobilization costs and equipment to be rented or purchased for the specific Work authorized. All such costs are subject to the approval of the Deputy Manager, or the Deputy Manager's designee, and any equipment purchase or rental costs wherein the value of such equipment is paid for in excess of 90% of such value, then such equipment may, at the end of the Contract Time or Final Completion, whichever occurs earlier, become subject to ownership by the City

(Airport) at City's option. Further, such equipment shall be used solely by the Contractor for Work under this Contract unless otherwise authorized by the Deputy Manager. Such equipment shall not be used for personal uses or activities.

**SC-32 BONDS, SALES TAX AND INSURANCE**

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

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

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

**SC-34 CHANGE ORDER DIRECTIVE**

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

**SC-35 PROJECT CONTROLS REQUIREMENTS**

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

**SC-36 PAYMENTS TO CONTRACTORS**

The Contractor recognizes and agrees that applications for payment shall be submitted using the Textura® Construction Payment Management System (CPM System), which

will also be the payment mechanism to disburse payments to sub-contractors used on this Project.

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

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

Agency/Firm

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

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

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

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

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

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

# INSURANCE CERTIFICATE

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Flood and Peterson PO Box 578  Greeley CO 80632	CONTACT NAME: Kelly Urwiller	FAX (A/C, No): (970) 330-1867	
	PHONE (A/C, No, Ext): (970) 356-0123	E-MAIL ADDRESS: KUrwiller@floodpeterson.com	
INSURED Hensel Phelps Construction Co. Plains District P O Box 0 Greeley CO 80632	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company		16535
	INSURER B: American Guarantee and Liability		26247
	INSURER C: Steadfast Insurance Company		
	INSURER D:		
	INSURER E:		
INSURER F:			

## COVERAGES

CERTIFICATE NUMBER: CL15111307146

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GLO369726411	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP36972611	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AUC928038414	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC369726512	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			EOC937461712	1/1/2016	1/1/2017	Occurrence/Aggregate \$10,000,000
A	Installation Floater			CPP299428115	1/1/2016	1/1/2017	Per Occurrence \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: CONTRACT NO. 201525269 - ON CALL CONSTRUCTION

City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insureds as required by written contract but only as respects to liability arising out of work performed by the named insured. The coverage is primary and non-contributory to any other valid and/or collectible insurance to the fullest extent the law allows per policy terms and conditions. Waiver of subrogation applies.

## CERTIFICATE HOLDER

## CANCELLATION

CITY AND COUNTY OF DENVER Attn: Risk Management, Suite 8810 Manager of Aviation Denver International Airport 8500 Pena Boulevard Denver, CO 80249	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  N Keiser, CISR/NKEISE <i>Nancy Keiser</i>

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ACORD 25 (2014/01)

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INS025 (201401)



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

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Certificate Holder Information:

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

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**CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201525269 – On Call Construction**

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**I. MANDATORY COVERAGE**

**Colorado Workers' Compensation and Employer Liability**

**Minimum Limits of Liability (In Thousands)**   \$100, \$500, \$100

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

**Commercial General Liability**

**Minimum Limits of Liability (In Thousands):**

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

The policy must provide the following:

1. That this Agreement is an Insured Contract under the policy.
2. Defense costs are outside the limits of liability.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion).
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
5. The full limits of coverage must be dedicated to apply to each project/location.
6. If liquor is to be sold or distributed, then Liquor Liability, (\$1,000,000 per claim and \$1,000,000 policy aggregate limit) with the City as an additional insured is required.

**Business Automobile Liability**

**Minimum Limits of Liability (In Thousands):**

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

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

**II. ADDITIONAL COVERAGE**

**Excess/Umbrella Liability**

**Minimum Limits of Liability (In Thousands):**

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

The policy must provide the following:

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

**Professional Liability, Design, Engineering and Construction Supervision**

**Minimum Limits of Liability (In Thousands)**

Per Claim    \$1,000

Aggregate    \$1,000

The policy must provide the following:

1. Coverage shall extend to cover the full scope of all cost estimating work performed under the insured's contract with City.
2. Coverage shall apply for three (3) years after project is complete.
3. Coverage is to be on a primary basis, if other professional coverage is carried.

