

## CONTRACT FOR ON-CALL CONSTRUCTION

**THIS CONTRACT FOR ON-CALL CONSTRUCTION** (“**Contract**”) is made and entered into as of the date stated on the City’s signature page below (the “**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **TK ELEVATOR CORPORATION**, a corporation authorized to do business in the State of Colorado (“**Contractor**”) (collectively the “**Parties**”).

### WITNESSETH

**WHEREAS**, the City conducted an informal procurement sent to the four (4) conveyance manufacturers that conduct business in the Denver Metro area soliciting proposals for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation of the work described in Request for Proposal No. 202366615, Passenger Conveyance Modernization Phase 3 Project (the “**Project**”) at Denver International Airport (“**DEN**”); and

**WHEREAS**, proposals in response to said advertisement have been received by the Chief Executive Officer of DEN (the “**CEO**”), and Contractor’s proposal was selected for award; and

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

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

### CONTRACT DOCUMENTS

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

Contract	
Task Order(s)	
Building Information Modeling (“ <b>BIM</b> ”)	
Change Directives	
Change Orders	
Appendix	Federal Appendices
Exhibit A	Scope of Work
Exhibit B	Equal Employment Opportunity Provisions
Exhibit C	Insurance Requirements
Exhibit D	Prevailing Wage Schedules
Exhibit E	Special Contract Conditions

Exhibit F	Standard Specifications for Construction General Contract Conditions (2011 Edition) (“ <b>General Conditions</b> ”)
Exhibit G	Payment and Performance Bonds
Exhibit H	Contractor’s Response to Request for Proposal, EDI Plan, and Forms
Exhibit I	Contractor Schedule of Rates and Markups. (DEC Supplies template with ICP.)
Exhibit J	Construction Task Proposals and Execution Process (include CM-81 form)
Exhibit K	Contractor’s Fringe Benefits (DEC Supplies template with ICP)

In the event of an irreconcilable conflict between a provision of Sections 1 through 32 of this Contract document and any other provisions of the Contract Documents such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict is as follows, in descending order:

- Appendix Federal Appendices
- Contract
- Task Orders
- Change Directives
- Change Orders
- Exhibit A Scope of Work
- Exhibit J Task Proposals and Execution Process
- Exhibit B Equal Employment Opportunity Provisions
- Exhibit E Special Contract Conditions
- Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “Yellow Book”) (“General Conditions”) (Table of Contents attached as Exhibit F)
- Exhibit C Insurance Requirements
- Exhibit D Prevailing Wage Schedules
- Exhibit I Schedule of Rates and Markups
- Exhibit K Fringe Benefits
- Exhibit H Request for Proposals and Contractor’s Response to Request for Proposal and Forms, EDI Plan, and Forms
- Exhibit G Payment and Performance Bonds
- Building Information Modeling (“BIM”) if applicable

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

**1. SCOPE OF WORK:**

**A.** Contractor shall furnish all labor and tools, supplies, equipment, superintendence, materials, and everything necessary for and required to do, perform, and complete all of the work described, drawn, set forth, shown, and included in the Scope of Work, attached as *Exhibit A*, the Task Orders issued pursuant to this Contract, and the Contract Documents (the “**Work**”).

**B. Task Orders.** The Project Manager will issue task orders for work to be completed under this Contract (“**Task Orders**”), and the Task Order process is specified in *Exhibit J*. The

terms of each Task Order may include but are not limited to information regarding schedule, staffing, and pricing. In the City's sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order. Bids for such Task Orders shall be submitted as required by the City, including as specified in *Exhibit J* and may not necessarily require utilization of the rates and markups in *Exhibit I*. Changed work in competitively bid Task Orders will utilize the rates and markups in *Exhibit I* unless otherwise specified in a Task Order.

## 2. TERM OF CONTRACT:

**A.** The Term of this Contract shall commence on the Effective Date and shall expire 1825 consecutive calendar days from the Effective Date, unless terminated in accordance with the terms stated herein (the "Expiration Date"). If, at the Expiration Date, 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.

**B.** Contractor agrees to begin the performance of the work required under this Contract or any individual Task Order within ten (10) days after being notified to commence work by the Senior Vice President of Aviation – Design, Engineering and Construction (DEC) (the "SVP-DEC") and agrees to fully complete the Work described in each Task Order in its entirety within the time frame established for the Task Order. This period of performance for each Task Order is also referred to as "Contract Time." The Contractor is not authorized to commence work prior to its receipt of each Task Order or Notice to Proceed, if one is provided for in a Task Order.

## 3. TERMS OF PAYMENT:

**A.** The City agrees to pay Contractor for the performance and completion of all of the Work required by the Scope of Work, each authorized Task Order and the Contract Documents, and Contractor and the City shall not be liable under the terms of this Contract for an amount in excess of a total amount of **Forty Seven Million Five Hundred Thousand Dollars and Zero Cents (\$47,500,000.00)** (the "**Maximum Contract Amount**"). Contractor acknowledges that this Contract is an On-Call Contract and there is no obligation for the City to issue any Task Orders under this Contract.

**B.** In no event will the City's entire liability under this Contract exceed the Maximum Contract Amount, as adjusted by duly authorized Change Orders in accordance with this Contract. The Parties specifically agree that any performance by Contractor hereunder shall not subject the City to any cost, charge, or fee not specified in this Contract.

**C. Rates and Markups.** The Schedule of Rates and Markups is set forth in *Exhibit I*. Certain initial hourly rates, including any applicable multiplier, are set forth in *Exhibit I*. The Project Manager, in his or her sole discretion, may annually adjust these hourly rates and the Hourly Rate for Allowances on which these hourly rates charged to the City are calculated, on the anniversary of the Effective Date through a Task Order applicable to future work as further provided in the Task Order. Hourly rate adjustments shall not exceed the Denver-Aurora-

Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

**4. VERIFIED STATEMENT OF CLAIMS:**

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

**5. DISPUTES:**

All disputes arising under or related to this Contract shall be resolved by administrative hearing under the procedures described in *Exhibit F*, as modified by *Exhibit E*, if any, and the Denver Revised Municipal Code § 5-17 (“**D.R.M.C.**”) and all related rules and procedures, including but not limited to DEN Rule 250. The determination resulting from said administrative hearing shall be final, subject only to Contractor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

**6. WAIVER OF C.R.S. 13-20-802 ET. SEQ.**

The Contractor specifically waives all the provisions of Part 8 of Article 20 of Title 13, Colorado Revised Statutes regarding defects in the Work under this Construction Contract.

**7. DEFENSE AND INDEMNIFICATION:**

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

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

**C.** Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney’s fees incurred in defending and investigating

such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate specified in Section 5. Such payments on behalf of the City shall be in addition to any other legal remedies available to City and shall not be considered the City's exclusive remedy.

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

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

**8. WAIVER OF C.R.S. § 13-20-801, et seq.:**

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

**9. LIQUIDATED DAMAGES:**

If Contractor fails to achieve Substantial Completion of the Work pursuant to each Task Order within the Contract Time or fails to substantially complete the Work described in the Scope of Work or any Task Order within the time set forth in the Special Conditions or the applicable 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 Contractor's failure to substantially complete the work pursuant to each Task Order within the Contract Time shall be specified in the Task Order. If Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on its Performance Bond and Payment Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and Special Conditions.

**10. INSURANCE REQUIREMENTS:**

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

**B.** Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

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

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

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

**11. 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.

**12. 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.

**13. ASSIGNMENT:**

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

**14. APPROPRIATIONS:**

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

**15. APPROVALS:**

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

**16. JOINT VENTURE:**

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

**17. NO DISCRIMINATION IN EMPLOYMENT:**

In connection with the performance of work under the Contract, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

**18. COORDINATION OF SERVICES:**

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

**19. COMPLIANCE WITH ALL LAWS AND REGULATIONS:**

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

**B.** Contractor shall perform all work in compliance with Executive Order 123 regarding Sustainability as may be directed by the City, including the requirement that all new City buildings and major renovations will be certified to the applicable LEED Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Contractor also shall comply with all applicable DEN design and construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at: <https://business.flydenver.com/bizops/bizRequirements.asp>.

**20. PREVAILING WAGE REQUIREMENTS:**

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

Date bid or proposal issuance was advertised: May 1, 2023.

If contract opportunity was not advertised, date of written encumbrance: June 1, 2023.

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

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

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

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

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

## **21. NON-EXCLUSIVE RIGHTS:**

This Contract does not create an exclusive right for Contractor to perform the work described herein at the Airport. The City may, at any time, award other contracts to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Contractor and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective contracts, DEN shall determine the privileges of each party and Contractor agrees to be bound by DEN's decision.

## **22. CITY PROMPT PAYMENT:**



**A.** Unless otherwise provided in this Contract, the City will make monthly progress payments to the Contractor for all services performed under this Contract based upon the Contractor's monthly invoices and in compliance with the General Conditions, as they may be modified in this Contract. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Contract.

**B.** Final Payment to the Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Contract is otherwise fully performed by the Contractor. In addition to retention, the City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director.

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

**23. OWNERSHIP AND DELIVERABLES:**

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

**24. COLORADO OPEN RECORDS ACT:**

**A.** Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("**CORA**"), C.R.S. §§ 24-72-201 *et seq.*, and Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Contract notwithstanding, all materials, records, and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in CORA, and Contractor agrees that any disclosure of

information by the City consistent with the provisions of CORA shall result in no liability of the City.

**B.** In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

## **25. EXAMINATION OF RECORDS AND AUDITS:**

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

**B.** Additionally, Contractor agrees until the expiration of six (6) years after the final payment under this Contract, any duly authorized representative of the City, including the CEO or their representative, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Contract, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

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

**26. MINIMUM WAGE REQUIREMENTS:**

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

**27. COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS:**

**A. Minority and Women-Owned Business Enterprise Requirements.**

(a) This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “MWBE Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract requirement for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is 10%

(b) Under § 28-68, D.R.M.C., the Contractor/Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through change order, contract amendment, force account, or other modification under § 28-70, D.R.M.C. The Contractor/Consultant acknowledges that:

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

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

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

(4) Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors/subconsultants are subject to the original overall contract requirement. The Contractor/Consultant shall satisfy the requirement with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor/Consultant must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Contractor/Consultant shall supply to the DSBO Director all required documentation under §§ 28-60, 28-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.

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

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

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

**28. SENSITIVE SECURITY INFORMATION:**

Contractor acknowledges that, in the course of performing its work under this Contract, Contractor may be given access to Sensitive Security Information (“**SSI**”), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Contractor specifically agrees to comply

with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN's Security Office.

**29. DEN SECURITY:**

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

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

**30. FEDERAL RIGHTS:**

**A.** This Contract is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future contracts between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Airport System. It also is subject to the terms below and in Appendix 1 to this Contract.

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

(ii) Federal Fair Labor Standards Act: This Contract incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. Contractor agrees to incorporate by reference the



by City to:

TKE Elevator  
7367 S. Revere Parkway Unit 2A  
Centennial., CO 80112  
ATTN: Jeffrey A Massey

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices.

**33. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

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

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PLANE-202366615-00  
**Contractor Name:** TK Elevator Corporation TKE

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_



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

PLANE-202366615-00  
TK Elevator Corporation TKE

By:  \_\_\_\_\_  
90BFA4B921C14C3...

Name: scott silitsky  
(please print)

Title: Secretary  
(please print)

ATTEST: [if required]

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

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

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

## **Appendix**

### **Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision**

## **A5 CIVIL RIGHTS - GENERAL**

### **A5.3.1 Clause that is used for Contracts**

#### **GENERAL CIVIL RIGHTS PROVISIONS**

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

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

## **A6 CIVIL RIGHTS – TITLE VI ASSURANCE**

### **A6.3.1 Title VI Solicitation Notice**

Title VI Solicitation Notice:

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

## **A6.4 CONTRACT CLAUSES**

### **A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements**

#### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

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

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

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

##### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

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

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

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

**(HABENDUM CLAUSE)**

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

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

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

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

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

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

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.\*

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

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

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

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

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or

national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

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

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

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

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

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

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

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

## **A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

### **A17.3 SOLICITATION CLAUSE**

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

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

## **A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

### **A20.3 CONTRACT CLAUSE**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of



the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



EXHIBIT A

SCOPE OF WORK

DEN ON CALL  
CONVEYANCE  
CONSTRUCTION  
PHASE 3



**SCOPE OF WORK  
ON CALL CONVEYANCE MODERNIZATION**

**EXHIBIT A  
SCOPE OF WORK**

**1 INTRODUCTION**

- 1.1 **THE FACILITY DESCRIPTION:** The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, eight modules of structured parking with integral vehicle curbsides, three airside concourses, and ancillary support facilities including the central utility plant and the automated guideway transit system (AGTS). Other facilities on Denver International Airport property include the airfield, three airfield lighting vaults, the maintenance center, parking facilities, aircraft rescue and firefighting (ARFF) response and training facilities, and other ancillary facilities.
- 1.2 **GENERAL SCOPE:** The Airport maintains on-call conveyance modernization construction services contracts to provide conveyance construction services for replacement of conveyances on airport property. These services may include, but are not necessarily limited to furnishment and installation of the following:
- 1.2.3 Replacing Hydraulic Elevators with Traction Elevators
  - 1.2.4 Moving Walkways
  - 1.2.5 Escalators
  - 1.2.6 Life Safety system integration into conveyances
  - 1.2.7 Elevator Machine room equipment upgrades
  - 1.2.8 Other disciplines (only when ancillary to conveyance work)
- 1.3 **ADDED REQUIREMENTS:** Should a task scope of work require a construction discipline that is not currently represented on the Contractor's team, the Contractor will be requested to add that discipline as part of the team for that specific task scope of work. The Contractor shall identify a specialty subcontractor for the required discipline and shall submit the subcontractor's qualifications and billable rates for the City's approval prior to contracting for services with that subcontractor.
- 1.4 **TERMINOLOGY:** The term "Task" and "Project" when it is used in this Agreement means all of the work associated with the proposal preparation, review of and incorporation of requirements, observation, site visits, documentation, and subsequent reports and deliverables for any and all conveyance construction services as requested by the Senior Vice President of Airport Infrastructure Management or their designated representative.

**2 CONTRACTOR'S SPECIFIC SCOPE OF WORK:**

- 2.1 **CONSTRUCTION SERVICES:** The Contractor, as deemed necessary by the Senior Vice President of Airport Infrastructure Management or their designated representative, will be required to provide conveyance construction services for specific task scopes of work. The Contractor must be a licensed conveyance Contractor in the state of Colorado.
- 2.2 **CONVEYANCE MODERNIZATION WORK:** Modernization replaces units with Electric Traction and Hydraulic Elevators to meet current codes. Specific task scopes of work, which will be issued with a Request for Task Proposal in Unifier and which include but are



**SCOPE OF WORK  
ON CALL CONVEYANCE MODERNIZATION**

not limited to the following Table 3-1:

**Table 3-1: CONVEYANCES**

<u>Proposed Elevator Replacements</u>			
Terminal	Terminal	Concourse A	Concourse B
TE30	TE70		BE01
TE31	TE71		BE02
TE32	TE72		BE03
TE34	TE74		BE04
TE35	TE75		BE05
TE36	TE76		BE06
TE37	TE77		BE07
TE38	TE78		BE08
TE39	TE90		BE09
TE50	TE91		BE10
TE51	TE92		BE13
TE52	TE93		BE14
TE53	TE94		BE15
TE54	TE96		BE16
TE55	TE97		
TE57	TE98		
TE58	TE99 - FREIGHT		
TE59	TE60 – FREIGHT		
<u>Escalators</u>			
		AES-09	
		AES-10	
		AES-11	
		AES-12	
<u>Moving Walks</u>			
Concourse A	Concourse B		
AW05	BW04		
AW06	BW06		
AW07	BW08		
AW08	BW10		
	BW12		
	BW14		
	BW16		
	BW18		
	BW20		
	BW22		



## SCOPE OF WORK ON CALL CONVEYANCE MODERNIZATION

- 2.3 **ADMINISTRATION:** Contractor will be responsible for coordinating and conducting all necessary administrative work to successfully complete the task scope of work. Administrative work includes, but is not limited to the Division 01 Specifications in **Appendix B of Exhibit A**. A table of Construction Management Forms used for official documentation are found in **Appendix A of Exhibit A**.

### 3 SCHEDULING

- 3.1 **TASK SCHEDULE:** Per Division 01 Specification the Contractor shall, upon award of task order, produce and maintain a project schedule using Primavera P6 operating system. Schedule shall include all activities and milestones. Contractor shall submit a preliminary construction schedule, construction schedule, monthly updates, and an as-built construction schedule for all task orders.
- 3.1.3 Contractor shall maintain an updated 3-week look-ahead schedule throughout the task duration for all task orders.

### 4 PROGRESS REPORTING AND PAYMENTS

- 4.1 Contractor shall provide a schedule of values for all work.
- 4.1.3 **Schedule Of Task Values:** Contractor will provide a complete preliminary schedule of values with their Proposal to the ICP for the conveyances shown in Table 3-1 listing all sub-contracting work necessary to complete the Work. The overall contract schedule of values shall be divided into proposed tasks to complete the work in an expeditious manner that takes into consideration DEN is a fully functional operation. Schedule of values should take into account escalation of proposed tasks. DEN reserves the right to negotiate cost and timing of each proposed tasks. DEN may or may not contract for all of the conveyances listed in the proposed schedule of values. The tasks should be divided by manageable areas.
- 4.2 Contractor shall utilize Textura Construction Payment Management platform for all pay applications.

### 5 SUBMITTALS

- 5.1 Submittals shall be documented using the Oracle Unifier PMIS software platform.

### 6 REQUESTS FOR INFORMATION (RFIS)

- 6.1 RFIs shall be documented using the Oracle Unifier PMIS software platform.

### 7 SPECIFIC TASK SCOPE OF WORK

- 7.1 The Senior Vice President of Airport Infrastructure Management or the designated representative will issue, to the Contractor, a Task Notice for Proposal for a specific task. The Contractor shall prepare and submit a proposal and its task construction schedule within 14 days of receipt of the signed Request for Task Proposal from Unifier unless otherwise arranged between DEN and the Contractor.



## SCOPE OF WORK ON CALL CONVEYANCE MODERNIZATION

7.2 The Contractor's task order cost proposal shall be by task, broken down by subcontractors, general expenses (materials, equipment and labor), markups, staffing, bond and insurance. The task order cost proposal must provide a breakdown for each subcontractor and be accompanied by backup for quantities, labor, material and equipment per activity for each subcontractor, including architects or engineers should you require their service for the Work. The task order cost proposal shall be submitted using the Task Order Cost Proposal Spreadsheet, **Appendix C** accompanied by the Contractor's written understanding of the requested task at the time of the executed task order. Also include scope activity descriptions for each subcontractor utilized on that task.

7.3 The Contractor will provide each conveyance with a Conveyance Monitoring System with the following:

### **7.3.1 Conveyance Monitoring System Implementation:**

The Conveyance monitoring system is a cloud-based system that runs on a fiber optic or cellular-based network. An ethernet port panel is installed in the conveyance control panel. This ethernet port enables the system to identify the status of the elevator with regards to what floor the car is on, if it is stopped and if it is going up or down. To install this system, an ethernet cable, CAT 5, will be run from the elevator controller in the machine room to the nearest communications room or utilizing a cellular-based system. The CAT 5 run, where utilized, will utilize existing network cable trays, available existing conduit or new conduit runs. From the communication room the system will link into DEN's BACNET system. This will allow the system to communicate with the Fire Command Center (FCC) on each respective concourse and the terminal as well as the Maintenance Control Center (MCC) on the 10th Floor of the AOB. Each FCC and the MCC have a large screen for easy viewing as well as an individual computer that will allow access and control of an individual conveyance from a single point. This monitoring system will follow the requirements/specifications of the existing DEN Task Order no. 12 for the conveyance monitoring system and any approved/official DEN modifications thereof to scope of work for this project.

### **7.3.2 Conveyance Monitoring System Execution**

Each Task on this on call contract will have two phases of execution: (1) Infrastructure and (2) System Setup. •Where applicable the infrastructure portion of this project will include running conduit from each elevator controller and machine room to their respective communications room or utilizing a cellular based system. The work will be considered a design build as most of the work will be field fitted. The system setup phase will bring out the Conveyance specialists to install the ethernet port into the elevator controllers and link them up to DEN's BACNET. The DEN PM will coordinate with DEN Business Technologies (BT) to assist with linking up the Conveyance System to the BACNET. The Conveyance specialist will then ensure that the system is working properly. Contractor will purchase the Conveyance Monitoring System parts through a PO. Install, syncing, programming, and training is a part of the elevator turnover. The Contractor will verify the number of elevator monitoring units needed for each conveyance. The System Setup phase will correspond with the overall conveyance monitoring system installed on the previous phase of the conveyance modernization program. As all conveyances are modernized, as applicable, a Conveyance ethernet port or cellular connection mode will be installed to monitor each conveyance and be the latest technology.



## SCOPE OF WORK ON CALL CONVEYANCE MODERNIZATION

- 7.4- **TASK ORDER:** For each task scope of work issued, the City will review the proposal and task construction schedule. The Contractor shall not begin work on any task scope of work without having received a fully executed On-Call Task Order. In the event of approval of the Contractor's pricing and schedule, the Contractor shall perform such work within the time agreed and for the compensation that is approved by the Senior Vice President of Airport Infrastructure Management.
- 7.4.1 **DILIGENCE:** The Contractor shall perform the construction services defined by the individual task scope of work in a timely manner and as directed by the Senior Vice President of Airport Infrastructure Management or the designated representatives.
- 7.4.2 **COOPERATION:** The Contractor shall fully cooperate and coordinate with other contractors performing work at DEN. Particularly those contractors whose work connects or interfaces with the Contractor's task scope of work. The Contractor's proposal for each task shall include coordination with contractors that have current projects and future DEN projects that are identified at the time that the Contractor is preparing a proposal.
- 7.4.3 **PERSONNEL:** The contractor shall maintain a staff of competent electricians and administrative personnel sufficient to complete the specialized work of this contract.
- 7.4.4 **EXPERIENCE:** The contractor shall demonstrate their level of experience in the specialized work of this contract.

## 8 MISCELLANEOUS REQUIREMENTS:

### 8.1 TASK NOTICE TO PROCEED

- 8.1.1 **Notification:** The City shall provide written notification to the Contractor to proceed with a task scope of work through Unifier. The Contractor shall not be authorized to proceed with the work described in **Exhibit A** or a task proposal and the City shall not be obligated to fund any work performed by the Contractor, until the City has provided written notification to the Contractor that the work is to be performed.

### 8.2 AIRPORT SECURITY REQUIREMENTS

- 8.2.1 **Airport Badges:** The Contractor shall obtain Airport ID badges for personnel who work in the Restricted Area. Contractor shall be responsible for the cost of obtaining badges for personnel. Airport ID badges may be obtained from Access Services by filling out an Access Services application and obtaining prior approval from AIM Division. One Airport ID badged person may escort a maximum of six un-badged persons and must always maintain supervision of those persons while in Restricted Areas.

### 8.3 MISCELLANEOUS PROJECT COST

- 8.3.1 **Travel Cost and Time:** The Contractor's proposal for each task shall include in their General Conditions in the Schedule of Values all travel, per diem and other costs that the Contractor normally attributes to project development of similar scope and complexity.



**SCOPE OF WORK  
ON CALL CONVEYANCE MODERNIZATION**

END OF EXHIBIT A





**SCOPE OF WORK  
ON CALL CONVEYANCE MODERNIZATION**

**APPENDIX A for EXHIBIT A: TYPICAL CONSTRUCTION MANAGEMENT (CM) FORMS:**

Request from the DEN Project Manager at time of use any of the following form:

**Contractor CM Forms**

- CM-02 - Subcontractor Acceptance Certification
- CM-06 - FAA 7460-1 Request Form
- CM-07 – Daily Quality Control Inspector Report
- CM-08 – Daily Time and Materials Report
- CM-09 – Request for Substitution
- CM-10 – Contractor Warranty
- CM-11 – Sub-Contractor Warranty
- CM-13 – Contractor’s Daily Construction Report
- CM-20 – Contractors Pay Application Verification Checklist
- CM-25 – SUDP Certification
- CM-40a – CCR-CDR-CN Checklist
- CM-65 – Spare Parts
- CM-89 – Schedule of Values for Lump Sum Contracts
- CM-93 – Final Statement of Accounting
- CM-95 – Allowance Authorization



**SCOPE OF WORK  
ON CALL CONVEYANCE MODERNIZATION**

**APPENDIX B for EXHIBIT A: - SPECIFICATIONS**

Table of Contents for Basic Contract Specifications

Other Specifications may be added to the Contract with Task Orders per Special Conditions

**Division 01 – General Requirements**

011100 – SUMMARY OF WORK  
 011810 – UTILITIES INTERFACE  
 012510 – SUBSTITUTIONS  
 012910 – SCHEDULES OF VALUES  
 013119 – PROJECT MEETINGS  
 013210 – SCHEDULE  
 013223.19 – SURVEY INFORMATION  
 013300 – SUBMITTAL PROCEDURES  
 013510 -CONSTRUCTION SAFETY  
 014210 – REFERENCED MATERIAL  
 014225 – REFERENCE STANDARDS  
 015050 – MOBILIZATION  
 015210 – TEMPORARY FACILITIES  
 015215 – FIELD OFFICES  
 015525 – TRAFFIC CONTROL  
 015810 – TEMPORARY SIGNS  
 016000 – PRODUCT REQUIREMENTS  
 016610 – STORAGE AND PROTECTION  
 017330 – CUTTING AND PATCHING  
 017420 – CLEANING  
 017720 – CONTRACT CLOSEOUT  
 017835 – WARRANTIES AND BONDS

**Division 02**

024119 – SELECTIVE DEMOLITION

**Division 14**

142100 – ELECTRIC TACTION ELEVATORS  
 142400 – HYDRAULIC ELEVATORS  
 143100 – ESCALATORS  
 143200 – MOVING WALKS

**Division 21**

211313 – WET-PIPE SPRINKLER SYSTEMS

**Division 27**

271300 – COMMUNICATIONS BACKBONE CABLING  
 271500 – COMMUNICATIONS HORIZONTAL CABLING



**SCOPE OF WORK  
ON CALL CONVEYANCE MODERNIZATION**

**APPENDIX C for EXHIBIT A**

(Place holder for) Schedule of values table

**EXHIBIT B**

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

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

APPROVED FOR LEGALITY:

APPROVED AND ADOPTED:

/s/ \_\_\_\_\_  
Attorney for the City and  
County of Denver

/s/ \_\_\_\_\_  
Manager of Public Works

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

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

**RULES AND REGULATIONS**  
**REGARDING**  
**EQUAL EMPLOYMENT OPPORTUNITY**

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

**RULE I**  
**DEFINITIONS**

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

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

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

**RULE III**  
**HEARING**

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

**REGULATIONS**

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

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

**REGULATION NO. 3. DIRECTOR OF CONTRACT COMPLIANCE:** The Director of the Mayor's Office of Contract Compliance shall perform the duties assigned to such official by Article III, Division 2 of Chapter 28 of the Revised Municipal Code and by the Manager. (1) The Director of the Mayor's Office of Contract Compliance or designated representatives shall inform bidders and contractors of affirmative action procedures, programs, and goals in accordance with the ordinance at pre-bid and pre-construction conference; (2) make regular on-site inspections; (3) supply contractors and subcontractors with report forms to be completed by them when requested, and furnished to the Director of the Mayor's Office of Contract Compliance; and (4) review payroll records, employment records and practices of general contractors and their subcontractors and suppliers during the performance of any contract. The Director of the Mayor's Office of Contract Compliance shall promptly report apparent affirmative action deficiencies to the Manager.

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

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

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

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

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

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

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

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

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

All amendments to the appendices shall be included by reference.

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

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

**1. APPENDIX E:**

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

**2. APPENDIX F:**

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



## APPENDIX A

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

1. The contractor will not discriminate against any employee or applicant for employment because of race creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Each contractor will comply with all provisions of Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and Director.
5. The contractor will furnish all information and reports required by Article III, Division 2, Chapter 28 of the Revised Municipal Code, and by rules, regulations and orders of the Manager and Director or pursuant thereto, and will permit access to his books, records, and accounts by the Manager, Director or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further City contracts in accordance with procedures authorized in Article III, Division 2, Chapter 28 of the Revised Municipal Code, or by rules, regulations, or order of the Manager.
7. The contractor will include Regulation 12 Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless, exempted by rules, regulations, or orders of the Manager issued pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code, so that such provisions will be binding upon each subcontractor or suppliers. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

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

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

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

**NOTICE**

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

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

EULOIS CLECKLEY  
Manager of Public Works  
City and County of Denver

**A. REQUIREMENTS --AN AFFIRM ATIVE ACTION PLAN:**

Contractors shall be subject to the provisions and requirements of these bid conditions including the goals and timetables for minority<sup>1</sup> and female utilization, and specific affirmative action steps set forth by the Office of Contract Compliance. The contractor's commitment to the goals for minority, and female utilization as required constitutes a commitment that it will make every good faith effort to meet such goals.

**1. GOALS AND TIMETABLES:**

The goals and timetables for minority<sup>1</sup> and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade are as follows:

**GOALS FOR MINORITY PARTICIPATION  
FOR EACH TRADE**

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

**GOALS FOR FEMALE PARTICIPATION  
FOR EACH TRADE**

From January 1, 1982  
to 6.9%  
Until Further Notice

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

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

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

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

## 2. **SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

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

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

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

**3. NON-DISCRIMINATION:**

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

**4. COMPLIANCE AND ENFORCEMENT:**

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

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

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

- 1. Where the Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article 111, Division 2, Chapter 28 of the Revised Municipal

Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the contractor has not met the goals contained in these Bid Conditions. The contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.

2. The pendency of such proceedings shall be taken into consideration by the Department of Public Works in determining whether such contractor can comply with the requirements of Article 111, Division 2, Chapter 28 of the Revised Municipal Code, and is therefore a "responsible prospective contractor".
3. The Mayor's Office of Contract Compliance shall review the contractor's employment practices during the performance of the contract. If the Mayor's Office of Contract Compliance determines that the contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

B. **Obligations Applicable to Contractors:**

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

C. **General Requirements**

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

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



**EXHIBIT C**

**CITY AND COUNTY OF DENVER  
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION  
GOODS AND SERVICES AGREEMENT**

**A. Certificate Holder and Submission Instructions**

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER  
Denver International Airport  
8500 Peña Boulevard  
Denver CO 80249  
Attn/Submit to: contractadmininvoices@flydenver.com

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

**B. Defined Terms**

1. “Agreement” as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. “Contractor” as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

**C. Coverages and Limits**

1. Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$5,000,000 each occurrence, \$5,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$5,000,000 annual per location aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.

2. Business Automobile Liability

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

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
  - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
  - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. Workers' Compensation and Employer's Liability Insurance  
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
  - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Contractor's Pollution Liability  
Contractor shall maintain insurance covering work site operations that are conducted on DEN premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate for claims arising out of a pollution condition or site environmental condition.
  - a. Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on DEN premises.
  - b. Work site means a location where covered operations are being performed, including real property rented or leased from the City for the purpose of conducting covered operations.
5. Builder's Risk Insurance or Installation Floater:  
During the duration of the construction or tenant buildout activity, Contractor shall provide, coverage on a Completed Value Replacement Cost Basis, including 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. Such insurance shall:
  - a. apply from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site;
  - b. be maintained until formal acceptance of the project by DEN or the placement of permanent property insurance coverage, whichever is later;
  - c. include interests of the City and if applicable, affiliated, or associate entities, the General Contractor, subcontractors, and sub-tier contractors in the project;

- d. 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;
- e. include a Beneficial Occupancy Clause, specifically permitting occupancy of the building during construction. Commercial Operator shall take reasonable steps to obtain consent of the insurer and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy;
- f. include Equipment Breakdown Coverage (a.k.a. Boiler & Machinery), if appropriate, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).

6. Property Insurance

Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.

7. Property Coverage for City Property in Contractor's Care, Custody and Control:

- a. Contractor shall provide coverage on a replacement cost basis for damage to property that is owned or leased by the City that is in the care, custody and control of Contractor during its operations under this Agreement. The City shall be named Loss Payee as its interest may appear.
- b. Any deductible in excess of \$100,000 each occurrence must be disclosed to and approved by DEN Risk Management.

8. Professional Liability (Errors and Omissions) Insurance

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

9. Technology Errors and Omissions

Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.

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

10. Excess/Umbrella Liability

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

**D. Reference to Project and/or Contract**

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

**E. Additional Insured**

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

**F. Waiver of Subrogation**

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

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

**G. Notice of Material Change, Cancellation or Nonrenewal**

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

**H. Cooperation**

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

**I. Additional Provisions**

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.

7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

**J. Part 230 and the DEN Airport Rules and Regulations**

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.

**K. Applicability of ROCIP Requirements**

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **This project is NOT A ROCIP PROJECT; therefore, Contractor is NOT eligible for or provided insurance coverage under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor's information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

**Notice of Change to ROCIP:** DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice of changes regarding a ROCIP program as applicable to Contractor's work or responsibilities under the ROCIP Safety Manual.



DENVER INTERNATIONAL AIRPORT  
8500 Peña Blvd. | Denver, Colorado 80249-6340 | (303) 342-2000

October 10, 2023

Sent Via Email Only  
scott.silitsky@thyssenkrupp.com

Mr. Scott J. Silitsky  
Vice President Risk & Litigation Management  
Thyssenkrupp  
210 N. University Drive, Suite 804  
Coral Springs, FL 33071

**SUBJECT:** Self-Insurance Approval  
DEN Contract No. 202366615, Passenger Conveyance Modernization Phase 3 Agreement  
Requesting Party: Thyssenkrupp Elevator Corporation  
Lines of Self-Insured Coverage: Professional Liability, Pollution Liability and Technology Errors and Omissions Liability

This letter is issued to document and confirm the approval of Thyssenkrupp's (TKE) request for Denver International Airport (DEN) to accept their self-insurance program regarding the obligation to provide the captioned line(s) of coverage as contractually required by DEN. Attached herewith, excepting financial statements, is the requested information and supporting documentation provided to DEN by TKE:

1. Self-Insurance Letter issued by TKE received October 6, 2023
2. Financial Statements issued by Thyssenkrupp Elevator US Holding Inc. (unaudited) (annual periods ending: Sep 30, 2021 and Sep 30, 2022)

The documentation received from TKE was reviewed and accepted by DEN Legal, DEN Accounting and DEN Risk.

This approval of self-insurance is solely related to TKE for the specific line(s) of coverage and contract referenced above and is subject to change with written notice issued by DEN Risk.

Sincerely,

A handwritten signature in black ink that reads "Georgia Steele".

Georgia Steele  
Insurance Manager, DEN

cc: Brittney Warga, DEN Airport Facility Services, [brittney.warga@flydenver.com](mailto:brittney.warga@flydenver.com)  
Janet Bressler, DEN Director of Risk Management and Construction Safety, [janet.bressler@flydenver.com](mailto:janet.bressler@flydenver.com)  
Michael Biel, DEN Accounting, [michael.biel@flydenver.com](mailto:michael.biel@flydenver.com)  
Heidi O'Neil, DEN Accounting, [heidi.oneil@flydenver.com](mailto:heidi.oneil@flydenver.com)  
John Redmond, DEN Legal, [john.redmond@flydenver.com](mailto:john.redmond@flydenver.com)



Legal Department

October 6th, 2023

Janet C Bressler  
DEN Risk Manager  
Sent via e-mail [janet.bressler@flydenver.com](mailto:janet.bressler@flydenver.com)

**Re: DEN – TK Elevator Self-insured (certain programs)**

Dear Ms. Bressler,

I am the Assistant General Counsel and Risk Manager for TK Elevator Corporation (“TKE”) and it is in that capacity that this letter is written. Please accept this letter as a formal request to self-insure the below listed insurance requirements.

The most recent request for proposal “Passenger Conveyance Modernization Phase 3 ICP No. 202366615” dated June 2023 included several insurance items that (1) TKE believes are not an exposure to TKE and (2) elects to self-insure any potential risk associated with not having the coverage in place.

With customers in over 100 countries served by more than 50,000 employees, TK Elevator achieved sales of €8.5 billion in fiscal year 2021/2022. We ensure high levels of customer service globally from our extensive network of about 1,000 locations. Over the past several decades, TK Elevator has established itself as one of the world’s leading elevator companies and became independent after separation from the thyssenkrupp group in August 2020.

The following coverage(s) TKE requests to self insure:

**Professional liability (\$1,000,000)**- TKE is not a professional contractor and is not providing or proposing to provide design services for DEN. In addition, any policy that could be secured would have a deductible that would exceed the requested limit.

**Pollution Liability (\$1,000,000)**- TKE has limited exposure to pollution liability as most products/ services provided do not contain hazardous materials that would result in a pollution exposure. Notwithstanding, TKE has not had a claim/incident resulting from any pollution condition in over 20 years. In addition, any policy that could be secured would have a deductible that would exceed the requested limit.

**Technology Errors and Omissions (\$1,000,000/\$250,000)**- TKE is not providing any services to DEN that could trigger a claim under this requested policy. In addition, any policy that could be secured would have a deductible that would exceed the requested limit.

Based on the above information, TKE respectfully requests to self-insure and will agree to indemnity DEN for any losses resulting from the above policies.

If you have any questions, please do not hesitate to contact me at 954-597-3016.

TK Elevator Corporation  
*Scott Silitsky*  
Scott J. Silitsky  
Assistant General Counsel





**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Alex Marvin, Classification and Compensation Analyst Staff  
**DATE:** January 20, 2023  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 13, 2023**, 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. CO20230020  
Superseded General Decision No. CO20220020  
Modification No. 1  
Publication Date: 1/13/2023  
(7 pages)

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

Attachments as listed above.

**\*Career Service Board approved to adjust all Davis Bacon classifications under \$17.29 to comply with the city's minimum wage. The effective date is January 1, 2023.**

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

"General Decision Number: CO20230020 01/13/2023

Superseded General Decision Number: CO20220020

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

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If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$16.20 per hour (or
	the applicable wage rate
	listed on this wage

| determination, if it is  
| higher) for all hours  
| spent performing on the  
| contract in 2023.

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|  
| If the contract was awarded on | Executive Order 13658  
| or between January 1, 2015 and | generally applies to the  
| January 29, 2022, and the | contract.  
| contract is not renewed or | . The contractor must pay  
| all | covered workers at least  
| extended on or after January | \$12.15 per hour (or the  
| 30, 2022: | applicable wage rate  
| listed | on this wage  
| determination, | if it is higher) for all  
| hours spent performing on  
| that contract in 2023.

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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

ASBE0028-002 03/01/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	15.47

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CARP0055-002 05/01/2022

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 33.72	12.17

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CARP1607-001 06/01/2022

	Rates	Fringes
MILLWRIGHT.....	\$ 39.70	15.73

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ELEC0068-012 06/01/2022

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 41.30	17.87

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\* ELEV0025-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.94	37.335

FOOTNOTE:

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

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

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 ENGI0009-017 05/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 35.17	12.35
50 tons and under.....	\$ 31.70	12.35
51 to 90 tons.....	\$ 31.97	12.35
91 to 140 tons.....	\$ 33.05	12.35

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 IRON0024-009 12/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 31.00	24.59

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 IRON0024-010 12/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.00	24.59

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PAIN0079-006 08/01/2022

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 25.11	10.95

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PAIN0079-007 08/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 25.81	10.95

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PAIN0419-001 06/01/2022

	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 18.25	14.33

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PAIN0930-002 06/01/2022

	Rates	Fringes
GLAZIER.....	\$ 31.92	11.74

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PLUM0003-009 06/01/2022

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 41.33	19.29

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PLUM0208-008 06/01/2022

	Rates	Fringes
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PIPEFITTER (Includes HVAC  
 Pipe and Unit Installation;  
 Excludes HVAC Duct  
 Installation).....\$ 40.50 18.62

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\* SFCO0669-002 01/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....\$ 41.46	41.46	26.40

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SHEE0009-004 07/01/2022

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....\$ 37.17	37.17	20.05

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\* SUCO2013-006 07/31/2015

	Rates	Fringes
BRICKLAYER.....\$ 21.96	21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....\$ 22.40	22.40	4.85
CARPENTER (Metal Stud Installation Only).....\$ 17.68	17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....\$ 21.09	21.09	6.31
CEMENT MASON/CONCRETE FINISHER...\$ 20.09	20.09	7.03

LABORER: Common or General.....	\$ 14.49 **	5.22
LABORER: Mason Tender - Brick....	\$ 15.99 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00 **	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 12.71 **	0.00

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



**Office of Human Resources  
Supplemental Rates  
(Specific to the Denver projects)  
Revision Date: 01-01-2023**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$17.29	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$17.29	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$17.29	\$0.00

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

**EXHIBIT E**

**XIII. ATTACHMENT 9, SPECIAL CONDITIONS**

**SPECIAL CONDITIONS**

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

## **SPECIAL CONDITIONS**

### **SC-1 CONSTRUCTION CONTRACT GENERAL CONDITIONS**

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

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

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

<https://www.denvergov.org/content/dam/denvergov/Portals/743/documents/2011%20DENVER%20GENERAL%20CONTRACT%20CONDITIONS.pdf>

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

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

Document

Technical Specifications: in Appendix B of EXHIBIT A

The City will provide future drawings and specifications by task order at the time of Task

Notice Proposal. Additional copies of the foregoing documents will be furnished to the

Contractor at the

Contractor's expense. The Contractor will be responsible for supplying all subcontractors with copies of the Contract Documents at its expense.

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

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

### **SC-3 REVISIONS TO G.C. 201**

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

### **SC-4 CITY LINE OF AUTHORITY AND CONTACTS**

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

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

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

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

Director of Facilities Services, reports to the SVP-AIM. The Project Manager reports to the Director of Facilities Services. 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: Brittney Warga, Airport Infrastructure Management Office, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249, phone 303-342-4477.

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

upon the issuance of written notice to the Contractor which identifies the successor Project Manager.

**SC-5 CONTRACTOR PERFORMANCE; SUBCONTRACTING**

With respect to General Condition 501, no more than ninety-five percent (90%) of the work may be subcontracted. If it is determined to be in the City's best interest, this percentage may be modified throughout the course of the project by the SVP-AIM.

**SC-6 COOPERATION WITH OTHERS**

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

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

**SC-7 PROSECUTION AND COMPLETION OF THE WORK:**

The Work to be performed under the Contract is issued as Task Orders.

Work will be issued to the Contractor as Task Orders upon reaching a negotiated contract 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 CEO 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.

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

#### **SC-8 TASK ORDER NOTICE TO PROCEED**

Following the issuance of any fully executed Task Order hereunder, the Contractor shall commence work in accordance with the Notice to Proceed date established in the Task Order. In the event the Task Order does not include a Notice to Proceed date, the City will issue a separate Notice to Proceed, and Contractor shall commence work within ten (10) consecutive calendar days of the date of the Task Order Notice to Proceed; however, no work will commence on any project until such time as the Contractor has complied with all administrative requirements for that particular project and the Contractor has satisfied all bonding requirements for the particular Task Order (SC-25 PERFORMANCE AND PAYMENT BOND). Thereafter the Contractor shall prosecute the work to be accomplished under the Task Order at such time and place as the Task Order directs and shall fully complete in every detail all specified work in accordance with the terms and conditions of the Task Order and the provisions of these General Contract Conditions and Special Contract Conditions.

#### **SC-9 LIQUIDATED DAMAGES**

If the Contractor fails to complete the work with the time specified or if the Contractor causes disruptions to DEN activities or operation as defined herein the Contractor shall pay the City liquidated damages in the amount of five hundred Dollars (\$500.00) per day until substantial completion is achieved or as noted in future Task Orders.

At any time after the occurrence of the first incident, DEN may determine that by causing any of these disruptions, the Contractor is not properly managing the work and DEN may,

in its sole discretion, terminate the entire Contract for Cause under General Contract Condition section 2201. In the event of such termination, the Contractor shall not be entitled to any cancellation penalty or additional compensation, and the Contractor shall be liable to DEN for all costs and expenses of taking over and completing the work as provided in General Contract Condition section 2201.

Article IV of the Contract and General Condition 602 cover 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 to discuss and resolve any and all issues that may pertain to the understanding of the terms and conditions of the contract and scope of work. Individual pre-construction meetings will be held at the City's discretion on each issued Task Order prior to issuance of each Notice to Proceed for that Task Order.

#### **SC-11 FACILITY SECURITY AND PERSONNEL ACCESS**

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

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

If these security modifications involve any additional project cost, the Contractor shall submit a Contractor Change Request in accordance with the General Conditions for the additional cost. The Contractor Change Request shall outline in specific detail the effects

of the security modifications on the Contractor's performance of the Contract, and shall provide a detailed cost breakdown for each item for which the Contractor is requesting reimbursement.

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

The construction of all the Project / Task Items that involve the breaching of any airport perimeter security boundary or continued access to restricted access rooms or areas will require the posting of authorized contract security personnel to maintain required security controls. The Contractor's **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:



**Covenant Aviation Security**

1112 W. Boughton Road  
Suite 355  
Bolingbrook, IL 60440

Our local general contact number is: 720-222-4774

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

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

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

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

**SC-12 CONSTRUCTION ACCESS**

The work site is located at Denver International Airport Concourse A, B, C, Terminal, North Terminal and Airport Office Building (AOB). The Contractor shall have access to the work site via Jeppesen Terminal. All equipment and materials deliveries shall be routed through DEN Security Gates 04 and 05. The contractor shall be responsible for submitting a map detailing the routing of materials and equipment to DEN jobsite for approval. No equipment and materials is allow on site without the DEN PM's approval.

The City will not provide parking spaces for the Contractor's employees or subcontractor employees at the Airport. Arrangements for transportation and parking for all of its and its subcontractors employees will be the responsibility of the Contractor. The Total Contract Bid Amount or Contract Amount shall include any and all costs associated with the Contractor's and subcontractors' employee parking. Information about parking facilities and charges is available from the Airport Parking Office. Refundable deposits are required for all parking passes.

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

### **SC-13 VEHICLE PERMITTING**

Vehicle access on the Airport Operation Area (AOA) is controlled by and operated by DEN Airport Operations and Security. Contractor is required to obtain a vehicle access permit for any vehicle entering inside this area. Contractor is responsible for complying with DEN Airport Operations and Security requirement Only direct construction support vehicles and/or equipment will be allowed in the contractor's work areas or sites.