**Builders' Risk Insurance or Installation Floater**

**Minimum Limits of Liability (In Thousands)**

Special Completed Value Basis

The policy must provide the following:

1. The insurance must be in the amount of the initial Contract Sum, plus value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire Project at the site on a replacement cost basis.
2. The insurance shall be written on a **Special Completed Value** Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading.
3. The Policy shall remain in force until formal acceptance of the project by the City or the placement of permanent property insurance coverage whichever is later.
4. The Builders' Risk shall include a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy.
5. Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically covers insured equipment during installation and testing (including cold and hot testing).

**III. ADDITIONAL CONDITIONS**

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

1. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.

5. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better.
6. For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
7. No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

#### **NOTICE OF CANCELLATION**

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



DENVER INTERNATIONAL AIRPORT
PARTIAL LIEN RELEASE – CONSTRUCTION
(Subcontractor)

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

City Contract No. \_\_\_\_\_ Current Subcontract Amount: \$ \_\_\_\_\_

FROM: (1) Last Progress Payment for billing period ending \_\_\_\_\_ 20\_\_\_\_ \$ \_\_\_\_\_ Subcontractor \_\_\_\_\_ Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Telephone: \_\_\_\_\_ (2) Progress invoiced for previous billing period (if unpaid) \_\_\_\_\_ 20\_\_\_\_ \$ \_\_\_\_\_

TO: (3) Progress invoiced for current billing Contractor \_\_\_\_\_ period ending \_\_\_\_\_ 20\_\_\_\_ Address: \_\_\_\_\_ \$ \_\_\_\_\_

City/State: \_\_\_\_\_ (4) Total Paid to Date: \$ \_\_\_\_\_

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

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

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

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

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

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

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

(Form: CM-26 Revised: Feb 2007)



DENVER INTERNATIONAL AIRPORT
FINAL LIEN RELEASE – CONSTRUCTION
(Subcontractor)

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

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

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

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

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

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

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

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

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

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

(2) Does not apply

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

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

(3) Does not apply

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

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

(4) Total Paid to Date:

\$

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

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

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

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

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

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

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

(Form: CM-70 Revised: Aug 2008)

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

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

APPROVED FOR LEGALITY

APPROVED AND ADOPTED:

/s/

/s/

\_\_\_\_\_  
Attorney for the City and County of Denver

\_\_\_\_\_  
Manager of Public Works

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

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

Revised November 1, 1990



**RULES AND REGULATIONS  
REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

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

**RULE I – DEFINITIONS**

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

## **RULE II – NOTICE OF HEARING**

When results of conciliation efforts are unsatisfactory to the Manager and he is informed in accordance with Article III, Division 2 of Chapter 28 of the Denver Revised Municipal code that a contractor or subcontractor has apparently failed to meet affirmative action and equal employment opportunity requirements after a reasonable period of notice to correct deficiencies, the Manager will, prior to imposition of any sanctions, afford the general contractor a hearing in order to determine whether the contractor or his subcontractors have failed to comply with the affirmative action and equal employment opportunity requirements of Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code or of the contract. Written notice of such hearing shall be delivered personally or sent by certified mail, return receipt requested, to the contractor and to any subcontractor involved, at least ten (10) days prior to the date scheduled for the hearing.

## **RULE III – HEARING**

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

## **REGULATIONS**

### **REGULATION NO. 1 - ORDINANCE**

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

### **REGULATION NO. 2 - EXEMPTIONS**

Each contract and subcontract, regardless of the dollar amount, shall be subject to affirmative action requirements unless specifically exempted in writing individually by the Manager. Exemptions apply only to "affirmative action" in equal employment opportunity, and are not to be

construed as condonation in any manner of "discrimination" or "discriminatory practices" in employment because of race, color, creed, sex, age, national origin, religion, marital status, political opinion or mental or physical handicap.

### **REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE**

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

### **REGULATION NO. 4 - GOALS AND TIMETABLES**

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

### **REGULATION NO. 5 - AWARD OF CONTRACTS.**

It shall be the responsibility of the Director of Contract Compliance to determine the affirmative action capability of proposers, contractors and subcontractors and to recommend to the Manager the award of contracts to those proposers, contractors and subcontractors and suppliers who demonstrate the ability and willingness to comply with the terms of their contract.

### **REGULATION NO. 6 - PUBLICATION AND DUPLICATION.**

Copies of these Rules and Regulations as amended by the Manager from time to time, shall as soon as practicable and after Notice being published will be made a part of all City Contracts.