### **SC-14 VENDORS AND SUPPLIERS**

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

### **SC-15 COMMUNICATION DEVICES**

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

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

The Contractor and its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order No. 94 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 REQUIREMENTS**

In accordance with the provisions of Title 16 of the General Conditions, the minimum insurance requirements for this contract are set forth in the Attachment 1, attached to this Contract. 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, required insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or sub-contractors.

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

The City and County of Denver in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by 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 Attachment 1. 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 Management Services, Airport Office Building, Room 8810, 8500 Peña 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 this Contract. It is entitled "Denver International Airport Partial 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. The "Federal Requirements" section attached hereto is made a part of this Contract.

### **SC-21 APPLICATIONS FOR 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 Consulting Architect or Engineer, as applicable, Architect's or Engineer's estimated statement of the percentage of work completed for each line item of cost for which the City has promised to pay the Contractor. The Contractor shall also submit to the Auditor and other appropriate officials of the City, in a timely fashion, all information required by General Conditions Title 10.
5. The estimate of the percentage of estimate of work completed shall constitute a representation by the Contractor to the City that the work has progressed to the point indicated; that the quality of the work covered by the estimate is in accordance with the Contract Documents; that each obligation covered by the estimate (except as otherwise noted), and the payments required will be used to discharge such obligation unless previously discharged; and that the Contractor is entitled to payment in the amount requested. The Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate, with the assistance of input from the Project Construction Manager, in the event that such has been retained, will also verify the estimate of work completed prior to any acceptance by the City.
6. The Contractor warrants that:
  - a. Title to work covered by an estimate of work completed will pass to the City by incorporation into the completed work;
  - b. Work covered by previous estimates of work completed is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens", except for any interest created by retainage; and
  - c. No work covered by an estimate of work completed will have been acquired by the Contractor, or any other person or entity performing work at the work site or furnishing materials or equipment for the Project and that no work covered by any estimate is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person or entity.
7. Approval of an estimate of work completed or actual payment shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any estimate item.
8. Pursuant to General Condition 908, applications for a reduction in retainage must

be accompanied by Partial Release of Contractor forms from each subcontractor or supplier (Form LR-1).

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

#### **SC-22 REVISIONS TO G.C. 1102**

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

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

## **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 CEO in accordance with the provisions of this contract.

All taxes, tariffs, duties, shipping costs, permit and/or license fees imposed upon TK Elevator as of the date of the specific task order proposal delivery are included in the price of the proposal. After acceptance of the proposal and issuance of the Notice To Proceed / Task Order, purchaser will be responsible to pay TK Elevator for any new increases in taxes, tariffs, duties, shipping costs, permit and/or license fees; charges from its suppliers for any of the applicable materials and or components and/or charges from TK Elevator's shippers and/or freight forwarders with notice from TK Elevator within a reasonable time frame in accordance to the 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.

Change orders for Phase III task orders shall allow for reasonable management costs for TK Elevator and its subcontractors based on necessary survey time, project management time, research, material ordering, site meetings/inspections, additional subcontractor onsite oversight and other DEN requirements as required and agreed upon by DEN.



### **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 CEO or the CEO'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 SVP-AIM 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 SVP-AIM 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 Project Manager, or Project Manager's designee, setting forth the approved proposed location for mobilization and layout . All costs associated with this activity shall be included in the Contractor's proposal.

### **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 REQUIREMENT**

The Contractor will be required to use the designated Project Management Information System (PMIS), Unifier, BIM 360 Field and Primavera P6 compatible to comply with the requirements of DEN's Project Controls System. The PMIS is Airport Infrastructure Management's tool for project and information management, data analysis and document control. Denver International Airport will be responsible for providing the licensing and training for PMIS. The Contractor will be responsible for providing a compatible Primavera P6. The Contractor will also be responsible for providing and maintaining the computer hardware, software and system environment capable of supporting Project Controls System requirements including as the minimum: internet connection; Microsoft Internet Explorer 8 or better; Microsoft Office 2010; Oracle Java JRE 1.7.0 Update 5 and Adobe Acrobat X Pro. This is the only project management system that will be accepted.

### **SC-36 SUBCONTRACTOR PAYMENTS AND SUBCONTRACTOR RELEASES - REQUIRED USE OF THE B2G 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-37 PAYMENTS TO CONTRACTORS**

The Contractor further agrees that, to the fullest possible within the CPM System, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through the CPM System, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees that it will activate any available settings within the CPM System that are necessary to grant the City access to such non-Confidential information related to the contract and the project.

Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in GC 903.1

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

**Agency/Firm**

DEN Division CA

DEN Division PM

DEN Division Supervisor

DEN Division Director

DEN Contract Svcs CA

CCD Denver Prevailing Wage

DEN DSBO

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

1. The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.
2. Each Application for Payment shall include each and every independent subcontractor's payroll information including pay dates and pay amounts.
3. The Contractor shall also submit to the Auditor and other appropriate officials of the City in a timely fashion, information required by General Contract Condition 1004, REPORTING WAGES PAID.

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

## **SC-38 PAYMENT PLAN FOR CONVEYANCE EQUIPMENT**

The on-call conveyance contractor at DEN, shall provide a detailed pricing breakdown of all procurement activities that they are requesting initial payment within approved Schedule of Values (SOV) for each task order (TO). Additionally, the on-call conveyance contractor will provide backup documentation supporting these procurement activities.

The on-call conveyance contractor will be required to provide approved shop drawings to DEN for all modernized conveyance units following payment being made to the on-call conveyance contractor for procurement activities. Upon receipt and approval of the SOV pricing breakdown by the on-call conveyance contractor may invoice to DEN and DEN agrees to pay or reimburse the on-call conveyance contractor for the 25% deposit(s) required for manufacturing of the conveyance units to be installed pursuant to the particular Task Order. Project/TO specific shop drawings will be provided to DEN following such payment and as part of this payment process. This change to each Task Order in Phase 3 supersedes the Construction General Contract General Conditions, Title 9, Section 906.B. The on-call conveyance contractor will still be required to follow the payment application processes through Unifier and Textura and provide all necessary and required documentation, in addition to the procurement payment request documentation.

Due to unknown timing of the various task orders within the Phase III project, the separately provided rates shown in column G of Exhibit I, reflect 2023 rates. The labor rate costs can be adjusted on an annual basis to align with NEBA or 3%; whichever is greater.

### **SC-39 DESIGN ACTIVITIES**

Certain tasks on this contract may require the Contractor to include Design activities. In which case, the professional service is listed as a sub-contractor. It is assumed that any professional liability claims made by DEN will be corrected by the Contractor. The Contractor will submit reviews of any design in accordance with the Task Order scope of work and per Design Standards Manuals found at this link:

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

**EXHIBIT F**

**City and County of Denver**



**D E N V E R**  
**THE MILE HIGH CITY**

**DEPARTMENT OF AVIATION  
DEPARTMENT OF PUBLIC WORKS**

**STANDARD SPECIFICATIONS FOR  
CONSTRUCTION  
GENERAL CONTRACT CONDITIONS**

**2011 Edition**

**Statement**

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

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## EXHIBIT G

### PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned \_\_\_\_\_ [Bidder name], a corporation organized under the laws of the State of \_\_\_\_\_ [Bidder state], hereinafter referred to as the "Contractor" and \_\_\_\_\_ [Bond issuer], a corporation organized under the laws of the State of \_\_\_\_\_ [Bond company state], and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of \_\_\_\_\_ [Bid amount text] Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

**WHEREAS**, the above Contractor has, as of the date of execution listed on the contract signature page, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of **Contract 202366615, On Call Passenger Conveyance Modernization – Phase 3** at Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

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

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

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

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

(End of Page)

**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

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

\_\_\_\_\_  
SURETY

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

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

**CITY AND COUNTY OF DENVER**

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

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

**APPROVED AS TO FORM:**  
KERRY TIPPER, Attorney for the  
City and County of Denver

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

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS,** that we, the undersigned \_\_\_\_\_ [Proposer name], a corporation organized under the laws of the State of \_\_\_\_\_ [Proposer state], hereinafter referred to as the "Contractor" and \_\_\_\_\_ [Bonding company name], a corporation organized under the laws of the State of \_\_\_\_\_ [Bonding company state], and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of \_\_\_\_\_ [Proposal amount text] Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the above Contractor has entered into a written contract with the City for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of **Contract 202366615, On Call Passenger Conveyance Modernization – Phase 3** at Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

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

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

[END OF PAGE]

**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

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

\_\_\_\_\_  
SURETY

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

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

CITY AND COUNTY OF DENVER

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

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

APPROVED AS TO FORM:

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

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



# Informal Competitive Procurement (ICP)

## Passenger Conveyance Modernization Phase 3

*ICP No. 202366615*





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- *TKE Cover Letter (2 pages)*
- *DIA-DEN Narrative / Required Information Responses (24 pages)*
- *TKE Suggested Modernization Schedule (Appendix A, 1 page)*

**Section 2 – Sample DIA-DEN Agreement/Comments:** **PDF Pages 32-33**

- *TKE Request Contract Modification Letter*

**Section 3 – TKE Proposal Forms:** **PDF Pages 35-50**

- *DIA-DEN Proposal Forms (completed by TKE, various as required)*
- *State of Colorado Conveyance License – TKE – 2023-2023*
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- *City/County of Denver Conveyance Contractor’s License – TKE – 2023*
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- *TKE Execution Authorization (i.e., delegation of authority document)*

**Section 4 – DSBO Forms:** **PDF Pages 52-58**

- *DIA-DEN DSBO Forms (completed by TKE)*
- *MWBE Certification Letter (i.e., Gilmore Construction, subcontractor to TKE)*
- *SBE Certification Letter (i.e., Gilmore Construction, subcontractor to TKE)*
- *DBE Certification Letter (i.e., Gilmore Construction, subcontractor to TKE)*

**NOTE: “PDF Pages” refers to the actual combined PDF package page number for ease of viewing within the PDF.**



**Section 5 – Diversity Survey/DEI Supporting Documents:**

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- *TKE Diversity Survey Response (printed)*
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**Section 6 – Financial Forms:**

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- *DIA-DEN Schedule of Rates ICP cover sheet instructions*
- *TKE acknowledgement page of separate Exhibit I pricing spreadsheet delivery*
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**Section 7 – Miscellaneous Items:**

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- *TKE Modernization project resumes/org charts*
- *Gilmore Construction resumes/org charts/company information*
- *Intermountain Electric (IME) resumes*
- *Note Pages (5 total) – for DIA-DEN team use*

**NOTE: “PDF Pages” refers to the actual combined PDF package page number for ease of viewing within the PDF.**



# Section 1

## Proposal Narrative



TK Elevator Corporation | 7367 S. Revere Pkwy. Unit 2A | Centennial, CO 80112

Jeffrey Massey

P +1.323.246.6122

[Jeffrey.massey@tkelevator.com](mailto:Jeffrey.massey@tkelevator.com)

6.20.2023

Ms. Diane Folken - Contract Administrator (CA)  
Airport Office Building (AOB)  
Denver International Airport (DEN)  
8500 Pena Boulevard, Room 8810  
Denver, Colorado 80249-6340

## **RE: Informal Competitive Procurement ICP #202366615 – DIA-DEN Conveyance Modernization Phase 3 – TK Elevator (TKE) Cover Letter**

Dear Ms. Folken,

Thank you for the opportunity for TK Elevator (TKE) to provide a competitive response to the Informal Competitive Procurement (ICP# 202366615) for the DIA-DEN Conveyance Modernization Phase 3 project.

### **DIA-DEN PARTNERSHIP EXPERIENCE**

Over the past eight (8) years, TKE is proud to have been and continues to be a trusted and loyal partner with DIA-DEN for the servicing, new installation and modernization of various DIA-DEN conveyance projects. As with any project and especially a large-scale airport operation, there have been challenges to overcome and critical lessons learned along the way as we collectively deal with conveyance equipment that is 30+ years old, navigate stake holder needs/requests and continue to modify how to best provide for DIA-DEN's needs. This is precisely what places TKE the best position to understand the scope of the project, create the most effective work plan, dedicate the appropriate resources and ensure that our team responds to any and all specific DIA-DEN situations. In the subsequent pages of our proposal, we will clearly define our approach, present a cost-effective plan and demonstrate why TKE is the most qualified conveyance company for this project and an effective continuing partner for DIA-DEN Airport.

### **BASE PROJECT APPROACH – TKE TEAM CONSISTENCY / GROWTH**

A project of this magnitude requires commitment, not only from our local TKE Denver team, but also, from our Regional, National and International groups – all of which are involved either directly or indirectly with existing and previous projects at DIA-DEN. Each of these groups will remain assets in the effective execution of the various DIA-DEN task orders within the Phase 3 project. Much of the success both in the short term and long term will be determined by the level of continuity maintained from one (1) project/task order to the next. With this in mind, TKE is committed to utilize the existing project management and operations team including **Jeffrey Massey** as the dedicated *DIA-DEN Project Manager/Sales Executive*, **Anthony “Tony” Makela** as the dedicated *DIA-DEN MOD/NI Operation Manager / Project Manager*, the team of **Jymm Klein / Jeff O’Neal** for *Quality Control* as units turn over to the TKE DIA-DEN Service department, **Rob Brandley** for Safety (*Safety Manager*), the team of **Jessii Kasprzak / Desiree Snyder** as modernization/NI coordinators, and with a Phase 3 award to TKE, TKE looks to potentially add **1-2 new team members** to the dedicated TKE DIA-DEN project team. This is also among various other



team members within our TKE Denver modernization/NI departments who are available to assist in various tasks and efforts necessary for a quality installation/modernization process of DIA-DEN conveyances. Moreover, our **National and International Escalator/Moving Walk group** will remain highly involved and provide critical assistance before, during and after installation of any escalators or power walks. Additionally, two (2) of the industry's best elevator and escalator modernization technicians, **Henry Silva/Dwaine Appel** will remain dedicated to this project and oversee the secondary modernization crews on a day-to-day basis. This is in addition to dedicated elevator mechanic adjuster, **Frank (Efrain) Saucedo** who will remain involved in the ongoing elevator modernizations transitioning from Phase 2 to Phase 3 if TKE is awarded this project. Finally, based on the proactive installation schedule provided within the narrative document that follows, TKE is able to devote a total of **14 mechanic/helper crews onsite**, dedicated to the DIA-DEN Phase 3 projects which is a significant commitment and benefit to the DIA-DEN Airport/team.

### **MBE / WBE COMMITMENT**

As with prior DIA-DEN task orders, the TKE DIA-DEN team remains strongly committed to fulfilling the 10% W/MBE requirements (increased from 8% on Phases 1-2) for this project and will employ **Gilmore Construction** as our W/MBE partner to perform all subcontract/related work (previously resulting in 10-25% W/MBE involvement on recent TKE conveyance projects with Gilmore). Gilmore has worked under TK for the past three (3) years at DIA-DEN and understands the security protocols, expectations for quality work and level of oversight that will be required for a successful project. Additional details on their own W/MBE commitments can be found in the narrative document.

### **PROPRIETARY / CONFIDENTIAL INFORMATION**


Our proposal does contain confidential and proprietary information and thus respectfully should not be shared with any party outside the immediate persons employed by the City of Denver/DIA-DEN who are responsible for the evaluation of TKE as it relates to this solicitation/ICP. This includes any financial information, such as the Exhibits I and K are proprietary information. Additionally, we consider any key personnel resumes to be confidential. The experience, education and other unique qualifications of TK's top performers (*who are being committed to this project*) represent our greatest assets. As such, it would be detrimental to our organization to give insights into these top performers should the details of their resumes be shared with our competitors.

### **IN CLOSING**

Again, thank you for your consideration of TKE's proposal/response package for the DIA-DEN Conveyance Modernization, Phase 3 project (ICP #202366615). TKE looks forward to continuing our strong commitment to delivering excellence in service, cost-effective and competitive modernization and new installation services/products and timely installation time frames. Please let us know if you require additional information and/or wish to meet to discuss TKE's package or. Thank you.

Kind Regards,

*Jeffrey A. Massey*

DocuSigned by:  
  
 557068BC07064B0...

Jeffrey A. Massey  
 Senior Sales Executive/PM - Modernization  
 DIA-DEN/Denver/Colorado

# TKE Phase 3 Conveyance Modernization ICP Proposal Narrative

## COST EFFECTIVENESS NARRATIVE

### Overall Project Cost Effectiveness Concept

As a current, dedicated partner of DIA-DEN, TKE has a unique and keen understanding of the importance of cost-effectiveness on this project and how our dedicated TKE DIA-DEN project team continues to bring value, not only over the short term for the existing Phase 1 and 2 task orders, but also for many years to come hopefully with the award of Phase 3. Finding the most cost-effective method on this project involves a multi-faceted approach and is not solely based on the monetary value of the equipment purchased. In addition to the equipment, our team continually analyses labor efficiencies, quality control, repurposing of rigging material/specialized tools (i.e., minimizing extended or duplicate rental or purchase costs), DIA-DEN preferences/requirements/needs (i.e., specification/existing condition requirements, etc.) and effectively managing the project to mitigate any potential issues (i.e., shipping delays, material shortages, etc.). As the current conveyance contractor for the Phase 1 and 2 task orders/project over the past four (4)+ years, TKE has been able to capitalize on the time to learn from areas of improvement, discover more efficient processes and accurately determine the correct, most applicable and customer-centric scope of work for each conveyance product line. This hands-on experience has proven invaluable to TKE for meeting DIA-DEN's needs on the initial conveyance modernization/replacement project.

### Cost Effectiveness – Dedicated / Experienced Project Team

The local and regional TKE philosophy on modernization project management has significantly evolved over the past several years to the benefit of both TKE and our clients, especially in completing projects on budget and on time. Such changes to our project management efforts include the creation of a local DIA-DEN Modernization Project Management department, headed by Anthony Makela and Jeffrey Massey based in TKE DIA-DEN office onsite at the airport. In addition, several professional and experienced project team member have been added to dedicated TKE DIA-DEN team (i.e., additional New Installation (NI) project managers (PM) and coordinators/support staff). The goal of creating this onsite department is two-fold. The first goal is to get additional eyes on the specific DIA-DEN task orders/projects and create effective lines of communication for effective processing/execution of the projects for the airport and passengers. A second goal is to free up our overall modernization operations team to allow them to focus on managing the manpower, staying on track for committed milestones, engaging in regular site visits and responding to onsite client and installer questions/issues in real-time.

The TKE team believes that setting up a project correctly on the front end is paramount to the overall success of a project and client satisfaction in addition to helping facilitate a smooth transition from estimating to the operation / project management team following the award of a project. From the initial receipt of this DIA-DEN project solicitation, the existing project management team, along with the estimating and operation teams and the MBE/WBE subcontractor (*Gilmore Construction*) have reviewed the provided documents including the project specifications, scope of work, addenda and sample contracts in order to ensure that the entire TKE team (*and our subcontractor*) is aligned with the requirements and best strategy for the cost-effective execution of the conveyance modernization/replacement project for DIA-DEN. This process intentionally reduces the risk of errors and ensures that we are setting up a project correctly on the front end. Following the completion of site surveys and the corresponding estimate(s), the team will again review and discuss the various aspects of the units to be modernized/replaced and the associated estimate to check for scope of work accuracy and completeness (according to the specification documents provided), cost-effectiveness and available labor efficiencies and schedule alignment (*with DIA-DEN*). Additional cost-effective considerations during this process include provide value engineering options for the DIA-DEN team to consider beyond the base proposal pricing (as applicable). Upon award of the task order(s)/contract and prior to ordering the material, the local and





regional team will have a “buy-out” meeting including our MBE/WBE subcontractor (*Gilmore Construction*) to ensure the project management team understands the scope, the equipment, schedule, specific challenges, DIA-DEN requirements and project approach. Since the TKE project management team instituted the “buy-out” process on a regular basis, we have collectively found that the additional layers of review / approval have drastically reduced the occurrence of most unaccounted costs and virtually eliminated any necessary change orders – thus saving our clients (including DIA-DEN) additional cost, timing delays and overall dissatisfaction.

Throughout the project, the dedicated/assign project manager(s) (PM) will work closely with the operations team, field technicians and Gilmore Construction. In order to keep all lines of communication open and effective, the PM will be in regular communication with the onsite foreman, conduct weekly “three (3) week look ahead” (3WLA) meetings with Gilmore Construction and have weekly meetings with the internal TKE team (in addition to the weekly meetings between TKE, Gilmore and DIA-DEN and the issuance of weekly 3WLA schedules to DIA-DEN) . In addition to the meetings, the PMs and operations team will walk the projects on multiple times each week to inspect the quality of the work from both TKE and Gilmore Construction and make sure that all tasks and procedures are being followed by the relevant installation teams. Having both TKE and Gilmore Construction onsite offices with staffed personnel assists us in overall cost and quality controls. Our team approach to quality control stems from our sincere and institutional belief that we must avoid careless mistakes, poor workmanship and minimize issues at the source in order to deliver a quality final product for the DIA-DEN management, vendors and airport guests **on budget** and **on time**.

### Cost Effectiveness - Timelines / Milestones

With TKE’s experienced understanding of DIA-DEN’s organizational and business needs as it relates to which conveyance units will be modernized/replaced; the importance of requested/crucial timelines for specific task orders and the best product application for the effective operation of DIA-DEN modernized/replaced conveyance equipment, our dedicated team members are in the best position to be the most effective for the benefit of DIA-DEN, vendors and the traveling public. As with any major airport project, time is of the essence in ensuring costs are kept within budget and negative financial impacts of the conveyance modernization/ replacement work is minimized. ***This unique level of client and site condition wisdom provides the TKE team with the necessary details to determine the proper amount of modernization crews that must be dedicated to each task order and how to best execute the modernization/installation process (Please see the Proposed Work Plan and Approach section for additional scheduling details which saves the airport overall cost on the project).*** Throughout the various projects/task orders, TKE will commit our best elevator modernization mechanic (*Henry Silva*) and our best escalator/moving walk modernization/replacement mechanic (*Dwaine Appel*) to be the installation foreman for the two (2) different product lines. Each additional modernization/installation crew will be selected based on the scope of work and skill level of the team. For example, if the task order includes freight elevator modernizations/ new unit installations, the TKE team will select the crew best suited for that scope of work so that we can maintain a high level of quality and gain labor efficiencies to hit agreed upon milestones. Hitting the agreed-upon milestones is critical in order to avoid any additional financial impact to the airport and passenger disruption due to a conveyance unit being out of service longer than anticipated. As such, avoiding unnecessary delays and ensuring the quality of the installation will be driving factors in making sure we select the right teams. Based on the requirements of specific task orders, TKE has committed to assign multiple installation crews to adequately staff the project – as many as possible to effectively complete the work as DIA-DEN requests/requires and expedite the overall project installation process for less extended/increased material and labor costs.

### Cost Effectiveness - High-Quality Products Usage

The specific products used for this project will have a major impact on cost effectiveness throughout the life of the equipment. With that said, we have chosen to use TKE’s proven and abundant solid-state TAC32 controller platform on the traction (cable/belt-driven) and hydraulic elevators. There are several important factors to consider when selecting the equipment such as product life cycle, future support, proven reliability, serviceability and familiarity of



the equipment by reputable and trained elevator technicians. The TAC32 controller family is a widely accepted and extremely reliable elevator controller - with thousands installed throughout North America and is still in the early stages of its product life cycle. This is a critical factor to consider because a controller in the late stages can eventually result in additional costs for obsolete components (as is the case for the Montgomery/KONE controllers installed at DIA-DEN on many of the elevators that are 30+ years old), longer unit downtimes and in some instances, it may cause an untimely, unplanned and *costly* modernization. Moreover, familiarity with the elevator equipment plays a direct and effective role in an elevator technicians' ability to install a quality product in a timely manner and minimizes delays due to our technicians having to learn about the equipment. This is also an important factor for servicing and repairing the elevator equipment beyond the installation/modernization process. The TAC32 platform is a remarkably familiar product to reputable elevator technicians and allows product and replacement part standardization for the DIA-DEN conveyance equipment.

TKE continues to install various elevators with the TAC32 control equipment with new equipment installation (NI) projects in *The Great Hall* and *Concourse A* in addition to the *Phase 1* and *Phase 2 Conveyance Modernization* projects currently underway at DIA-DEN. We believe that maintaining equipment continuity throughout the airport with future NI and modernization/replacement projects will help minimize future service-related costs, reduce the risk of delayed downtimes, and help ensure an appropriate stock of replacement parts are always on hand – all of which directly benefits the DIA-DEN team, stakeholders and travelers. Additionally, every TAC32 controller will come equipped standard with MAX®, TKE's state-of-the-art monitoring and predictive maintenance tool. Additional product considerations for the modernization / replacement of escalators and powerwalks include heavier duty rated equipment (i.e., Tugela type rated equipment for escalators), added safety features, the use of LED lighting, standardized components and replacement parts and the installation/use of MAX® for assistance in troubleshooting.

### **Cost Effectiveness – Proactive Use of the MAX® Remote Monitoring System**

Using innovative technology designed jointly by Microsoft and TKE, the MAX® remote monitoring system was introduced to the industry with extremely positive feedback from our clients. The MAX® system continuously collects data about the elevator and escalator equipment's components and sends it to the Microsoft Azure cloud system. The data is analyzed and compared with data taken from other MAX®-connected elevators and creates algorithms to predict whether your equipment requires additional maintenance or part replacements – thus minimizing the effective downtime of DIA-DEN conveyance equipment and the financial impact of such equipment downtime (i.e., *increased movement of passengers, etc.*). When equipment fails or has specific fault issues logged, the MAX® unit automatically sends an alert directly to the service technician, informing TKE of the shutdown and in most cases before the client ever knows the unit is down/needs service (TKE is already working on returning a unit to service and/or correcting an issue before DIA-DEN is aware of it). These alerts provide various data points including the noted fault while providing three (3) possible solutions to correct the issue which assists the technician with a more effective trouble-shooting starting point. One (1) of the noted three (3) suggested solutions is correct over 97% of the time. This information saves critical time often spent troubleshooting and allows for our technicians to quickly resolve the issue and thus, faster return to service for DIA-DEN. The data captured by the more than 17 million+ daily elevator trips in the U.S. creates predictive analytics models that will help TKE and DIA-DEN better plan for future costs and scheduled disruptions. Moreover, increased equipment uptime translates into more passenger movement, less flight delays, improved traveler and vendor satisfaction and business continuity both for DIA-DEN and the vendors who pay rent/lease space from DIA-DEN. The MAX® system will be installed on all modernized/replaced elevators, escalators and walks at no additional cost to DIA-DEN.

### **Cost Effectiveness = Prior/Current DIA-DEN Experience + Process Refinement**

As noted throughout this proposal response, working on the current Phase 1 and Phase 2 On-Call Conveyance Modernization projects/task orders over the last few years has allowed the TKE team to further refine our processes, hone various labor efficiencies, maximize cost-savings, minimize the need of change orders (unless DIA-DEN



requests something or an existing or unknown condition/issue arises), navigate through the complexities of completing work at DIA-DEN and best meet the needs and expectations of the DIA-DEN team and the traveling public. The TKE team continues to proactively measure and address prior installation/project management time, execution and project management areas of improvement and have made the necessary adjustments to learn from such situations and execute more efficiently and cost effectively. We routinely review the positive aspects and areas of needed improvement on our projects (*including the current DIA-DEN projects*) in order to create favorable and repeatable processes for every member of the team. Moreover, during weekly reviews of the various modernization/replacement projects, we analyze estimated vs actual labor costs and material spending so that we can make the necessary adjustments during the project and not wait until it is too late. This translates into improved pricing for DIA-DEN on additional/future projects and task orders. Ultimately, it is TKE's goal to create a "win-win" situation for the project and to find the most cost-effective solution without compromising the quality that is expected and deserved by DIA-DEN.

## **MVBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan)**

### **Overall MWBE EDI Information**

As a truly global organization, TKE is a collective of over 50,000 individuals from a myriad of different countries and continents. Everyone at TKE has different backgrounds, different preferences, different cultures, different habits, different thoughts – and every single one of them enriches TKE as a company. That is why diversity, equity and inclusion (DEI-DEI) matter to TKE.

As noted in section 5 of the TKE ICP response package relating to the Diversity Survey and associated attachments, TKE has established that Diversity, Equality & Inclusion (DEI/EDI) are essential from an internal and an external perspective to the overall success and sustainable growth of the company in addition to being a good corporate partner and citizen. Corporately, TKE is working on integrating DEI/EDI facets into all areas of our business including but not limited to:

- Hiring process/recruiting/onboarding function development utilizing DEI-EDI principles
- Research and Development (R&D) utilizing DEI-EDI principles
- Mentoring programs utilizing DEI-EDI principles
- Establishing/promoting leadership roles utilizing DEI-EDI principles
- Increasing supplier/contractor diversity
- Workshops/trainings on DEI-EDI topics
- Talent management programs developed utilizing DEI-EDI principles
- Subcontracting related work/work by others projects to MBE, WBE and DVBE certified companies

While TKE continues working on DEI-EDI strategies nationwide and worldwide, the following information will pertain more specifically to the local Colorado/Denver TKE operation including current and future DIA-DEN Airport projects. Moreover, the following information will illustrate how TKE is working in conjunction with Gilmore Construction, its primary related work/work by others 1<sup>st</sup> tier MWBE subcontractor, to expand its local DIA-DEN project specific DEI-EDI efforts.

### **MWBE Coordinator**

For the Phase 3 Conveyance Modernization project, TKE has established that Jeffrey Massey of the dedicated TKE DIA-DEN modernization project management team will be the MWBE Coordinator. Mr. Massey has worked with Gilmore Construction (SBE, DBE, MWBE certified) over the last several years on various Phase 1 and 2 Conveyance Modernization projects encouraging the inclusion and development of relevant disadvantaged business for 2<sup>nd</sup> tier



subcontracting opportunities where feasible/possible based on limited scopes of related work available on such project. Mr. Massey will be responsible for the following items:

- Continue to work with Gilmore Construction as TKE's primary 1<sup>st</sup> tier subcontractor to obtain involvement of and foster development efforts for relevant disadvantaged business for 2<sup>nd</sup> tier subcontracting opportunities where possible based on the narrowly defined contracting opportunities.
- Managing the various requirements of the MWBE/DSBO programs specific to TKE and Gilmore Construction
- Perform specific reporting on DEI-EDI, DSBO initiatives/requirements specific to TKE and Gilmore Construction
- Attend DSBO meetings (compliance meetings, DSBO Equity & Empowerment Council, etc.) along side Gilmore Construction team members/MWBE Coordinator.

In addition, Mr. Massey will reach out to Sasha Bailey, TKE's North American Business Unit (BU) Sr. Director of Communications & Inclusion to inquire about the latest information on DEI-EDI initiatives on a quarterly basis from a corporate, factory/purchasing and Regional/local perspective – and which initiatives could be employed by TKE for the DIA-DEN Phase 3 Conveyance Modernization projects/task orders. This will be an ongoing step to further incorporate future/pending DEI-EDI-MWBE efforts by TKE into the various DIA-DEN Phase 3 Conveyance Modernization projects/task orders.

### MWBE Utilization Strategies

**Due to the limited nature of the scope of work and opportunities inherently available on conveyance modernization/installation projects (limited due to specified scope of work and exacting Code requirements), TKE wishes to note that the related work/work by others scope of work performed by a general contractor (as subcontractor to TKE) and their respective subcontractors is typically the primary and only source of MWBE work opportunities/involvement (as is the case for the current and future On-Call Conveyance Modernization projects). Furthermore, the tailored materials/components required for manufacturing elevator, escalator and moving walk equipment are sourced from specialized vendors/suppliers in the conveyance industry and are not small volume purchases subject to local MWBE suppliers (in contrast to the related work/work by others' materials/supplies, which often can be sourced locally).**

As with prior DIA-DEN task orders in the Phase 1 and 2 On-Call Conveyance Modernization projects, the TKE DIA-DEN team remains strongly committed to fulfilling the 10% W/MBE requirements (increased from 8% on the Phase 1-2 Conveyance Modernization projects) for the Phase 3 projects/task orders and will continue to utilize Gilmore Construction as our primary W/MBE partner to perform all subcontract/related work. Gilmore has worked under TK for the past three (3) years at DIA-DEN and understands the security protocols, expectations for quality work, level of oversight and need for further MWBE subcontractor/supplier involvement that will be required for a successful project. As a result of this successful relationship between TKE and Gilmore Construction, essentially every task order with this arrangement resulted in an increase over the required 8% DSBO goal and we collectively closed out various TKE conveyance modernization projects with a range of 10-25% W/MBE involvement (depending on the scope of work required for each task order).

Furthermore, TKE continues to work with Gilmore to utilize *MWBE certified businesses* where possible including various companies listed below for the limited related work/work by others scope of work. The noted companies have provided services at DIA-DEN and TKE-Gilmore utilizes the MWBE-certified companies whenever possible.

Drywall/Framing/Ceiling/Paint
<i>Four Star Drywall (MWBE Certified)</i>
Spacecon
<i>Centennial State Drywall (MWBE Certified)</i>



Mechanical
US Engineering
Apollo Mechanical
Trautman & Shreeve
Murphy Mechanical
Fire Protection
Frontier Fire Protection
Western States/Martinez (MWVE Certified)
Demolition
<i>Gorilla Demolition (MWBE Certified)</i>
<i>Hillen Demolition (MWBE Certified)</i>

While TKE proactively utilizes Gilmore Construction and the other above noted MWBE subcontractors on its DIA-DEN On-Call Conveyance Modernization projects to support DEI-EDI-MWBE efforts/initiatives, all other work is self-performed by TKE as sanctioned by the International Union of Elevator Constructors' Union (IUEC, local 25). Elevator/escalator/moving walk specific scopes of work including modifications and connection to elevator equipment are covered within the Federally-recognized IUEC labor and apprenticeship agreement.

TKE and Gilmore Construction, as a primary MWBE partner to TKE, will continue collective DEI-EDI/MWBE outreach efforts through a variety of joint methods stated below.

The DEN Commerce HUB and the City and County of Denver's Office of Economic Development Small Business Opportunity have several established avenues to communicate current and upcoming opportunities to the subcontracting community, specifically historically underutilized multicultural businesses. From DSBO email blasts and newsletters to forums such as Bridging the Gap and the Construction Empowerment Initiative (CEI) to DIA-DEN's meetings and outreach forums, engaging with this established, broad, and consistent reach is one (1) key strategy. The cadence of these outreach vehicles is a good place for consistent and timely updates/ information. The Gilmore/TKE team will utilize these well-attended meetings as well as host DIA-DEN approved SBE On-Call contract subcontractor informational sessions to communicate and share information about opportunities under the upcoming Phase 3 Conveyance Modernization Project/On-Call contract. In addition, Gilmore/TKE will leverage a few additional strategies to inform and engage potential S/M/WBE and subcontractor partners:

**EDI Quarterly Forum:** As a multicultural business, Gilmore has faced race and social justice challenges in the industry and at DIA-DEN. Gilmore would be honored to partner with DIA-DEN to host lunch and learn forums with existing DIA-DEN contractors, trade partners and other businesses at the airport to bring depth and understanding to the dimensions of diversity and work together to advance diversity, equity and inclusion.

**Capability Statement Round Up:** Utilizing an approved list of MWBE firms, Gilmore will request updated statements of qualifications as well as capacity projections. These statements will be sorted into divisions of work and personalized email distribution lists will be created so when a work order is issued, a targeted outreach communication can be sent. In addition, Gilmore will review capacity projections from the round up and cross-check with the anticipated work orders and schedule to understand and influence how work may be packaged.

**Industry Forum (Virtual or In-Person TBD):** Gilmore/TKE anticipates a few industry forums will be needed in order to communicate the limited scope and opportunities over the course of the Phase 3 Conveyance Modernization contract duration. These meetings would provide an overview of the contract, prequalification process, procurement schedule and anticipated scopes of work as well as some one-on-one opportunities to ask questions and introduce their firms and qualifications. If a firm in attendance is not yet certified, our team will connect them with DSBO and resources to help them begin the certification process.



**Pre-bid information meetings:** These meetings will allow for the opportunity to explore the depth of interest from the local community and allow for the discovery of their concerns with scope ambiguities, contract language and conflicts with other competing projects. The specifics of the upcoming Phase 3 Conveyance Modernization Project/On-Call program, including the proactive and progressive approach to design, procurement, contract administration, quality and safety will be conveyed – with the overall message that the project’s success will lead their individual success. DIA-DEN officials and contract administration managers will be notified of every event and will be invited to attend accordingly.

**Working at DIA-DEN:** Working with DIA-DEN and at DIA-DEN is unique and exciting. Leveraging a forum concept recently hosted by DIA-DEN with multiple contractors talking about their experience and upcoming opportunities at DIA-DEN was extremely beneficial to industry participants. Continuing this concept throughout the upcoming Phase 3 Conveyance Modernization Project/On-Call contract could prove beneficial to industry. Creating presentations around various topics and doing a deeper dive may increase bid responses and support for firms looking to work at DEN.

TKE and Gilmore seek not only to maximize participation but also to provide training and support so that long-term benefits to participating firms are realized. This approach also supports overall program goals and allows monitoring of critical productivity, quality, and safety issues. Gilmore’s Community Outreach Program endeavors to grow local businesses, provide employment for the local community, provide services and resources to the community.

## Technical Assist and Support Services

Based on Gilmore/TKE’s overall past experience with the DIA-DEN On-Call contract process, this program has potential to utilize a wide variety of S/M/WBE firms – depending on the extent of the scope of work included in the contract. Creative work order planning has the potential to package certain scopes of work for continuity of crews. Gilmore will look for potential pairing opportunities between a large and small contractor, encouraging upskilling, training, and mentorship partnerships, if possible. However, with the previously referenced narrow scope of work required on the On-Call Conveyance Modernization projects/task orders including the upcoming Phase 3 project, this may prove to be challenging on a large scale.

Key aspects of Gilmore’s/TKE’s strategy include educating MWBE firms on available opportunities and providing them with the training and assistance to overcome barriers. Gilmore’s program will establish a platform to assist and develop historically underutilized multicultural firms by:

- Providing training programs for contractors and professional services providers;
- Establishing mentor/protégé and capacity building programs; and
- Offering finance, accounting, marketing, safety, project management, bonding and insurance workshops.

With municipal projects, there is an opportunity to promote the DSBO certification program and encourage firms to explore certification. In addition, the Citywide Master Utilization Plan outlines goals and strategies to support small business access to capital programs. As partner with DIA-DEN and the City and County of Denver, TKE and Gilmore will continue to be an advocate for and connector to city resources.

## Procurement Process

Gilmore/TKE will host an initial outreach event/industry forum to introduce the project to local subcontractors and will host subsequent outreach events as DIA-DEN releases Phase 3 Conveyance Modernization task orders to TKE (which will release a purchase order to Gilmore Construction for each specific task order upon issuance of NTP to TKE). At the initial event, the Gilmore/TKE team will present an overview of the expected work orders during the lifetime of the contract, along with the potential scopes of work. Gilmore representatives will also discuss the required contractor pre-qualification process. Subcontractors will be invited using Gilmore’s subcontractor database SmartBidNet, a digital network that maintains an updated database of certified contractors from several agencies, including the City & County of Denver, Regional Transportation District and CDOT — to support subcontractor searches. Work Order



events will be quantified based on the scope of work and Gilmore will target subcontractors that have substantiated experience under the requirements of each work order, using the outreach efforts listed above.

Gilmore's entire staff is empowered and encouraged to reach out to contacts in specific trades that could meet the bid requirements to encourage participation. Gilmore also provides notice of many solicitations to organizations that could extend our reach and advance our hiring goals — such as the Colorado Black Chamber of Commerce's Black Construction Group, Mountain Plains Minority Supplier Development Council, Hispanic Contractors of Colorado and the Colorado Women's Chamber of Commerce. In addition, Gilmore maintains an active, in-house database of qualified minority contractors.

Gilmore operates on an open-book policy and will keep a record of all subcontractor outreach, bids, selection criteria and award determinations. TKE will continue to work with Gilmore on the above noted steps to monitor and ensure that a strong technical assistance and support services strategy continues through all Phase 3 On-Call Conveyance Modernization projects/task orders.

## Communication and Vendor Management

Subcontractor outreach and selection is a big key to the joint Gilmore/TKE team's ability to execute work and complete a project successfully. Gilmore's preconstruction approach to all proposals is to invite subcontractors that have successful prior working relationships and are familiar with the defined scope of work presented by DIA-DEN Airport for conveyance modernization projects. Gilmore especially reaches out to subcontractors who have worked successfully with the client or within the client's industry. Gilmore encourages small, minority, and women-owned businesses (SBE, MWBE) to prequalify with Gilmore's team and provide proposals for specific scopes of work. As noted above, Gilmore hopes to use a few additional strategies such as a capability statement round-up and industry forum to garner interest of new and emerging DIA-DEN and Gilmore trade partners and these firms with a pathway to procurement.

Supportive efforts provided by Gilmore include purchasing materials for a small business to only furnish labor for the product and waiving the retention requirement for a labor only contract. Gilmore's team is also familiar with hosting outreach events which outlined the project requirements including scopes of work available, when they would become available, schedule requirements, client requirements, quality and safety parameters that were in place for the project. Many of Gilmore's successful trade partners, including some SBE M/ WBE's have been remarkably successful in working on projects with the Gilmore team. This helps to provide the opportunity for capacity building and diversity in a company's capabilities.

After finalizing the list of prequalified subcontractors, Gilmore will start the solicitation process and begin to issue work order packages. Gilmore will develop competitive work order packages in a range of sizes and scope that will ensure maximum participation. This process will allow each subcontractor to have complete understanding of the project requirements, minimizing scope gaps in their proposal. This process further evaluates the capabilities of a subcontractor to confirm their intent for the project and to re-examine the subcontractor default risk.

## Past Performance

As previously noted, TKE has worked with Gilmore Construction (SBE, DBE, MWBE certified) over the last several years on various Phase 1 and 2 Conveyance Modernization projects encouraging the inclusion and development of relevant disadvantaged businesses for 2nd tier subcontracting opportunities where feasible/possible based on limited scopes of related work available on such project. Recent projects where TKE's successful use of MWBE work was included are as follows:

- ➔ ***DIA-DEN Contract 201952239, On-Call Passenger Conveyance Modernization Task Order #6 – AGTS elevators, TES6N/S, TE8N/S; AGTS escalators TES19, -20, -21, -22, -23, -24, -25, -26***
  - DSBO/MWBE Goal: 8%
  - Actual DSBO/MWBE achieved: 13.381% (exceeded by 5.381%)
  - Gilmore Construction (SBE, DBE, MWBE certified) + 4 other subcontractors



→ ***DIA-DEN Contract 201952239, On-Call Passenger Conveyance Modernization Task Order #8 – IE01, IE03, IE04 elevators***

- DSBO/MWBE Goal: 8%
- Actual DSBO/MWBE achieved: 24.549% (exceeded by 16.549%)
- Gilmore Construction (SBE, DBE, MWBE certified) + 2 other subcontractors

Furthermore, Gilmore's recent S/M/WBE participation projects include:

→ ***Denver International Airport/Kiewit Worldport***

- DSBO/WMBE Goal: 75%
- Actual DSBO/MWBE achieved: 86%
  - The Abo Group, Design Team
  - C&G Painting Inc., Painting
  - Colorado Interior Specialties, Acoustical Ceiling Grid, Tile, Sound Insulation
  - LEI Companies Inc., Electrical, Fire Alarm
  - NM Industrial Services LLC, HVAC & Mechanical Systems/Plumbing
  - United Materials LLC, Roof Patching & Repair

→ ***RTD Florida and I-225 Light Rail Station***

- DSBO/WMBE Goal: 25%
- Actual DSBO/MWBE achieved: 75%
  - United Materials LLC, Roofing
  - Dynasty Concrete, Inc., Concrete
  - ALCAM Metal Distributors Inc., Structural Steel
  - Ammex Masonry Inc, Masonry
  - NPW Contracting Inc., Waterproofing
  - Trujillo Special Coatings Inc., Painting
  - Fountain Design Group, Flashing
  - ADI Steel Inc., Metal Decking
  - Premier Services, Excavation and Fill
  - Starr Group LLC, Painting

→ ***United Airlines Restack***

- DSBO/WMBE Goal: 25%
- Actual DSBO/MWBE achieved: 35%
  - Trujillo Special Coatings Inc., Painting
  - Interior Contractors Inc., Metal Framing

**Mentor-Protégé Programs/Initiatives**

Gilmore Construction worked and mentored Prisma for the last three (3) years. This relationship originated through the City of Denver's mentor-protégé program. The intended outcome is to support Prisma, a M/WBE & SBE certified company, in their growth to a preferred general contractor. As a part of the relationship, Gilmore sponsors a Prisma Field Superintendent at DIA-DEN working on our current SBE On-Call and United Airlines projects to expose their team to the intricate processes working within the DIA-DEN airport campus.

For the pending Phase 3 Passenger On-Call Conveyance Modernization, Gilmore/TKE's approach is to further propel Prisma through introducing them to the various and unique safety, quality control and administrative requirements working at DIA-DEN. The end goal for both parties, to provide our partner every opportunity with on the job learning and preparation to pursue the next SBE on-call as Gilmore intends to outgrow its current SBE status. We are jointly strong believers in providing the blueprint to those SBE general contractors who are willing to put in the work to learn, and Prisma is that contractor.





Gilmore further strongly believes that youth engagement is crucial to the general contracting industry and the next generation of builders. Over the last eight (8) years, Gilmore employees have volunteered as teachers through CAPBES to support minority middle and high school students. Over the course of five (5) months, Gilmore's team spends four (4) hours each week educating these bright young minds around careers in construction.

In addition, Gilmore hosts a summer internship program and invite three (3) emerging students to rotate throughout the organization to learn about the various careers in construction. Our young community must see a group of builders who relate to them. Gilmore's diverse team will bring diversity of thought and leadership styles to DIA-DEN.

TKE recognizes that of Gilmore Construction's current staff, 22% are women, 22% identify as African American and 42% staff identify as Hispanic/Latino and as such, diversity is at the core of Gilmore's leadership style. DIA-DEN will be supported by a joint Gilmore/TKE team that understands the importance of diversity in our companies, projects and communities. Moreover, youth engagement has always been a priority to Gilmore, and they will continue to support, engage and mentor through a variety of organizations and associations.