### **REGULATION NO. 7 - NOTICE TO PROCEED.**

Prior to issuance of the Notice to Proceed, a sign-off will be required of the Director of Contract Compliance or his designee.

### **REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS.**

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

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

**REGULATION NO. 9 - AGENCY REFERRALS.**

It shall be no excuse that the union with which the contractor or subcontractor has an agreement providing for referral, exclusive or otherwise, failed to refer minority employees.

**REGULATION NO. 10 - CLAUSES.**

The Manager shall include the appropriate clauses in every contract, and the contractor shall cause to be inserted in every subcontract the appropriate clauses:

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

**REGULATION NO. 11 - SHOW CAUSE NOTICES.**

When the Manager has reasonable cause to believe that a contractor has violated Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code, he may issue a notice requiring the contractor to show cause within 15 days why enforcement procedures, or other appropriate action to insure compliance, should not be instituted.

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

1. APPENDIX E: The Proposal Conditions - Affirmative Action Requirements - Equal Employment Opportunity as amended and published by the U.S. Department of Labor Employment Standards Administration, Office of Federal

Contract Compliance, shall be inserted verbatim for bidding specification in every non-exempt contract involving the use of federal funds.

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

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

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Each Contractor will comply with all provisions of Article ,Division 2 of Chapter 28 of the Denver Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager of Public Works and the Director of the Mayor's Office of Contract Compliance.
5. The Contractor will furnish all information and reports required by Article m, Division 2 of Chapter 28 of the Denver Revised Municipal Code, and by rules, regulations and orders of the Manager and Director or pursuant thereto, and will permit access to the Contractors books, records, and accounts by the Manager, Director, or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for

further City contracts in accordance with procedures authorized in Article m, Division 2 of Chapter 28 of the Denver Revised Municipal Code, or by rules, regulations, or order of the Manager of Public Works.

7. The Contractor will include Regulation 12, Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract of purchase order unless exempted by rules, regulations, or orders of the Manager issued pursuant to Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code, so that such provisions will take such action with respect to any subcontractor or supplies. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

**SUBCONTRACTS** - Each prime Contractor or Subcontractor shall include the equal opportunity clause in each of its subcontracts.

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

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

NOTICE

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

Manager of Public Works  
City and County of Denver



**A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:**

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

**1. GOALS AND TIMETABLES:**

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

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

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

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

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

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

**2. SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

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

minority and female organizations, schools with substantial minority and female enrollment, and minority and female recruitment and training organizations within the Contractor's recruitment area.

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

### **3. NONDISCRIMINATION:**

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

### **4. COMPLIANCE AND ENFORCEMENT:**

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

## **B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:**

In regard to these Bid Conditions, if the Contractor meets the goals set forth therein or can demonstrate that it has made every good faith effort to meet these goals, the Contractor shall be presumed to be in compliance with Article m, Division 2 of Chapter 28 of the Denver Revised Municipal Code, the implementing regulations and its obligations under these Bid Conditions. In the event, no formal sanctions or proceedings leading toward sanctions shall be instituted unless the contracting or administering agency otherwise determines that the contractor is violating the Equal Opportunity Clause.

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

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

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

#### **C. OBLIGATIONS APPLICABLE TO CONTRACTORS:**

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

#### **D. GENERAL REQUIREMENTS:**

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

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

## **Appendix No. 1**

### **Standard Federal Assurances and Nondiscrimination**

## APPENDIX 1(A)

### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

NOTE: As used below the term "Contractor" shall mean and include Concessionaire, and the term "sponsor" shall mean the "City." During the term of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 1. Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- 2. Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 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)

### STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, MAINTENANCE, OPERATION OF FACILITIES

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

Concessionaire, 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 Concessionaire 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 FACILITES

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

- A. Concessionaire 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 Concessionaire will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
- B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

## APPENDIX 1(E)

### TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

As used below, the term "Contractor" will mean and include Concessionaire and the term "sponsor" will mean City.

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

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

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

## APPENDIX 2

### DISADVANTAGED BUSINESS ENTERPRISES- REQUIRED STATEMENTS

As used below, the term "Contractor" will mean and include Concessionaire and the term "sponsor" will mean City.

**Contract Assurance (§ 26.13)** – The Contractor or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** – The prime Contractor agrees to pay each subcontractor under this prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the prime Contractor receives from Contractor. The prime Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the sponsor. This clause applies to both DBE and non-DBE subcontractors.