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### Proposer's Culture

While TKE is currently on an upward trajectory building DEI-EDI initiatives into its culture and ongoing business efforts as noted in the earlier **Overall MWBE EDI Information** section, TKE will always look in increase such use of MWBE subcontractors whenever possible. Having Gilmore Construction as its primary 1<sup>st</sup> tier subcontractor on the DIA-DEN On-Call Conveyance Modernization projects/task orders is key to increasing such use of MWBE contractors and providing additional business opportunities to various SBE, DBE and MWBE certified companies through Gilmore's robust DEI-EDI efforts.

It is interesting to note that both TKE's tag line; "Move Beyond" and Gilmore's tag line; "A Higher Standard," embodies our collective philosophy to take diversity beyond numbers. Everyone at TKE and Gilmore is encouraged to reach their aspirational career goals and break the mold that plagues most every company in the construction industry. Both TKE and Gilmore has several women of diversity in leadership roles and other women in rising company positions. Taking diversity beyond numbers, empowers every TKE and Gilmore employee to propel each other, seek and maintain positive views of each other, hold each other accountable, and value what everyone brings to the table. This ensures that everyone, no matter of color, gender, race, or identity, is given an equal shot to become a top leader at both TKE and Gilmore Construction, respectively. Diversity beyond numbers, does not stop there. TKE and Gilmore's trade and supplier partnerships are encouraged to embody the same philosophy. This approach fosters authenticity and employee well-being. TKE and Gilmore will continue this practice by joining forces, collaborating on recruitment, and hiring practices with measurable goals to attract personnel looking and believing in a diverse environment to grow.

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### Future Initiatives

Although it can be a benefit for TKE, Gilmore and DIA-DEN to put people "back to work," it is our joint goal to put energetic and willing people back to work permanently, making a livable wage. It is an effort that cannot be accomplished alone but requires dedication on the part of the individual, the business, and community assistance groups to provide guidance and support. As dedicated and responsible community businesses, TKE and Gilmore are willing to do our part.

It is clear that the City and County of Denver and DIA-DEN have also made meaningful commitments to small, minority and women- owned businesses as well as to the job seeker. This is a powerful combination that will reach a large number of companies and individuals. TKE and Gilmore Construction are ready to support these efforts to improve participation and engagement on the DIA DEN On-Call programs, including the upcoming Phase 3 Conveyance Modernization project/task orders. Gilmore/TKE will combine our collective approach to work packages

(unbundling), outreach and mentorship with DIA-DEN's procurement philosophy, tools and commitment to increase presence and capacity.

From outreach to reporting and compliance, Gilmore/TKE will partner with DIA-DEN, DEDO, DSBO and WORKNOW to maximize opportunities within DIA-DEN procurements and work with organizations such as the HCC Contractor Academy's Scaling Program to support, grow and scale companies in an industry we love.

## **UNDERSTANDING THE PROJECT NARRATIVE**

### **Understanding the Work Involved / Performing the Scope of Work**

TKE fully understands that DIA-DEN is a unique and bustling transportation with the high level of passenger traffic and year over year record-breaking growth the airport continues to experience hub (3<sup>rd</sup> busiest in the world currently). The traffic patterns at DIA-DEN are significantly different than that of an office building, retail shopping centers, hotel or sports venue. As such, the engineering, equipment specifications and the installation/modernization process must be tailored specifically to keep the conveyance equipment running consistently and reliably, passengers moving in a timely manner, air traffic departing on-time and minimize the impact on overall airport operations and stakeholders.

The elevator, escalator and moving walk equipment at DIA-DEN work together to keep passengers moving in between various gates/concourses, the main Great Hall terminal, baggage claim and parking areas. Therefore, as the conveyance equipment ages (most conveyance equipment is currently 30+ years old) and becomes more problematic to service and repair, it is understood that the necessary replacement/modernization process must occur with minimal impact on the airport, passengers, airlines and vendors and in the shortest time frame possible. As a result, the conveyance modernization/replacement contractor MUST employ effective pre-planning, site and equipment engineering, proactive project management and timely scheduling/execution of the modernizing/replacing of the various elevators, escalators and powerwalks at DIA-DEN. TKE has been quite successful thus far, in this process minimizing the overall impact to the various noted stakeholders. Moreover, the Code-required building-related work that is completed by the conveyance contractor's subcontractor (Gilmore Construction for Phases 1 (partial) & 2 (full) and planned for Phase 3) must also be coordinated and completed within the various locations with the same care, timeliness and proactive design/execution process. This overall understanding and coordination will ensure timely turn-over for DIA-DEN use of all modernized/replaced conveyance equipment.

### **Understanding the Work Complexities / Challenges**

Replacing/modernizing elevators, escalators and power walks especially at DIA-DEN involves complex processes that must be well thought-out and designed for proper execution due to the various aspects noted within this narrative. The actual equipment replacement/modernization portion is just a part of the entire conveyance project process. Various complex aspects of the scope of work are unique to DIA-DEN including but not limited to:

- The addition of new hydraulic, traction or machine room-less (MRL) elevators in existing blind or new hoistways to improve the overall level of traffic flow of passengers in specific terminal areas/concourses.
- Modernization/conversion of existing hydraulic elevators to geared/gearless/MRL traction elevators for a smoother ride, increased reliability and quieter operation;
- Performing complete replacements/modernizations of existing worn-out power walks and escalators in various areas of DIA-DEN;
- Performing in-truss escalator replacements of existing worn-out escalators in various areas of DIA-DEN when outright removal is not viable or cost-effective (i.e., significant rigging and traffic issues, etc.);

- Proactive material procurement and storage and DIA-DEN facilities such as the WorldPort Warehouse providing the DIA-DEN team with a high level of flexibility in moving units around from a scheduling perspective to best benefit the airport stakeholders, etc. In addition, such material procurement and storage saves DIA-DEN a significant amount in storage and material increase costs.
- Proactive planning for the safe and effective delivery of equipment and materials and the installation process while working around the current conditions at the DIA-DEN airport including:
  - Working around aircraft, jet bridges and ramp equipment;
  - Following all airfield driving protocols;
  - Ensuring safe work procedures in all areas of DIA-DEN to protect airport travelers, employees, equipment and all team members;
  - Ensuring all DIA-DEN, FAA, CBP-TSA and DHS security requirements, laws and regulations are followed by TKE team members and subcontractors - NO EXCEPTIONS;
  - Interfacing with various DIA-DEN stakeholders including airport operations, management, security, concessions, airlines, etc. to ensure all relevant issues are addressed and eliminated or minimized – develop a strong relationship through effective communication and minimizing impact efforts on a continual basis;
  - Planning material and major equipment movement during “off hours” when traveler movement is lowest – including crane, hoisting/rigging elements and conveyance equipment replacement components;
  - Working within specific storage zones designated by DIA-DEN in the tunnels such that baggage, carts and other movement is not affected by the modernization/replacement process;
  - Working with DIA-DEN to properly shut down conveyance units and put them back into service for enhanced passenger movement, security compliance and equipment reliability – including signage creation and placement;
  - Working with the onsite dedicated TKE service and repair teams to ensuring alternate conveyance equipment is operational and safe prior to the planned conveyance units being taken out of service for the modernization/replacement process in addition to when the equipment is put back into service following the installation process;
  - Working around the traveling public in various sterile areas and ensuring that the work area is safe and secure from public access including continual supervision and inventory management of necessary tools and equipment.
  - Creation and use of proper, safe, secure and attractive barricading around work areas to minimize disruptions to the flow of the airport and unsightly work areas;
- **Continual Challenge Identification** - The need to continually identify existing and potential challenges/problems as a critical path item at DIA-DEN. A result of this process, the key players and stakeholders can be involved in the planning and execution of the installation work in such a way that the issues are addressed with minimal impact to the airport traveling public and overall operations;
- **Site Access Challenge** - Receiving deliveries on-site is quite complicated at DIA-DEN due to various items noted within this narrative. TKE has the experience and “know-how” to address all access challenges.
  - The TKE project management team is able to overcome the access challenge by planning with the DIA-DEN team well in advance so that the process/plan is mutually-agreed upon, timely, consistent, secure, safe and that the access milestone is kept on schedule to minimize/eliminate delays for the airport stakeholders;
  - Craning onsite is a particularly complex aspect that needs to be effectively planned for well in advance with the DIA-DEN team and therefore, safely and securely executed within the set time blocks to minimize the airport operations and gate closures. All such craning requests and plans must be submitted to DIA-DEN for approval as early as possible to set schedules in place.
  - Equipment shut down requests are another critical item for the overall airport operations and passenger movement. While the schedule for such equipment replacements/modernization will be agreed upon by all parties well in advance of any equipment shutdown, TKE will still communicate all equipment shutdowns to the DIA-DEN team at least one (1) week in advance. This will allow the



DIA-DEN team to verify that the equipment can indeed be shut down as planned/scheduled and to notify the various stakeholders of the process.

- Please see above noted information on the use of the WorldPort Warehouse for material deliveries and storage for all DIA-DEN projects/task orders which minimizes the site access challenges since material movement/deliveries are able to be planned on a proactive vs. reactive basis.

→ **Communication Effectiveness Challenge** - As referenced in the prior “Cost Effectiveness” section, TKE has established a dedicated project management (PM) team for the various conveyance modernization/replacement/NI projects perform by our firm locally and regionally. This includes a dedicated PM team specific to the DIA-DEN projects with their main goal to provide complete transparency and effective communication on a regular basis. With the award of Phase 3, TKE would look to add 1-2 additional personnel to assist with the overall DIA-DEN project management (in addition to keeping Jeffrey Massey and Tony Makela as primary contacts for the projects).

- As part of the overall project management process, the PM and mod operations teams in the TKE DIA-DEN and TKE Denver/Centennial offices meet internally in addition to speaking with the field installation teams onsite daily to effectively manage the DIA-DEN projects. This assists in determining labor assignments, material deliveries, assistance needs, etc.;
- Weekly conference calls/meetings at a minimum would continue for all additional DIA-DEN projects between the DIA-DEN PM and TKE DIA-DEN teams. Moreover, onsite meetings are always available due to the weekly site visits by the PM and mod operations representatives – especially with TKE and Gilmore having full-time staffed offices at DIA-DEN;
- TKE will continue to have weekly conference calls/meetings with Gilmore Construction to ensure continuity and timely execution on all Phase 1-2 projects/task order and if awarded to TKE, with the Phase 3 projects/task orders.
- Should DIA-DEN wish, TKE can also arrange a monthly high-level meeting between our regional management team and relevant DIA-DEN management/stakeholders to provide for a set escalation process.

→ **Weather Issue Challenge** - While TKE proactively builds additional time for certain weather-related delays into its project schedules, most of the work included covered by the DIA-DEN conveyance task orders is within the confines of the terminals and related structures. Therefore, weather-related considerations typically involve material movement (i.e., into and out of the work areas, the airport, etc.) and generally can be planned for effectively – especially with the material being stored at the DIA-DEN WorldPort Warehouse as previously noted. This typically translates into minimal delays and keeping the project on schedule.

## TKE Problem Solving Philosophy / Approach

As a long-term partner with DIA-DEN in the service, repair, modernization and new installation segments of the conveyance business, TKE’s main issue resolution/problem solving philosophy involves transparency, clear and honest communication and looking for the best solution for all parties so that the conveyance units are always operational and reliable. This includes:

- Identifying all issues as opportunities for solutions and meeting DIA-DEN’s and the travelling public’s needs;
- Putting our collective selves into DIA-DEN’s shoes/position (and that of the airport’s stakeholders) to find the highest quality, safest yet most cost-effective solution to addressing any identified issue;
- Utilizing TKE’s vast local, regional, national and international resources to solve conveyance issues at DIA-DEN in a timely manner. TKE’s network allows a deeper and often times quicker resolution to issues that need to be addressed beyond the local resources;

## TKE Key Issue Resolution, Sensitivity, Experience

TKE is uniquely positioned to fully understand the needs and requirements of the DIA-DEN team and the various airport stakeholders. It is the vast experience that TKE has gained over the last eight (8) + years working for DIA-DEN and various segments of the conveyance business that allows our team to approach our partnership, solutions,



communication and approach to the overall relationship with the proper amount of wisdom, experience, prudence and a balance of sensitivity and professionalism – all items critical for effectively addressing and resolving important issues to the betterment of DIA-DEN and the end-users/traveling public. TKE continues to utilize our experience/overall partnership to DIA-DEN through:

- Successfully executing the existing/current On-Call Conveyance Modernization Phases 1 & 2 (task orders 1-12);
- Successfully collaborating with various stakeholders including DIA-DEN AIM, DIA-DEN Operations (Anthony Ciervo, Raymundo “Moon” Perez, etc.), CBP-DHS-TSA, Airline Affairs, concessions, etc. to provide an expedited modernization of IE-03 and IE-04 in the International Terminal with a secure walkway between the two (2) areas for limited accessibility passenger movement. The project was completed on-time using an expedited schedule and multiple installation/modernization crews.
- Previously installing of 12 foreign-manufactured escalators on Concourse C at the request of DIA-DEN due to an issue with the manufacturer not collaborating with DIA-DEN to professionally install the DIA-DEN purchased/owned equipment;
- Increased communication, additional team member assignment to and coordination with the DIA-DEN projects both currently and with future task orders/Phases (i.e., TKE is looking to add to the onsite TKE DIA-DEN team with the successful award of Phase 3);
- Continual coordination with the TKE service teams in charge of servicing and repair the various elevators, escalators and power walks to ensure consistency of products, installation and the warranty process. This is a critical item to ensure that the DIA-DEN airport conveyance equipment is increasing in reliability and warranty items are promptly

## PROPOSED WORK PLAN & APPROACH NARRATIVE

### **Project Management Approach**

While TKE has provided many aspects of our proposed work plan and approach throughout the various sections of this ICP response document and all sections should be considered the overall proposed work plan and approach, the TKE Elevator DIA-DEN project team has provided additional project management details for your consideration.

#### → ***Project management control methods***

- The TKE DIA-DEN project team will conduct weekly project progress meetings with the DIA-DEN client project team as has been the case with the Phase 1 and 2 task orders;
- The TKE DIA-DEN project team will establish two (2) main points of contact to coordinate with the DIA-DEN client project team for support on both ends of the project;
  - Jeffrey Massey (TKE), Tony Makela (TKE) and Brittney Warga (DIA-DEN);
  - Continue transparent messaging between TKE and DIA-DEN via Unifier submissions, email, telephones, texting and MS Teams;
  - The TKE DIA-DEN project team will continue strong internal communication on project details and required tasks – both at the TKE DIA-DEN onsite and Centennial, CO offices;
- TKE will conduct weekly subcontractor meetings
  - Regular project schedule discussion;
  - Project delay or onsite concerns discussed;
  - Conduct three (3) week look ahead schedule review with subcontractor(s);
  - Discuss best practices and ways to improve with subcontractor(s);
- *Jobsite* - TKE utilizes an internal system to further track all documentation, subcontractor costs, material costs, billing/payments, installation labor status, purchase orders, change orders and other project specific details. This project visibility tool will be used on all DIA-DEN projects to ensure smooth project management and execution;



- *Major Projects Tool* – TKE utilizes an additional internal tool which allows the DIA-DEN project management team to manage the scope of work, track material needed and control costs. As with the Jobsite program, this tracking tool will be used on all DIA-DEN projects to ensure smooth project management and execution;
- *Weekly Meetings* – Beyond the weekly meetings between TKE and the DIA-DEN AIM team, Tony Makela and Jeffrey Massey – both dedicated and onsite TKE DIA-DEN project management staff/team members - will conduct weekly internal meetings with the TKE DIA-DEN project team. Various aspects of the project including material engineering, submittals, deliveries, open tasks, issue resolution, client communication and schedule will be discussed during these meetings.
- *Quarterly Meetings* - The TKE DIA-DEN project team will conduct quarterly internal project management meetings with the regional & national teams to discuss DIA-DEN project status and best practices on executing and completing all DIA-DEN projects on time and on budget.
- *Quality Control Process* – One (1) important component of the TKE quality control process is utilizing an adjuster on the modernized/replacement equipment and completion of an equipment turnover checklist (i.e., “NIM Audit”) that is required before the DIA-DEN project team will turn over the equipment to our DIA-DEN service department. These checklists provide the means for a successful turnover to DIA-DEN for use by the traveling public/ This process involves representatives from the TKE DIA-DEN project team, modernization installation team and the DIA-DEN service team including Jymm Klein and Jeff O’Neal reviewing the elevator/escalator equipment components covered by the modernization/replacement process and checking the operation, fit and finish of such items. The DIA-DEN service team does not take accept the equipment until any and all deficiencies are corrected. The NIM Audit forms are tracked for completion and provided to DIA-DEN via the Unifier submittal process for airport records.
- *Proactive Use of DIA-DEN Reporting Tools* – The TKE DIA-DEN project team currently interfaces with the DIA-DEN team through the Project Management Information System (PMIS), Unifier and Oracle Primavera P6.
  - Continued use of these tools will occur with future DIA-DEN projects/task orders, if Phase 3 is awarded to TKE;
  - Jeffrey Massey and Tony Makela, the dedicated TKE DIA-DEN project managers have been trained on the required systems for proper usage and communication;
  - Jeff/Tony will conduct daily system maintenance including checking the status of submittals/drawings, pay applications, RFIs, reports, etc.;
  - Jeff/Tony will utilize the Oracle Primavera P6 system to provide monthly project schedule updates to the DIA-DEN client project team in addition to schedule milestone reviews moving forward (from existing ongoing task order within Phases 1 & 2, and if awarded to TKE, through the various Phase 3 task orders);
  - TKE will continue to provide monthly schedule updates with required detailed narratives via the DIA-DEN Unifier submittal process.
  - The TKE DIA-DEN project team currently has the required Oracle Primavera P6 software to ensure that all items are being provided to the DIA-DEN client project team per project contract agreements/task orders;
  - The TKE DIA-DEN project team will continue to provide the three (3) week ahead schedules/reports using Microsoft Project;
- *Steps for Completing Work on Schedule*
  - The TKE DIA-DEN project team will continue to provide all field installation teams with task planners so they are aware of what hours are in the contract and what schedule they must meet or beat;
  - The TKE DIA-DEN project team will continue to conduct daily check-ins with the field installation teams and superintendent to ensure that all work is being completed safely, on time and to quality standards - and issues are proactively identified and resolved quickly;

- The TKE DIA-DEN project team will continue to conduct frequent site visits (weekly at a minimum) to further monitor the project, help drive the installation process and the adhering to the installation schedule;
- The TKE DIA-DEN project team will continue to conduct an onsite equipment inventory with the field installation team before the modernization/replacement process on the various conveyance units/task orders begins to ensure that all material is on site and there will be no delays due to missing material or out of sequence installation work (i.e., A huge benefit to having the materials ordered at once and delivered to the DIA-DEN WorldPort Warehouse);
- The TKE DIA-DEN project team will continue conduct biweekly site visits with the subcontractor(s) at a minimum to ensure they are current on the project status and work completion expectations. This often occurs naturally during the course of weekly/daily site walks conducted by TKE and Gilmore Construction on the various task orders/projects.
- The TKE DIA-DEN project team will continue to provide constant communication with the DIA-DEN client project team to ensure the relevant airport stakeholders are aware of the project schedule, identify any potential or existing relevant issues and prevent or minimize any conflicts with DIA-DEN's overall facility operations (i.e., provide ample notice and request approval when larger/impactful activities need to be arranged (i.e., crane use, mobilization, material movement, shut-down requests (SDRs), etc.);
- *Coordination with DIA-DEN and other entities*
  - The TKE DIA-DEN project team will continue to facilitate weekly calls with DEN operations and the relevant stakeholders to ensure all parties are aware of schedule and any developments;
  - The TKE DIA-DEN project team will continue to facilitate daily discussions between the DIA-DEN operations team and TKE field installation team(s);

## Organizational Approach

- ➔ *The TKE DIA-DEN project team main point of contact:*
  - **Project Manager/Sr. Sales Executive – Jeffrey Massey (primary contact)**
  - **Project/Operations Manager – Tony Makela (primary contact)**
  - A contact list will be provided to the DIA-DEN client project team with additional points of contact and an escalation structure – especially as new team members are anticipated to be added if Phase 3 is awarded to TKE;
  - See project resumes and organization chart for additional information. These items provide a sample listing of the personnel involved with the Phase 1 and 2 task orders/projects in addition to who will remain involved in the Phase 3 task orders/projects, if awarded to TKE.;

## Effective Methods of Performing Modernization/Installation Work

- ➔ *Potential number of modernization/installation crews for DIA-DEN projects*
  - TKE currently employs an average of 17 modernization crews within the State of Colorado;
  - TKE currently employs and average of 15 new equipment installation crews within the State of Colorado;
  - Depending on the requirements of the DIA-DEN client project team, the relevant task order(s) scope of work and project timing for the Phase 3 task orders, TKE DIA-DEN project team looks to provide a potential 14 total modernization/installation crews which is a significant benefit to airport in terms of less cost and quicker project/task order execution (and thus, current Code-compliant and more reliable conveyance equipment). Additional details on schedule, sequence, number of units, timing, scope of work, etc. will be discussed prior to task order award in order to determine the best approach for the DIA-DEN client project team. Please see the attached sample suggested schedule noted as **Appendix A** to illustrate TKE's commitment to providing a large number of crews for the successful



execution of the Phase 3 task orders. ***It must be noted that TKE is essentially the only conveyance company that provide such vast, local resources to the DIA-DEN Airport in the State of Colorado.***

- *Potential methods to accelerate the conveyance modernization program*
  - Modernize/replace additional conveyance units concurrently – please see Appendix A suggested schedule showing 14 crews assigned to Phase 3;
  - Increase conveyance installation crew assignment – please see Appendix A suggested schedule showing 14 crews assigned to Phase 3;
  - Order all materials upfront, store at the previously noted WorldPort Warehouse and then utilize the assigned field modernization/installation labor resources with no delays in between task orders;

### Equipment Design/Engineering Process

- *Product application/specification*
  - Provide comprehensive product information and drawing submittals (layouts, cabs, signal fixtures, etc.) meeting the requirements of the Phase 3 ICP document conveyance specifications for review and approval by the DIA-DEN AIM team.
  - Provide upgraded equipment for longer life span, quieter/smooth operation, increased safety, current code compliance and reliability (as noted in the updated/upgraded conveyance specifications including with the Phase 3 ICP document package);
  - Determine most comprehensive and cost-effective scope of work for each conveyance unit (as noted in the updated/upgraded conveyance specifications including with the Phase 3 ICP document package);
  - Specify/provide additional convenience and safety features where applicable (i.e., escalator lighting, sleep mode, oil coolers, etc.);
  - Provide conversion of hydraulic elevators to traction elevators where feasible (potential for future projects beyond Phase 3 due to units in Phase 3 being traction elevators);
  - Use of consistent equipment for ease of servicing and replacement part commonality;
  - Provide recommended spare parts list and pricing for stock of parts – add stock to the previously created escalator, moving walk and elevator spare parts lists under Phase 2 by TKE;
  - Provide energy-efficient equipment (regenerative green AC-3VF controls, sleep mode, LED lighting, auto-shut off fan/lighting options, etc.);

## KEY PERSONNEL & ABILITY TO RESPOND NARRATIVE

### Key Personnel – DIA-DEN Projects – TKE

Enclosed within this TKE ICP response package following the “Additional Information” section as requested are several resumes of **various TKE individuals assigned** to the current DIA-DEN Conveyance Modernization Phase 1 and 2 projects and potentially, for Phase 3, if awarded to TKE. The noted individuals are also listed below and are among a larger team of local, regional and national members who assist in the overall processing and execution of the DIA-DEN projects as noted in **BLUE** for the TKE DIA-DEN service team and **ORANGE** for available TKE DIA-DEN project oversight team.

- **Jeffrey Massey** – DIA-DEN Project Manager (PM) /Sr. Sales Executive (**Primary Contact**)
- **Anthony “Tony” Makela** – DIA-DEN Project/Operations Manager (**Primary Contact**)
- **Additional Team Member** – Dedicated DIA-DEN additional PM or coordinator - TBD
- **Jessii Kasprzak** – TKE Mod/NI Coordinator – DIA-DEN Project Assistance
- **Desiree Snyder** – TKE Mod/NI Coordinator – DIA-DEN Project Assistance
- **Jeff O’Neal** – DIA-DEN Project Quality Control Manager/service team liaison





- **Jymm Klein** – *DIA-DEN Project Quality Control Manager/service team liaison*
- **Robert Brandley** – *DIA-DEN Project Safety Director – Project Oversight*
- **G. Scott Buttler** – *TKE Modernization Operations Manager – Project Oversight*
- **Greg Nygren** – *TKE Colorado Area Manager – Project Oversight*
- **Marc Erlanger** – *TKE Project Manager – Available PM assistance*

The included resumes provide additional information on each TKE team member assisting for the future DIA-DEN Conveyance Phase 3 projects, if awarded to TKE. In addition, please find enclosed within this section an organizational chart for review/reference. Two (2) key field personnel will continue to be part of **ALL** DIA-DEN projects due to their vast experience in field installation, troubleshooting and adjusting elevator, escalator and power walk equipment. They are:

- **Henry Silva** - *Lead elevator modernization mechanic*
- **Dwaine Appel** - *Lead escalator modernization/ replacement mechanic*

Additional field installation team members (i.e., mechanics and helpers) will be provided for each DIA-DEN task order based on the needs and requirements of the DIA-DEN client team and the scope of work. As an example of this, a dedicated TKE DIA-DEN elevator mechanic adjuster, **Frank (Efrain) Saucedo** who is currently working through Phase 2 task orders will remain involved in the ongoing elevator modernizations transitioning from Phase 2 to Phase 3 if TKE is awarded this project. It is TKE's intention to keep consistent in both the level of work being performed at DIA-DEN and the installation crews assigned the various DIA-DEN projects. In other words, the TKE DIA-DEN team is focused on keeping the various (and multiple) installation crews moving from one (1) unit to the next and from one (1) task order to the next. This process allows DIA-DEN to complete the most units possible in a consecutive and consistent manner without having to have modernization/installation crews pull off and re-mobilize between projects which is inefficient *and more costly to DIA-DEN*. Not only does this process keep installation crews assigned/dedicated to DIA-DEN projects for a longer and consecutive amount of time, *but it also allows for a more cost-effective per unit pricing*. This built-in work efficiency also applies to the subcontractor scope of work noted below. The bottom line is that the TKE DIA-DEN project team will collaborate with the DIA-DEN client project team to determine the best number of crews for the various task orders – **please see Appendix A suggested schedule showing 14 crews assigned to Phase 3;**

The TKE DIA-DEN project team will manage all conveyance -related equipment removal and installation/modernization work (i.e., elevators, escalators, power walks) including equipment product application, engineering, design, manufacturing, vendor/supplier coordination, scheduling, installation, subcontractor coordination and inspection. As part of the subcontractor coordination process, the TKE DIA-DEN team will work with the Reliant Construction team (see below) to complete the work by others/related work necessary for authority having jurisdiction (AHJ – Denver Fire Department, DFD) inspection. This work completion and inspection process is required for subsequent turn-over of the replaced/modernized equipment to DIA-DEN following final completion of each piece of equipment.

Additional support personnel are noted on the various TKE organization charts located in section 7 of this ICP response package.

### **Key Personnel – DIA-DEN Projects – Gilmore Construction (WBE/MBE subcontractor)**

In addition to the above noted key personnel assigned from the TKE team, several additional team members are a crucial part of the overall TKE DIA-DEN project team and currently work with TKE on DIA-DEN projects (among other internal and subcontractor team members - additional. They include representatives from Gilmore Construction, TKE's WBE/MBE subcontractor, who manages all related work/work by others (*i.e., fire-life-safety, electrical, barricades, cutting/patching, etc.*) and Intermountain Electric (IME) for the various DIA-DEN conveyance task orders:



- **Harry Pankow** – Gilmore Construction Sr. Project Manager / Oversight (1<sup>st</sup> tier subcontractor)
- **Rich Gold** – Gilmore Construction Project Superintendent (1<sup>st</sup> tier subcontractor)
- **Connor Vonesh** – Intermountain Electric (IME) Project Manager (2<sup>nd</sup> tier subcontractor)

As with the TKE DIA-DEN project team identified above, copies of the various noted Gilmore Construction and IME team members' resumes are included as requested following the "Additional Information" section. Gilmore Construction's contact information is:

#### **Gilmore Construction**

4949 Ironton Street  
 Denver, CO 80239  
 303.371.5700 (office)  
[www.gilmorecc.com](http://www.gilmorecc.com)

*Please note that both Gilmore Construction and IME have offices and personnel at DIA-DEN on a regular basis which will assist TKE and DIA-DEN in better responsiveness and project execution.*

#### **Ability to Respond – DIA-DEN Projects**

As noted within the various sections of this TKE ICP response package, the level of experience, knowledge and wisdom gained from working with at the DIA-DEN facility over the last several years has provided TKE with an unparalleled and exclusive ability to respond to the needs and requests of the DIA-DEN client project team quickly and in the most effective manner possible. As such, the TKE DIA-DEN project team intimately and precisely understands the unique aspects and requirements of the conveyance equipment and DIA-DEN. With the continual record-breaking passenger traffic experienced by DIA-DEN and the age and application of the originally-installed conveyance equipment, the TKE DIA-DEN project team approaches the equipment specifications with an eye to provide the most robust, reliable, Code-compliant, safe, smoothly-operating, quiet and cost-effective conveyance products possible. In addition, requesting and obtaining direct feedback during the task order pricing process from the DIA-DEN client project team as to needs, expectations, timing, limitations and concerns allows the TKE DIA-DEN project team to best tailor our product application, pricing and overall approach for each task order. Such a partnership is critical to providing the highest quality and most cost-effective conveyance replacement/modernization process. Moreover, with a set of projects/task orders of this magnitude, a regular and continual system of meetings and communication methods is critical for the transparency and free flow of information between the TKE DIA-DEN project team AND the DIA-DEN client project team. In addition to the communication methods for the current DIA-DEN Phase 1 and 2 conveyance modernization projects, additional communication avenues are possible for TKE and DIA-DEN representatives in order to set up a mutually agreeable communication system which would allow TKE to respond quickly to any and all issues or requests. Anticipated/existing communication items include:

- Weekly conference calls and/or site meetings with TKE and DIA-DEN AIM (currently occurring);
- Weekly daily reports (currently occurring);
- Monthly safety reports;
- Request for Information (RFI) forms (as applicable/needed);
- Three (3) week look-ahead schedules (currently occurring);
- Regular DIA-DEN stakeholder – TKE management/project team meetings;
- Regular DIA-DEN stakeholder progress meetings (currently occurring)

The TKE DIA-DEN project team is open to additional avenues in which to provide the DIA-DEN client project team with the necessary information and tools to best represent their team, the traveling public, vendors and other airport stakeholders. Moreover, as part of this project process, the TKE DIA-DEN project team will continue using the small onsite A Concourse office space for the modernization project team to conduct necessary airport business without



having to leave the DIA-DEN facilities. This will continue to allow TKE to expedite many project management tasks and provide more timely communication.

## **COMPANY EXPERIENCE & QUALIFICATIONS NARRATIVE**

### **TKE Key Qualifications**

As the one (1) of the largest elevator and escalator companies in the world, and with multiple equipment factories and support offices in the U.S., Germany, Spain, China and worldwide; TKE has the existing infrastructure, dedicated personnel, expertise, design and engineering capability to provide DIA-DEN with the required level of conveyance project management and follow-through to ensure successful modernization and replacement projects. Below is a list of some key highlights about TKE's local, regional and national teams:

- TKE currently maintains over 850 units at various airports across the country including DIA-DEN, George Bush Intercontinental Airport, Miami International Airport, Oakland International Airport, San Francisco International Airport and the United Terminal at Chicago O'Hare Airport.
- On average, TKE installs 400+ new and modernized conveyance units each year in the state of Colorado. In addition, TKE Elevator services and inspects over 8,000 conveyance units within Colorado through our six (6) offices in Centennial/Denver, Denver Downtown, DIA-DEN, Colorado Springs, Fort Collins and Eagle. We work daily with Denver Fire Department (DFD) representatives, multiple third-party inspectors and other authorities having jurisdiction (AHJ) to schedule and execute timely inspections and turnover the conveyance units that we install, modernize and service/repair.
- TKE's National Elevator group has been a part of escalator /moving walk replacement and modernization projects at 10 international airports through the United States and Canada.
- Approximately 50-60% (fluctuates based on projects under contract) of the International Union of Elevator Constructors (IUEC) Local 25 field force is employed by TKE across the State of Colorado. Having the preponderance of field technicians and installers within the State Colorado allows TKE to put the right technicians in the right roles – whether it is service, repair, new installation or modernization **AND provide additional dedicated modernization/installations for DIA-DEN projects!**
- TKE has committed to the conveyance modernization line of business through investing in our personnel. TKE currently has the largest modernization department in the Colorado market, consisting of two (2) modernization sales representatives, one (1) sales manager, two (2) modernization superintendents, one (1) modernization operations manager, two (2) modernization coordinators, one (1) regional director of modernization sales, one (1) regional modernization operations manager and four (4) dedicated regional project managers. This dedicated team far surpasses the nearest competitor in terms of number of available modernization resources, depth of experience, breadth of knowledge and geographical coverage. Additional resources may be added to the dedicated DIA-DEN should the Phase 3 project be awarded to TKE.
- TKE's **exclusive** International Technical Support (ITS) group staffs a fully-operational technical support team located in Atlanta, GA and who are available 24/7 – 365 to assist the onsite elevator installation, modernization and service and repair team. The ITS team is unique to TKE and provides full support of the field technicians through over the telephone diagnosis, use of simulator elevator equipment, ongoing classroom and onsite training, use of a vast technical document library, an extensive stock of replacement controller boards and timely board repairs and exchanges. In addition, ITS technical representatives are



available to visit jobsites to assist in issue resolution/troubleshoot for the rare but unique occurrences. The ITS team allows TKE to provide the most comprehensive and responsive conveyance service and repair in the industry.

## Sample Key Local and National Projects

### **1. Denver International Airport (DIA-DEN) Concourse C, Denver, CO**

- *Scope of work:* removal of four (4) existing escalators and the installation of eight (8) new escalators
- *Owner name and address:* Denver International Airport
- *Contact Person:* Mr. Jerry Uliano (303.342.4460)
- *Labor, Material, and Equipment Mark-up:* Up to 15%
- *Proposed vs. Actual Schedule:* ~6-month installation, ~10 months from date of award. Completed on or before the required contract date.
- *Initial Contract Amount vs. Actual Amount:* \$2M initial contract value. Change order of \$875k was added for installation of four (4) KONE escalators at the request of DIA-DEN.
- *Coordination between contractors:* TKE was a subcontractor to a general contractor (GC) on this project. Coordination with other trades and the GC occurred daily and was facilitated by the TKE assigned field foreman and the operations manager who attended regular progress meetings.
- *Outcome / Result:* TKE was able to complete the installation of eight (8) new escalator units prior to the agreed upon completion date, even when accounting for an initial 30-day run-in period. Following completion of the eight (8) units, the TKE team proceeded to install the four (4) KONE escalator units at the request of DIA-DEN. Following the turnover of the final four (4) installed escalators, some initial adjusting issues surfaced on the units including the need to replace some manufacturer-supplied components however, the TKE Elevator team was able to successfully address the issues in a timely manner and all units continue to run efficiently.

### **2. On-Call Conveyance Modernization – Denver International Airport (DIA-DEN) – Phase 1**

- *Scope of work:*
  - *Task Order 1* – modernization of five (5) elevators (A, B, C)
  - *Task Order 2* – removal and replacement of four (4) moving walks, modernization of 2 elevators (A, B)
  - *Task Order 3* – modernization of two (2) escalators (A Concourse)
  - *Task Order 4* – modernization of three (3) passenger/service elevators (AOB)
  - *Task Order 5* – modernization of two (2) service elevators (B, C)
- *Owner name and address:* Denver International Airport (DIA-DEN)
- *Contact Person:* Initial contacts: Jerry Uliano/Dylan Engberg; Current contact: Brittney Warga 303.342.2652 (for remaining Task Order (TO) 5 elevator)
- *Labor, Material, and Equipment Mark-up:* Up to 15%
- *Proposed vs Actual Schedule:* The last remaining project is ongoing (TO5) as TO5 was delayed for 1+ year due to Concourse Expansion Projects taking priority. All other TOs were installed on-time and on budget based on TKE's proactive efforts.
- *Initial Contract Amount:* \$10 million in five (5) separate task orders
- *Coordination between contractors:* TKE is the prime/general contractor (GC) for this project and has hired Reliant Construction (WBE/MBE) to perform the subcontract related work. The goal is 8% MBE/WBE on this project and Reliant is consistently at or above that percentage (usually is at 10-18%). TKE's project manager previously had update meetings with Reliant during the majority of the TO installation time frames and our onsite Foreman oversaw the work the subcontractor performs.
- *Outcome / Result:* As noted previously, the last remaining project is ongoing (TO5) as TO5 was delayed for 1+ year due to Concourse Expansion Projects taking priority. All other TOs were installed on-time and on budget based on TKE's proactive efforts. TKE continues to complete the final TO5 project elevator (CE-07) in a timely manner and



communications effectively with the new DIA-DEN AIM project manager, Brittney Warga on the progress of the final project elevator.

### **3. On-Call Conveyance Modernization – Denver International Airport (DIA-DEN) – Phase 2**

- *Scope of work:*
  - ➔ *Task Order 6* – modernization of four (4) elevators/8 escalators (AGTS)
  - ➔ *Task Order 7* – modernization of one (1) true freight elevator (CUP)
  - ➔ *Task Order 8* – modernization of three (3) elevators (FIS)
  - ➔ *Task Order 9* – modernization of 16 escalators (B)
  - ➔ *Task Order 10* – modernization of six (6) passenger/service elevators (C)
  - ➔ *Task Order 11* – modernization of seven (7) passenger/service elevators (A)
  - ➔ *Task Order 12* – Installation of elevator monitoring system (various area)
- *Owner name and address:* Denver International Airport (DIA-DEN)
- *Contact Person:* Initial contact: Dylan Engberg; Current contact: Brittney Warga 303.342.2652 (for remaining Task Orders (TO) – TOs 9-12)
- *Labor, Material, and Equipment Mark-up:* Up to 15%
- *Proposed vs Actual Schedule:* The project schedules were submitted by TKE and accepted by DIA-DEN. Due to some logistical, site conditions, conflicting projects and stakeholder adjustment requests, several of the projects had to have schedule adjustments however, TKE collaborated with DIA-DEN to provide agreeable adjustments to the relevant task orders. No major delays occurred due to TKE.
- *Initial Contract Amount:* \$35-\$40 million in seven (7) separate task orders (\$40M approved)
- *Coordination between contractors:* TKE is the prime/general contractor (GC) for this project and has hired Gilmore Construction (WBE/MBE) to perform the subcontract related work. The goal is 8% MBE/WBE on this project and Gilmore is consistently at or above that percentage (usually is at 13-22%). TKE's project management team currently conducts weekly update/progress meetings with Gilmore to ensure effective communication and coordination between TKE and Gilmore for the ultimate benefit of the DIA-DEN conveyance modernization projects.
- *Outcome / Result:* The modernization process has been successfully completed for TO6-8 and is ongoing for TO9-12. TKE continues to complete the modernizations for the remaining conveyances in a timely manner (TO10 and TO9 are on an expedited/significantly improved schedule track) and continues to communicate effectively with the new DIA-DEN AIM project manager, Brittney Warga on the progress of the final TOs.

### **4. San Francisco International Airport, Terminal 1 and 2 – San Francisco, CA**

- *Scope of work:* modernization of eight (8) existing escalators, reusing existing escalator trusses
- *Owner name and Address:* San Francisco International Airport
- P.O. Box 8097, San Francisco, CA 94128
- *Contact:* Timothy Hatfield
- *Labor, Material, and Equipment Mark-up:* Up to 15%
- *Proposed vs Actual Schedule:* 14-month installation (completed in two phases) / completed prior to scheduled completion date
- *Initial Contract Amount:* ~\$2.5 million
- *Coordination between contractors:* TKE was a subcontractor to a general contractor (GC) on this project. Coordination with other trades and the GC occurred daily and was facilitated by the TKE assigned field foreman and the operations manager who attended regular progress meetings.
- *Outcome / Result:* These units were the first ESPower modernizations (full modernization, truss retention) for the San Francisco office/California Region. The first few escalator units required more time than the original schedule indicated as the crews became accustomed to the installation process. However, the final four (4) escalator units were completed significantly ahead of schedule and the total project was completed prior to the scheduled completion date.



### 5. Empower Investments (formerly known as Great West Life)

- *Scope of work:* modernize five (5) gearless passenger elevators and one (1) gearless service elevator
- *Owner and Address:* Empower Investments – 8515 E Orchard Road, 1T2, Greenwood Village, CO 80111
- *Contact:* Jason Cormier 303-737-0402
- *Labor, Material, and Equipment Mark-up:* 15%
- *Proposed vs. Actual Schedule:* The initial installation schedule was an eight (8) month duration. The project was delayed by six (6) weeks due to delays in cab material design choice by the purchaser.
- *Initial Contract Amount:* Original contract value of \$955,000 + \$300,900 in purchaser-requested change orders to add new cab interiors and subcontract work to the scope of work.
- *Coordination between contractors:* TKE was the prime/general contractor on this project and hired a subcontractor (Construction Brokers Inc. (CBI) as the related work/work by others subcontractor. TKE representatives held weekly meetings with CBI to discuss/confirm upcoming work requirements, Job Hazard Analysis (JHAs) and pending inspection time frames. The TKE Elevator onsite foreman effectively communicated daily with the subcontractors in the building.
- *Outcome / Result:* Following a few delays caused by decisions on cab interior designs and subsequent cab interior material delays beyond the control of TKE, the overall project was a success. The purchaser is planning to modernize the 2nd of three (3) towers at their facility with TKE in the near future.

## ADDITIONAL TKE CONSIDERATIONS

### **TKE Advantages for DIA-DEN**

- ➔ TKE is an integral part of the DIA-DEN team as the existing conveyance service and repair provider at the airport – and TKE’s modernization team works closely and seamlessly with the service team;
- ➔ As the current conveyance service and On-Call modernization/replacement provider, the level of experience, familiarity of the airport layout, office and car/transportation infrastructure presence and of course, the knowledge and wisdom gained from working with at the DIA-DEN facility over the last several years has provided TKE with an unparalleled and exclusive ability to respond to the needs and requests of the DIA-DEN project team quickly and in the most effective manner possible;
- ➔ With a full team onsite at DIA-DEN, TKE team members are already part of the DIA-DEN operation team and security apparatus and approved for modernization, installation, service and repair work at the airport. This includes field installation teams, service/repair technicians, project management, operations supervision and office personnel;
- ➔ As the existing conveyance service and repair provider for DIA-DEN, TKE has the necessary escalator and elevator equipment onsite, including rigging, tools, carts and other specialized equipment for quick access and lower overall equipment modernization/replacement costs;
- ➔ TKE’s 1st in the industry remote monitoring and predictive maintenance tool - **MAX®** – designed in conjunction with Microsoft provides our modernization and new installation clients with a proactive and real-time system to monitor the status of their conveyance units. It further provides the TKE service team with an incredible maintenance and equipment condition reporting tool which often predicts maintenance issues before they occur so that the TKE service team can service and repair issues proactively. The system intuitively provides responding service/repair technicians with a list of three (3) possible causes for a service call – which is accurate over 97% of the time. All of this information is stored in Microsoft’s Azure cloud for future predictive maintenance use which ultimately benefits DIA-DEN with more preventive maintenance,



faster repairs and increased equipment up-time. The MAX® system is installed on all new/modernized/replaced elevator equipment at no cost to DIA-DEN and a web-based customer/user-interface is available. As TKE installs/modernizes additional elevators, escalators and moving walks, the MAX® system becomes increasingly useful to the overall operation and responsiveness of TKE.

- The TKE team, is intimately familiar with the process and requirements of the Denver Fire Department (DFD) AHJ for conveyance inspections, fire-life-safety, code-compliance, upgrades, etc. This assists DIA-DEN in obtaining timely installation/modernization permits for the various conveyance upgrade/replacement projects.
- TKE is well-versed in and currently interfaces with the various systems utilized by DIA-DEN including the Project Management Information System (PMIS), Unifier and Oracle Primavera P6;
- TKE has a dedicated, local, cohesive and experienced project management team for the various DIA-DEN modernization/replacement projects which also utilizes the Denver-based regional management team for direct project support, problem solving and guidance. All dedicated TKE DIA-DEN team members are onsite on a daily basis while the extended support staff is often visiting weekly or within 30 minutes of the DIA-DEN airport.
- The local/dedicated TKE DIA-DEN team has full support of the national modernization and new installation teams for all DIA-DEN projects. The TKE executive management monitors the various aspects of the existing DIA-DEN relationship and proactively collaborates with the local teams to ensure proper responsiveness to DIA-DEN needs including equipment up time and enhanced/priority material shipment time frames. **DIA-DEN IS TKE'S PRIORITY CUSTOMER!**
- The current TKE DIA-DEN modernization operations manager/project manager, Tony Makela, worked for multiple years in the field as a mechanic/adjuster/foreman. His extensive experience running and installing modernization projects from a field perspective is an important asset to the entire project management team when reviewing work on site, addressing various issues and ensuring projects are completed on time and on budget.
- TKE is an industry leader in converting hydraulic elevators into traction/MRL elevators – a DIA-DEN preferred strategy for hydraulic elevator modernizations/renewals (where applicable for projects with existing hydraulic elevators);

Section 1 - Proposal Narrative - APPENDIX A  
Proposed Project Schedule

Passenger Conveyance Modernization - Phase 3 Schedule

TASK	TO Approval	Survey & Submittals	Manufacturing	Construction	Total Duration	TASK START	Construction Start	END	2024												2025												2026											
									J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
<b>TASK ORDER #XX - 4 Escalator Units @ A Concourse</b>																																												
Escalator AES09	30	56	140	98	324	10/2/23	5/15/24	8/21/24																																				
Escalator AES11	30	56	140	98	324	10/2/23	8/22/24	11/28/24																																				
Escalator AES10	30	56	140	98	324	10/2/23	5/15/24	8/21/24																																				
Escalator AES12	30	56	140	98	324	10/2/23	8/22/24	11/28/24																																				
<b>Task Order #XX - 4 Moving Walk Units @ A Concourse</b>																																												
Moving Walk AE05	30	56	140	140	310	10/2/23	11/29/24	4/18/25																																				
Moving Walk AE07	30	56	140	140	310	10/2/23	11/29/24	4/18/25																																				
Moving Walk AE06	30	56	140	140	310	10/2/23	4/19/25	9/6/25																																				
Moving Walk AE08	30	56	140	140	310	10/2/23	4/19/25	9/6/25																																				
<b>Task Order #XX - 14 Elevator Units @ B Concourse</b>																																												
Elevator BE01	30	56	196	119	345	10/2/23	7/10/24	11/6/24																																				
Elevator BE02	30	56	196	119	345	10/2/23	11/7/24	3/6/25																																				
Elevator BE03	30	56	196	60	286	10/2/23	3/7/25	5/6/25																																				
Elevator BE04	30	56	196	119	345	10/2/23	7/10/24	11/6/24																																				
Elevator BE05	30	56	196	119	345	10/2/23	11/7/24	3/6/25																																				
Elevator BE06	30	56	196	119	345	10/2/23	3/7/25	7/4/25																																				
Elevator BE07	30	56	196	119	345	10/2/23	7/10/24	11/6/24																																				
Elevator BE08	30	56	196	119	345	10/2/23	11/7/24	3/6/25																																				
Elevator BE09	30	56	196	119	345	10/2/23	3/7/25	7/4/25																																				
Elevator BE10	30	56	196	119	345	10/2/23	7/5/25	11/1/25																																				
Elevator BE13	30	56	196	119	345	10/2/23	7/5/25	11/1/25																																				
Elevator BE14	30	56	196	60	286	10/2/23	11/2/25	1/1/26																																				
Elevator BE15	30	56	196	60	286	10/2/23	1/2/26	3/3/26																																				
Elevator BE16	30	56	196	119	345	10/2/23	3/4/26	7/1/26																																				
<b>Task Order #XX - 10 Moving Walk Units @B Concourse</b>																																												
Moving Walk BW04	30	56	140	140	310	10/2/23	5/15/24	10/2/24																																				
Moving Walk BW06	30	56	140	140	310	10/2/23	5/15/24	10/2/24																																				
Moving Walk BW08	30	56	140	140	310	10/2/23	10/3/24	2/20/25																																				
Moving Walk BW10	30	56	140	140	310	10/2/23	10/3/24	2/20/25																																				
Moving Walk BW12	30	56	140	140	310	10/2/23	2/21/25	7/11/25																																				
Moving Walk BW14	30	56	140	140	310	10/2/23	2/21/25	7/11/25																																				
Moving Walk BW16	30	56	140	140	310	10/2/23	7/12/25	11/29/25																																				
Moving Walk BW18	30	56	140	140	310	10/2/23	7/12/25	11/29/25																																				
Moving Walk BW20	30	56	140	140	310	10/2/23	11/30/25	4/19/26																																				
Moving Walk BW22	30	56	140	140	310	10/2/23	11/30/25	4/19/26																																				
<b>Task Order #XX - 34 Elevator Units @ Main (Jeppesen) Terminal</b>																																												
Elevator TE30	30	56	196	119	345	10/2/23	7/10/24	11/6/24																																				
Elevator TE31	30	56	196	119	345	10/2/23	11/7/24	3/6/25																																				
Elevator TE32	30	56	196	119	345	10/2/23	3/7/25	7/4/25																																				
Elevator TE34	30	56	196	119	345	10/2/23	7/10/24	11/6/24																																				
Elevator TE35	30	56	196	119	345	10/2/23	11/7/24	3/6/25																																				
Elevator TE36	30	56	196	119	345	10/2/23	3/7/25	7/4/25																																				
Elevator TE37	30	56	196	119	345	10/2/23	7/5/25	11/1/25																																				
Elevator TE38	30	56	196	119	345	10/2/23	11/2/25	3/1/26																																				
Elevator TE39	30	56	196	119	345	10/2/23	3/2/26	6/29/26																																				
Elevator TE50	30	56	196	119	345	10/2/23	7/10/24	11/6/24																																				
Elevator TE51	30	56	196	119	345	10/2/23	11/7/24	3/6/25																																				
Elevator TE52	30	56	196	119	345	10/2/23	3/7/25	7/4/25																																				
Elevator TE53	30	56	196	119	345	10/2/23	7/5/25	11/1/25																																				
Elevator TE54	30	56	196	119	345	10/2/23	11/2/25	3/1/26																																				
Elevator TE55	30	56	196	119	345	10/2/23	3/2/26	6/29/26																																				
Elevator TE57	30	56	196	119	345	10/2/23	7/5/25	11/1/25																																				
Elevator TE58	30	56	196	119	345	10/2/23	11/2/25	3/1/26																																				
Elevator TE59	30	56	196	119	345	10/2/23	3/2/26	6/29/26																																				
Elevator TE70	30	56	196	119	345	10/2/23	7/10/24	11/6/24																																				
Elevator TE71	30	56	196	119	345	10/2/23	11/7/24	3/6/25																																				
Elevator TE72	30	56	196	119	345	10/2/23	3/7/25	7/4/25																																				
Elevator TE74	30	56	196	119	345	10/2/23	7/10/24	11/6/24																																				
Elevator TE75	30	56	196	119	345	10/2/23	11/7/24	3/6/25																																				
Elevator TE76	30	56	196	119	345	10/2/23	3/7/25	7/4/25																																				
Elevator TE77	30	56	196	119	345	10/2/23	7/5/25	11/1/25																																				
Elevator TE78	30	56	196	119	345	10/2/23	11/2/25	3/1/26																																				
Elevator TE90	30	56	196	119	345	10/2/23	7/10/24	11/6/24																																				
Elevator TE91	30	56	196	119	345	10/2/23	11/7/24	3/6/25																																				
Elevator TE92	30	56	196	119	345	10/2/23	3/7/25	7/4/25																																				
Elevator TE93	30	56	196	119	345	10/2/23	7/5/25	11/1/25																																				
Elevator TE94	30	56	196	119	345	10/2/23	11/2/25	3/1/26																																				
Elevator TE96	30	56	196	119	345	10/2/23	7/5/25	11/1/25																																				
Elevator TE97	30	56	196	119	345	10/2/23	11/2/25	3/1/26																																				
Elevator TE98	30	56	196	119	345	10/2/23	3/2/26	6/29/26																																				
<b>Task Order #XX - 4 Elevator Units @ Main (Jeppesen) Terminal</b>																																												
Elevator TE99	30	56	196	140	366	10/2/23	7/26/25	12/13/25																																				
Elevator TE60	30	56	196	140	366	10/2/23	3/7/25	7/25/25																																				
Elevator TE60N (NEW)	30	56	196	119	345	10/2/23	7/10/24	11/6/24																																				
Elevator TE99N (NEW)	30	56	196	119	345	10/2/23	11/7/24	3/6/25																																				
<b>Total Units</b>					<b>70</b>																																							

TKE will commit/assign a total of 14 TKE modernization/installation crews (mechanic/helper teams) to the DIA-DEN Airport and the Phase 3 Conveyance Modernization Project/task orders to complete the work between mid-2014 and mid-2026.

The above sample schedule assumes 6 different task orders however, DIA-DEN may want to contemplate a total of 8 separate task orders if the following task orders were split up for ease of tracking, billing, closeouts, etc.:

1. Main Terminal 34 units - split into: 2 task orders - East (1 TO) / West (1 TO) units
2. Main Terminal freight/new elevators - split into: 2 task orders - TE99/TE99N (1 TO) / TE60/TE60N (1 TO)

TKE will work with DIA-DEN to provide support for any number of task orders to assist the team & best fit the overall project.





# Section 2

## Sample Agreement / Comments



TK Elevator Corporation | 7367 S. Revere Pkwy. Unit 2A | Centennial, CO 80112

Jeffrey Massey

P +1.323.246.6122

[Jeffrey.massey@tkelevator.com](mailto:Jeffrey.massey@tkelevator.com)

6.20.2023

Ms. Diane Folken - Contract Administrator (CA):  
Airport Office Building (AOB)  
Denver International Airport (DEN)  
8500 Pena Boulevard, Room 8810  
Denver, Colorado 80249-6340

### **Informal Competitive Procurement ICP #202366615 – DIA-DEN Conveyance Modernization Phase 3**

Dear Ms. Folken,

As part of the ICP response process for ICP # 202366615 for the DIA-DEN Conveyance Modernization Phase 3 project, TK Elevator (TKE) is providing a list of requested/potential modifications and changes to the “Sample Agreement” as included within the ICP RFP document under the following section:

#### **XI. ATTACHMENT 5, SAMPLE AGREEMENT**

We wish to note that TKE has successfully entered into Conveyance Modernization agreements with DIA-DEN Airport on Phases I (201734681) and II (201952239). Therefore, TKE and DIA-DEN have been able to come to a productive agreement to perform the specified work. For efficiency and expediency purposes, the TKE ICP response assumes that any contract awarded to TKE relative to this solicitation will be contain similar terms and conditions as other recent contracts between the City of Denver/DIA-DEN and TKE.

Furthermore, while TKE understands that many of the items listed within the agreement are not able to be changed based on Federal and State requirements, the requested modifications/additions are listed below.

- **Sections 7/9, SC-9** – Amend so that in no event shall either party be liable for consequential damages.
- **Section 3, SC-26** – Add language indicating the following:
  - All taxes, tariffs, duties, shipping costs, permit and/or license fees imposed upon TK Elevator as of the date of the specific task order proposal delivery are included in the price of the proposal (for the noted time frame of 30-60 days). After the acceptance of the proposal and issuance of the Notice To Proceed/Task Order, purchaser will be responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials



and/or components and/or (3) charges from TK Elevator's shippers and/or freight forwarders.

- Amend contract documents(s) to reflect that change orders for all Phase 3 task orders will allow for management costs for TKE and its subcontractors based on necessary survey time, project management time, research, material ordering, site meetings/inspection, additional subcontractor onsite oversight and other DIA-DEN requirements as required.

→ **Section 3, SC-37** – Add language indicating the following:

- Amend contract document(s) so that purchaser shall furnish TKE with 25% of each task order value for project management, permits, engineering and shop drawings, submittals, and raw material procurement. Material will be ordered once this payment is received. Required shop drawings/submittals will also be provided with this payment.

→ **Section 9, SC-7, SC-9** - Amend so that all schedules and completion dates shall be agreed to in writing by BOTH parties before becoming effective. Amend so that Subcontractor shall not be responsible for delays caused by others/beyond TKE's reasonable control and shall automatically receive an extension of time commensurate with any delay not caused by TKE (or its subcontractors). Amend so that if schedule modifications, not caused by TKE, shall result in requested overtime work, Purchaser agrees to pay for such additional costs via the change order process.

→ **Sections 7, 10, SC18, Exhibit C** – Amend contract document(s) so TKE's obligations to indemnify, defend and hold harmless shall be limited to property damage and bodily injury claims only, and then, only to the extent of Subcontractor's own acts, omissions, or negligence.

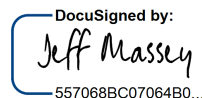
→ **Sections 7, 10, SC18, Exhibit C** – Amend contract document(s) so it is agreed that TKE shall not be responsible for providing any insurance not applicable to the work, including but not limited to PROFESSIONAL LIABILITY and POLLUTION INSURANCE coverage.

→ **Exhibit I, Column G** – Due to the unknown timing of the various task orders within the Phase 3 project, the separately provided rates shown in column G of Exhibit I, reflect 2023 rates. The actual labor rate costs will need to be adjusted based on finalized/estimated installation schedule for the various task orders within the Phase 3 project as labor costs adjust annually.

We thank you for your consideration of the above noted potential modifications, additions and/or clarifications to the DIA-DEN Conveyance Modernization, Phase 3 project (ICP #202366615) agreement. Please let us know if you have any questions, wish to meet to discuss the above items or require additional information. Thank you.

Kind Regards,

*Jeffrey A. Massey*



Jeffrey A. Massey  
Senior Sales Executive/PM - Modernization  
DIA-DEN/Denver/Colorado



# Section 3

## Proposal Forms

**VII. ATTACHMENT 1, PROPOSAL FORMS**  
**Attachment 1, Part 1 Proposal Acknowledgement Letter**

**City and County of Denver**  
**Denver International Airport**

Proposer: TK Elevator Corporation Date: 6.20.2023

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

In response to the Informal Competitive Procurement (ICP) dated June 2, 2023, for ICP NO. 202366615, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

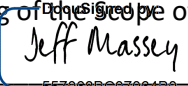
The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:

Addenda Numbers: 1 (RFI responses)

The undersigned certifies that they have examined and are fully familiar with the proposal documents and has satisfied themselves with respect to any questions regarding the ICP which could in any way affect the undersigned's understanding of the Scope of Work or any estimate of the cost thereof.

Signature:   
557068BC07004B0...

Type or print name: Jeffrey A. Massey\*

Proposer's Business Address: 7367 S. Revere Pkwy., Unit 2A, Centennial, CO 80112

E-mail address: jeffrey.massey@tkelevator.com

\*All forms for this ICP are signed by an authorized TKE representative via the enclosed TKE Execution Authorization document.

**Attachment 1, Part 2 Proposal Data Form**

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

Proposer Name: TK Elevator Corporation

Proposer Address: 7367 S. Revere Pkwy., Unit 2A, Centennial, CO 80112

Phone: 720.274.3474 / 323.246.6122 Fax 866.223.1667

Email: jeffrey.massey@tkelevator.com

Federal Identification Number: 62-1211267

Principal in Charge (Name & Title): Jeremy Rainwater, Chief Executive Officer

1. Jeffrey Massey, Senior Sales Executive/PM - Modernization

Project Manager for this ICP (Name & Title): 2. Tony (Anthony) Makela, Operations/Project Manager

1. Hayes Baker, EEO Officer/Chief Human Resource Officer, TKE BU NA

Equal Employment Opportunity Officer: 2. Sarah Bogert, HR Director, TKE Southwest Area

Name(s) of Professional and Public Liability Insurance Carrier(s):

HDI Global Insurance Company

ACE American Insurance Company

Indemnity Insurance Company of NA

All via AON Risk Services Central Inc.

**Parent Company Information  
(If Applicable)**

Name of Company: TK Elevator Corporation

Address: 788 Circle 75 Parkway SE, Suite 500, Atlanta, GA 30339

Phone: 844.427.5461 Fax: 866.223.1667

Contact Person: Sasha Bailey

**Submittal is for (check one):**

- Sole Proprietorship
- Partnership
- Corporation

**If this is a corporation, then you are the (check one):**

- Subsidiary
- Parent Company

State of Incorporation: Delaware

**Is this a joint venture?**

- YES
- NO

*If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.*

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

State of Colorado - Conveyance Contractor - CC-1-5 - currently valid - ENCLOSED (multi-year)

City/County of Denver (DFD) - Conveyance Contractor - DCC 108 - currently valid - ENCLOSED

State of Colorado - Certificate of Fact of Good Standing - ID no. 20228196185

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State of Colorado License - valid 2022-2023



**DEPARTMENT OF LABOR AND  
EMPLOYMENT**  
**Division of Oil and Public Safety**  
**Conveyance Section**  
633 17th Street, Suite 500  
Denver, Colorado 80202-3610  
(303) 318-8525; Fax (303) 318-8534  
Website: [ops.colorado.gov](http://ops.colorado.gov)  
Email: [cdle\\_conveyance@state.co.us](mailto:cdle_conveyance@state.co.us)

Issue Date: 07/01/2022  
Expiration Date: 06/30/2023  
Date Generated: 07/01/2022  
License #:CC-1-5

Issue Date: 07/01/2022

**Conveyance Contractor**

**TK Elevator Corporation**  
**7367 S REVERE PKWY UNIT 2A**  
**CENTENNIAL CO 80112**



**DEPARTMENT OF LABOR  
AND EMPLOYMENT**  
**Division of Oil and Public Safety**  
**Conveyance Section**  
(303) 318-8525; Fax (303) 318-8534

**This is to certify that**

**TK Elevator Corporation**  
**is qualified as a Conveyance Contractor**  
License #:CC-1-5  
Expiring: 06/30/2023

Subject to the conditions prescribed by the Elevator and Escalator Certification Act or any rule adopted pursuant to this Act, is authorized to perform the activity type listed above in the State of Colorado under this license certificate.



State of Colorado License - valid 2023-2024



**DEPARTMENT OF LABOR AND  
EMPLOYMENT**  
**Division of Oil and Public Safety  
Conveyance Section**  
633 17th Street, Suite 500  
Denver, Colorado 80202-3610  
(720) 594-8367; Fax (303) 318-8534  
Website: [ops.colorado.gov](http://ops.colorado.gov)  
Email: [cdle\\_conveyance@state.co.us](mailto:cdle_conveyance@state.co.us)

Issue Date: 07/01/2023  
Expiration Date: 06/30/2024  
Date Generated: 07/01/2023  
License #:CC-1-5

Issue Date: 07/01/2023

**Conveyance Contractor**

**TK Elevator Corporation**  
**7367 S REVERE PKWY UNIT 2A**  
**CENTENNIAL CO 80112**



**DEPARTMENT OF LABOR  
AND EMPLOYMENT**  
**Division of Oil and Public Safety  
Conveyance Section**  
(720) 594-8367; Fax (303) 318-8534

**This is to certify that**

**TK Elevator Corporation**  
**is qualified as a Conveyance Contractor**  
License #:CC-1-5  
Expiring: 06/30/2024

Subject to the conditions prescribed by the Elevator and Escalator Certification Act or any rule adopted pursuant to this Act, is authorized to perform the activity type listed above in the State of Colorado under this license certificate.

**Denver Fire Department**  
Fire Prevention Division



745 West Colfax Avenue  
Denver, CO 80204  
p: 720.913.3474  
f: 720.913.4184  
[www.denvergov.org/fire](http://www.denvergov.org/fire)

## 2023 Conveyance Contractor's License

**Issued to:**  
TK Elevator Corporation  
7367 S Revere Parkway #2-A  
Centennial, CO 80112

**Expires:**  
12/31/2023

**License Number:**  
DCC 108

TK Elevator Corporation of Colorado is hereby licensed to install, alter, replace, maintain, remove, and dismantle the following conveyances within the City and County of Denver; Elevators, Escalators, Moving Walks, Dumbwaiters, Material lifts, Vertical and Inclined Platform Lifts, Stairway Chairlifts. All work activities are to be performed in accordance with the Denver's Fire and Building Codes.

POST IN CONSPICUOUS PLACE

This license is valid for the calendar year which issued only. It is the licensee's responsibility to renew just prior to the expiration date. This license covers only those activities listed.

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

TK Elevators Corp TKE

is a

Corporation

formed or registered on 12/07/2022 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20228196185 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/26/2023 that have been posted, and by documents delivered to this office electronically through 06/27/2023 @ 16:23:18 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/27/2023 @ 16:23:18 in accordance with applicable law. This certificate is assigned Confirmation Number 15104067 .



Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

**References**  
*(Provide three professional references below)*

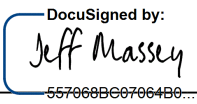
1. Company Name: Wurtec  
 Contact: Matt Paris  
 Project Title: All TKE projects  
 Email: matt.paris@wurtec.com  
 Phone Number: 419.726.1066
  
2. Company Name: Ritz Safety  
 Contact: Chris Kimmel  
 Project Title: All TKE projects  
 Email: ckimmel@ritzsafety.com  
 Phone Number: 954.971.3176
  
3. Company Name: Draka Elevator Products  
 Contact: Lorrie Davis  
 Project Title: All TKE projects  
 Email: lorrie.davis@prysmiangroup.com  
 Phone Number: 251.972.6011

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**CERTIFICATION**

The undersigned certifies that to the best of his/her knowledge, the information presented in this Proposal Data Form is a statement of fact and that the Proposer has the financial capability to perform the work described in the Proposer's documents.

Signature  Title Senior Sales Executive/PM - Modernization  
557068BC07064B0...

Print Name Jeffrey A. Massey\*

Date 6.20.2023

\*All forms for this ICP are signed by an authorized TKE representative via the enclosed TKE Execution Authorization document.

**Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition**

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

If no disclosure required in accordance with III-15, please sign affirmation statement.

The undersign affirms that TK Elevator (Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars (\$50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

Signature  Title Senior Sales Executive/PM - Modernization

Print Name Jeffrey A. Massey (for Scott Silitsky, Assistant General Counsel, Operations and Risk, Legal Department)\*

Date 6.21.2023

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

TK Elevator enters into 1000's of contracts annually and unfortunately, lawsuits do occur and exist; however, TK Elevator has adequate risk management, legal and insurance safeguards in place to protect itself and its customers when required. All civil, judicial or administrative proceedings have been brought in the normal and ordinary course of business. Notwithstanding, TK Elevator represents and warrants that as of the date of this proposal, there are no suits, actions, proceedings, or investigations pending or threatened against or involving TK Elevator before any court, arbitrator, or governmental authority, domestically or internationally, which could reasonably result in any material adverse change in the contemplated business, condition, worth, or operations of TK Elevator or adversely affect the ability TK Elevator to perform its obligations, duties, and responsibilities under this RFP.

\*All forms for this ICP are signed by an authorized TKE representative via the enclosed TKE Execution Authorization document.

**Attachment 1, Part 4 Proposal Declaration**

The Proposer is required to submit with its proposal this Proposal Declaration, affirming that neither, I (we), nor, to the best of my (our) knowledge, none of the members of Proposer's (our) company or companies 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 20th day of June, 2023.

Proposer Company Name: TK Elevator Corporation

Proposer Business Address: 7367 S. Revere Pkwy, Unit 2A

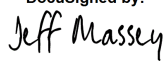
City, State, Zip Code: Centennial, CO 80112

Telephone Number: 720.274.3474 / 323.246.6122

Fax Number: 866.223.1667

Social Security or Employer ID No.: 62-1211267 (Federal ID)

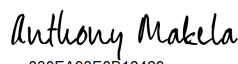
**PROPOSER'S SIGNATURE:**

DocuSigned by:  
  
 5570688BC07064B0...

ATTEST:

(Corporate Seal Here)

Jeffrey A. Massey\*  
 Printed Name

DocuSigned by:  
  
 830EA03E8B42420...

Secretary's Signature \*\*  
 TKE DIA-DEN Operations Manager's

Anthony "Tony" Makela  
 Printed Name

\*All forms for this ICP are signed by an authorized TKE representative via the enclosed TKE Execution Authorization document.

\*\*TK Elevator does not have a traditional "Secretary" - hence the TKE DIA-DEN Operations Manager' signature to attest accordingly.

**Attachment 1, Part 5 List of Proposed Non-MWBE Subcontractors**Proposer Company Name: TK Elevator

ICP Name: Passenger Conveyance Modernization Phase 3

ICP No.: 202366615

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

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

If the Proposer is awarded the Contract and does not enter into a subcontract with a subcontractor listed below or on the List of Proposed MWBE Subcontractors, the Proposer agrees not to subcontract any of the work assignment identified for that subcontractor until the Proposer has advised the SVP of DENCON in writing of the reasons why a different subcontractor is being used and has obtained approval.

Subcontractor Information	Work Assignment	Subcontract Dollar Value
Name: <u>Gilmore Construction</u> Address: <u>4949 Ironton Street, Denver, CO 80239</u> Phone: <u>303.371.5700</u>	General contracting work under TK Elevator - PLEASE NOTE: GILMORE CONSTRUCTION IS A SBE, MWBE & DEB CERTIFIED ENTERPRISE as stated by the Denver Economic Development & Opportunity Team within the Office of Economic Development / City & County of Denver.	To be determined - minimum 10% DSBO goals to be met with Gilmore Construction and their subcontractors. Estimated 10-20% of each individual task order value.
Name: <u>Intermountain Electric (IME, subcontractor to Gilmore)</u> Address: <u>7160 North Trussville St • Denver, CO • 80249</u> Phone: <u>(720) 417-1801</u>	Electrical work through Gilmore Construction + communication cabling, etc.. through PSG	To be determined as part of Gilmore Construction value noted above - minimum 10% DSBO goals to be met with Gilmore Construction and their subcontractors. Estimated 10-20% of each individual task order value.

PLEASE NOTE: The following subcontractors to Gilmore Construction (subcontractor to TKE) may be used on the project based on the scope of work necessary for each conveyance to meet Code/specification requirements. Additional contractors may be added based on the need by DIA-DEN for each project also.

## Attachment 1, Part 5 List of Proposed Non-MWBE Subcontractors

<p>Name: <u>Four Star Drywall</u></p> <p>Address: <u>2290 Dayton St, Aurora, CO 80010</u></p> <p>Phone: <u>(303) 238-5594</u></p>	<p>Drywall/finishing scope of work through Gilmore Construction - MWBE CERTIFIED</p>	<p>To be determined as part of Gilmore Construction value noted above - minimum 10% DSBO goals to be met with Gilmore Construction and their subcontractors. Estimated 10-20% of each individual task order value.</p>
<p>Name: <u>US Engineering</u></p> <p>Address: <u>1100 W 120th Ave #900, Westminster, CO 80234</u></p> <p>Phone: <u>(303) 629-1244</u></p>	<p>Mechanical/HVAC scope of work through Gilmore Construction</p>	<p>To be determined as part of Gilmore Construction value noted above - minimum 10% DSBO goals to be met with Gilmore Construction and their subcontractors. Estimated 10-20% of each individual task order value.</p>
<p>Name: <u>Western States/Martinez</u></p> <p>Address: <u>7020 S. Tucson Way, Centennial, CO 80112</u></p> <p>Phone: <u>(303) 792-0022</u></p>	<p>Fire-Life-Safety/Protection scope of work through Gilmore Construction - MWBE CERTIFIED</p>	<p>To be determined as part of Gilmore Construction value noted above - minimum 10% DSBO goals to be met with Gilmore Construction and their subcontractors. Estimated 10-20% of each individual task order value.</p>
<p>Name: <u>Frontier Fire Protection</u></p> <p>Address: <u>9430 E 40th Ave, Denver, CO 80238</u></p> <p>Phone: <u>(303) 629-0221</u></p>	<p>Fire-Life-Safety/Protection scope of work through Gilmore Construction</p>	<p>To be determined as part of Gilmore Construction value noted above - minimum 10% DSBO goals to be met with Gilmore Construction and their subcontractors. Estimated 10-20% of each individual task order value.</p>
<p>Name: <u>Gorilla Demolition</u></p> <p>Address: <u>3273 S Santa Fe Dr, Englewood, CO 80110</u></p> <p>Phone: <u>(303) 697-1325</u></p>	<p>Demolition scope of work through Gilmore Construction - MWBE CERTIFIED</p>	<p>To be determined as part of Gilmore Construction value noted above - minimum 10% DSBO goals to be met with Gilmore Construction and their subcontractors. Estimated 10-20% of each individual task order value.</p>
<p>Name: <u>Apollo Mechanical</u></p> <p>Address: <u>6260 Downing St, Denver, CO 80216</u></p> <p>Phone: <u>(303) 288-4546</u></p>	<p>Mechanical/HVAC scope of work through Gilmore Construction</p>	<p>To be determined as part of Gilmore Construction value noted above - minimum 10% DSBO goals to be met with Gilmore Construction and their subcontractors. Estimated 10-20% of each individual task order value.</p>

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PLEASE NOTE: The following subcontractors to Gilmore Construction (subcontractor to TKE) may be used on the project based on the scope of work necessary for each conveyance to meet Code/specification requirements. Additional contractors may be added based on the need by DIA-DEN for each project.

Attachment 1, Part 5 List of Proposed Non-MWBE Subcontractors

<p>Name: <u>Spacecon</u></p> <p>Address: <u>4915 Iris Street, Wheat Ridge, CO 80033</u></p> <p>Phone: <u>(303) 430-7333</u></p>	<p>Drywall/finishing scope of work through Gilmore Construction</p>	<p>To be determined as part of Gilmore Construction value noted above - minimum 10% DSBO goals to be met with Gilmore Construction and their subcontractors. Estimated 10-20% of each individual task order value.</p>
<p>Name: <u>Centennial State Drywall</u></p> <p>Address: <u>764 Planet Pl., Denver, CO 80260</u></p> <p>Phone: <u>(720) 490-9622</u></p>	<p>Drywall/finishing scope of work through Gilmore Construction - MWBE CERTIFIED</p>	<p>To be determined as part of Gilmore Construction value noted above - minimum 10% DSBO goals to be met with Gilmore Construction and their subcontractors. Estimated 10-20% of each individual task order value.</p>
<p>Name: <u>Trautman &amp; Shreve</u></p> <p>Address: <u>4406 Race St, Denver, CO 80216</u></p> <p>Phone: <u>(303) 295-1414</u></p>	<p>Mechanical/HVAC scope of work through Gilmore Construction</p>	<p>To be determined as part of Gilmore Construction value noted above - minimum 10% DSBO goals to be met with Gilmore Construction and their subcontractors. Estimated 10-20% of each individual task order value.</p>
<p>Name: <u>Murphy Mechanical</u></p> <p>Address: <u>12789 Emerson St, Thornton, CO 80241</u></p> <p>Phone: <u>(303) 371-6600</u></p>	<p>Mechanical/HVAC scope of work through Gilmore Construction</p>	<p>To be determined as part of Gilmore Construction value noted above - minimum 10% DSBO goals to be met with Gilmore Construction and their subcontractors. Estimated 10-20% of each individual task order value.</p>
<p>Name: <u>Hillen Demolition</u></p> <p>Address: <u>7600 Dahlia St, Commerce City, CO 80022</u></p> <p>Phone: <u>(303) 287-2664</u></p>	<p>Demolition scope of work through Gilmore Construction - MWBE CERTIFIED</p>	<p>To be determined as part of Gilmore Construction value noted above - minimum 10% DSBO goals to be met with Gilmore Construction and their subcontractors. Estimated 10-20% of each individual task order value.</p>
<p>Name: _____</p> <p>Address: _____</p> <p>Phone: _____</p>		

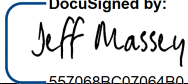
This page can be duplicated if additional sheets are required

**Attachment 1, Part 6 Certification of Non-Segregated Facilities**

The Proposer must certify that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The 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 Ten Thousand Dollars (\$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: 6.20.2023

Proposer Company Name: TK Elevator Corporation

By: Jeffrey A Massey\*  557068BC07064B0...

Title: Senior Sales Executive/PM - Modernization

\*All forms for this ICP are signed by an authorized TKE representative via the enclosed TKE Execution Authorization document.

**Attachment 1, Part 7 Equal Opportunity Report Statement**

The Proposer shall review, complete, sign and submit with its proposal this Equal Opportunity Report Statement (Statement). A proposal may be considered unresponsive and may be rejected, in the City’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 (50) or more employees.

Dated: 6.20.2023

Proposer Company: TK Elevator Corporation

By: Jeffrey A. Massey\*

DocuSigned by:

*Jeff Massey*

557068BC07064B0...

Title: Senior Sales Executive/PM - Modernization

\*All forms for this ICP are signed by an authorized TKE representative via the enclosed TKE Execution Authorization document.



Legal Department

June 20, 2023

Jeffrey A. Massey  
TK Elevator Corporation 7367  
S. Revere Pkwy Unit 2A  
Centennial, CO 80112

Re: Execution Authorization

Dear Mr. Massey,

Please accept this writing as confirmation that the undersigned as Secretary of TK Elevator Corporation, has authorized you, Jeffrey A. Massey, to execute for and in the name of TK Elevator Corporation, Contracts, change orders, amendments, novation agreements, lien releases, bonds, questionnaires, qualification statements and bid documents pursuant to or in connection with the sale of Company's products and services in the normal and ordinary course of business.

Your position with TK Elevator allows you to bind TK Elevator as well as execute the aforementioned documents on behalf of the corporation.

This is a charge of trust and responsibility that I know you will discharge with discernment and meticulous vigilance.

Should you have any questions, please do not hesitate to contact me.

Sincerely,  
**TK Elevator Corporation**

A handwritten signature in blue ink that reads 'Scott Silitsky' in a cursive script.

Scott J. Silitsky  
Secretary



# Section 4

## DSBO Forms

**VIII. ATTACHMENT 2, MWBE FORMS**

## **DSBO FORMS**

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

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



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

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

**COMPLETE IF YOU ARE A NON MWBE PRIME:**

The City and County of Denver has specified a 10 % MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting 10 % MWBE Participation on the contract.

See [TKE cover letter/attached City & County of Denver letters to Gilmore Construction](#) for additional information.

**COMPLETE IF YOU ARE A MWBE PRIME:**

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

**COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:**

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

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

Bidder/Proposer (Name of Firm): TK Elevator

Firm's Representative: Jeffrey A. Massey

Title: Senior Sales Executive/PM - Modernization

Signature (Firm's Representative): DocuSigned by: Jeff Massey Date: 6.20.2023

557068BC07064B0...

Address: 7367 S. Revere Pkwy., Unit 2A, Centennial, CO 80112

City: Centennial

State: CO

Zip: 80112

Phone: 720.274.3474 / 323.246.6122

Email: jeffrey.massey@tkelevator.com



Denver Economic Development & Opportunity  
101 W. Colfax Avenue, Suite 850 | Denver, CO 80202  
www.denvergov.org/economicdevelopment  
720-913-1999

January 23, 2023

Jacob Gilmore, Jr.  
Gilmore Construction Corporation  
4949 Ironton St  
Denver, CO 80239

**SUBJECT: Minority/Women Business Enterprise (MWBE) Certification Approval**

Dear Jacob Gilmore, Jr.,

Congratulations, the City and County of Denver's Division of Small Business Opportunity (DSBO) is pleased to inform you that Gilmore Construction Corporation is certified as a **Minority/Women Business Enterprise (MWBE)**. This notification is pursuant to Division 1 and 3, Article III, V, VII of Chapter 28, the Denver Revised Municipal Code (D.R.M.C. or the Code). Gilmore Construction Corporation will be listed in the City and County of Denver's Certified Vendor Directory.

Your firm is certified with the following certification dates:

**March 17, 2022 to February 28, 2024**

Please be aware that your firm's Minority/Women Business Enterprise (MWBE) certification is valid for three (3) years, but you are **required** to submit an **Annual Update**, which will include, but is not limited to an affidavit and business taxes to verify eligibility.

Your firm's certification annual update is due:

**February 28, 2024**

Your expiration date is **February 28, 2024** and you will be required to submit a Renewal Application which includes your business taxes, individual taxes, personal financial statement, and complete another on-site review.

Listed below is each NAICS code for which Gilmore Construction Corporation is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding and proposing on City projects:

**NAICS CODES:**

**NAICS 236220: COMMERCIAL BUILDING CONSTRUCTION**

**NAICS 236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING**

**NAICS 237110: IRRIGATION PROJECT CONSTRUCTION (EXCEPT LAWN)**

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

**Important Information: Keep Your Certification In Good Standing**

During the certification period, if any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately. Additionally, your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. **Failure to report any of these changes may result in removal of your business enterprise from the Certified Vendor Directory, and possible revocation of certification of your business enterprise.**

It is your responsibility to keep your certification current; please mark your calendar no less than ninety (90) days prior to **February 28, 2024**. All accompanying documents must be uploaded to the Small Business Certification and Contract Management System (<https://denver.mwdb.com/>). The certification process may take up to 90 days. You will be notified prior to the expiration date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to keep your certification current. **Failure to submit required documentation annually and triennially may result in your certification being revoked.**



**Doing Business with the City and County of Denver**

Gilmore Construction Corporation is eligible participate as a **Minority/Women Business Enterprise (MWBE)** program requirement.

It is imperative that you verify each NAICS code for which your business is certified to ensure the NAICS codes you requested and are eligible for were included for your scope of services. It is your responsibility to manage your firm's NAICS codes to ensure you have applied for all applicable codes and they are up to date with your scope of services. This letter showing the following codes is required when bidding and proposing on City projects and will be evaluated for counting participation toward the specified small business contract requirement.

As mentioned, be sure to retain this letter as verification of Minority/Women Business Enterprise (MWBE) certification for future bidding/proposing opportunities with the City. Now that your firm is certified, we encourage you to visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service contracting opportunities and check the Rocky Mountain E-Purchasing System (BidNet) for additional upcoming Construction, Goods & Services contracting opportunities. For additional information related to how your certification works with contracting opportunities with the city please visit <https://www.denvergov.org/Government/Departments/Economic-Development-Opportunity/Do-Business-With-Denver>.

Also, please be aware that some of the communication we send out comes from the Small Business Certification and Contract Management System, please add [denver@mwdbe.com](mailto:denver@mwdbe.com) to your safe sender list. If you have any questions or need further assistance please contact Tammy Trujillo, Certification Supervisor, at (720) 913-1614 or email at [tammy.trujillo@denvergov.org](mailto:tammy.trujillo@denvergov.org).

Sincerely,



Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

cc: Jeanette Lopez Clanton, Certification Analyst, Division of Small Business Opportunity  
Tammy Trujillo, Certification Supervisor, Division of Small Business Opportunity  
Elly Bacon, Assistant Director, Division of Small Business Opportunity



Denver Economic Development & Opportunity  
101 W. Colfax Avenue, Suite 850 | Denver, CO 80202  
www.denvergov.org/economicdevelopment  
720-913-1999

January 23, 2023

Jacob Gilmore, Jr.  
Gilmore Construction Corporation  
4949 Ironton St  
Denver, CO 80239

**SUBJECT: Small Business Enterprise (SBE) Certification Approval**

Dear Jacob Gilmore, Jr.,

Congratulations, the City and County of Denver's Division of Small Business Opportunity (DSBO) is pleased to inform you that Gilmore Construction Corporation is certified as a **Small Business Enterprise (SBE)**. This notification is pursuant to Division 1 and 3, Article III, V, VII of Chapter 28, the Denver Revised Municipal Code (D.R.M.C. or the Code). Gilmore Construction Corporation will be listed in the City and County of Denver's Certified Vendor Directory.

Your firm is certified with the following certification dates:

**March 17, 2022 to February 28, 2024**

Please be aware that your firm's Small Business Enterprise (SBE) certification is valid for three (3) years, but you are **required** to submit an **Annual Update**, which will include, but is not limited to an affidavit and business taxes to verify eligibility.

Your firm's certification annual update is due:

**February 28, 2024**

Your expiration date is **February 28, 2024** and you will be required to submit a Renewal Application which includes your business taxes, individual taxes, personal financial statement, and complete another on-site review.

Listed below is each NAICS code for which Gilmore Construction Corporation is certified. Please verify your NAICS codes as this letter showing the following codes is required for bidding and proposing on City projects:

**NAICS CODES:**

**NAICS 236220: COMMERCIAL BUILDING CONSTRUCTION**

**NAICS 236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING**

**NAICS 237110: IRRIGATION PROJECT CONSTRUCTION (EXCEPT LAWN)**

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

**Important Information: Keep Your Certification In Good Standing**

During the certification period, if any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately. Additionally, your business enterprise is required to maintain an accurate mailing address, email address and telephone number information with DSBO. **Failure to report any of these changes may result in removal of your business enterprise from the Certified Vendor Directory, and possible revocation of certification of your business enterprise.**

It is your responsibility to keep your certification current; please mark your calendar no less than ninety (90) days prior to **February 28, 2024**. All accompanying documents must be uploaded to the Small Business Certification and Contract Management System (<https://denver.mwdbe.com/>). The certification process may take up to 90 days. You will be notified prior to the expiration date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to keep your certification current. **Failure to submit required documentation annually and triennially may result in your certification being revoked.**

**Doing Business with the City and County of Denver**

Gilmore Construction Corporation is eligible participate as a **Small Business Enterprise (SBE)Small Business Enterprise (SBE)** program requirement.

It is imperative that you verify each NAICS code for which your business is certified to ensure the NAICS codes you requested and are eligible for were included for your scope of services. It is your responsibility to manage your firm's NAICS codes to ensure you have applied for all applicable codes and they are up to date with your scope of services. This letter showing the following codes is required when bidding and proposing on City projects and will be evaluated for counting participation toward the specified small business contract requirement.

As mentioned, be sure to retain this letter as verification of Small Business Enterprise (SBE) certification for future bidding/proposing opportunities with the City. Now that your firm is certified, we encourage you to visit [www.work4denver.com](http://www.work4denver.com) to view upcoming Construction/Professional Service contracting opportunities and check the Rocky Mountain E-Purchasing System (BidNet) for additional upcoming Construction, Goods & Services contracting opportunities. For additional information related to how your certification works with contracting opportunities with the city please visit <https://www.denvergov.org/Government/Departments/Economic-Development-Opportunity/Do-Business-With-Denver>.

Also, please be aware that some of the communication we send out comes from the Small Business Certification and Contract Management System, please add [denver@mwdbe.com](mailto:denver@mwdbe.com) to your safe sender list. If you have any questions or need further assistance please contact Tammy Trujillo, Certification Supervisor, at (720) 913-1614 or email at [tammy.trujillo@denvergov.org](mailto:tammy.trujillo@denvergov.org).

Sincerely,



Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)

cc: Jeanette Lopez Clanton, Certification Analyst, Division of Small Business Opportunity  
Tammy Trujillo, Certification Supervisor, Division of Small Business Opportunity  
Elly Bacon, Assistant Director, Division of Small Business Opportunity



Denver Economic Development & Opportunity  
101 W. Colfax Avenue, Suite 850 | Denver, CO 80202  
www.denvergov.org/economicdevelopment  
720-913-1999

January 23, 2023

Jacob Gilmore, Jr.  
Gilmore Construction Corporation  
4949 Ironton St  
Denver, CO 80239

Dear: Jacob Gilmore, Jr.:

The Division of Small Business Opportunity is pleased to inform you that Gilmore Construction Corporation is certified as a Disadvantaged Business Enterprise (DBE) pursuant to the US Department of Transportation's Regulation 49 CFR Part 26. Your firm will be listed on the Colorado Unified Certification Program's (UCP) on-line directory of eligible DBEs at [www.coloradodbe.org](http://www.coloradodbe.org).

Gilmore Construction Corporation is eligible to participate as a DBE on US Department of Transportation financially-assisted projects in Colorado in the work codes appearing as part of your firm's listing on the directory as eligible to be counted toward DBE participation. It is your responsibility to manage your firm's work codes to ensure they are correct.

NAICS 236220: COMMERCIAL BUILDING CONSTRUCTION  
NAICS 236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING  
NAICS 237110: IRRIGATION PROJECT CONSTRUCTION (EXCEPT LAWN)

The anniversary date of your firm's DBE certification is February 28, 2024. You will be notified prior to the anniversary date that eligibility must be re-evaluated. However, if you do not receive notification from this office, it is your responsibility to contact us. Pursuant to 49 CFR 26.83(i), submittal of this information is required to ensure that there is no interruption of your firm's status as a certified DBE. If any changes occur in the firm's legal structure, ownership, management, control, or work performed, you must notify the division immediately.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adrina Gibson'.

Adrina Gibson  
Director of the Division of Small Business Opportunity  
Office of Economic Development | City and County of Denver  
P: (720) 913-1701 | [adrina.gibson@denvergov.org](mailto:adrina.gibson@denvergov.org)



# Section 5

## Diversity Survey

**X. ATTACHMENT 4, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS**

For the City or the City Agency to consider a bid/proposal, Proposers must complete the on-line Diversity and Inclusiveness in City Solicitations Form – then **save an electronic copy of the completed form and include the electronic copy as part of its proposal. A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive.**

**Click on the following link to access the on-line form:**

<https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6>

Using the form found in link above, please state whether you have a Diversity and Inclusiveness program for employment and retention, procurement and supply chain activities or customer service, and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Form will provide an opportunity for City Proposers to describe their own diversity and inclusiveness practices. Proposers are not expected to conduct intrusive examinations of their employees, managers or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the Proposer's current practices, if any. Diversity and Inclusiveness information provided by City Proposers 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 Proposers will be in such reports.

TKE response: Please see the attached survey and associated supporting information to meet the intent/purpose of this information request.

DS  


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

Submitted on 15 June 2023, 2:19PM  
Receipt number 2158  
Related form version 6



## Page 1/2

Business Email Address jeffrey.massey@tkelevator.com

Enter Email Address of City and County of Denver contact person facilitating this solicitation contract.procurement@flydenver.com

Please provide the City Agency that is facilitating this solicitation: Denver International Airport

Project Name Passenger Conveyance Modernization Phase 3

Solicitation No. (If Applicable) ICP no. 202366615

Name of Your Company TK Elevator

What Industry is Your Business? Construction/Landscape/Maintenance Services

Street Address 7367 S. Revere Pkwy, Unit 2A

City Centennial

State CO

ZIP Code 80112

Business Phone Number 3037908566

Business Facsimile Number 8662231667

## Page 2/2

1. How many employees does your company employ? Over 100

1A. How many of your employees are full time? 100%

1B. How many of your employees are part time? 0

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

2.1. Employment and retention?	Yes
2.2. Procurement and supply chain activities? *	Yes
2.3. Customer Service?	Yes
3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) *	<p>TK ELEVATOR COMMITMENT STATEMENT DIVERSITY EQUITY INCLUSION</p> <p>At TK Elevator, we understand, respect and appreciate that everyone is different. We value everyone as an individual. We believe that when our employees bring their authentic selves to work, and we recognize them as such, we strive to nurture a culture characterized by equal opportunities, mutual trust and respect.</p> <p>We recognize that we are at the beginning of a journey here. At TK Elevator, we aim to embrace diversity and welcome everyone - no matter the ethnicity, nationality, gender or gender expression, age, social background, religion or world belief, sexual orientation, disability, marital status or any other legally protected characteristic or status.</p> <p>We commit to strengthen and continue to build on diversity, equality and inclusion as an integral part of our identity. We acknowledge that our international and diverse workforce is key to our company's success, our business and our society impact. Together we drive innovation and want to foster an inspiring, motivating, and inclusive atmosphere in which employees can grow to their full potential.</p> <p>Great ideas have the power to change the world — and the next great idea can come from anyone, anywhere. Together we can transform people's lives through pioneering mobility solutions.</p> <p>TK Elevator Leadership Team -----</p> <p>Please see the attachments for TK Elevator's ongoing DEI plans, efforts and direction as a newer company since being sold by thyssenkrupp corporation in 2020-1.</p>
4. Does your company regularly communicate its diversity and inclusiveness policies to employees?	Yes
5. How often do you provide training and diversity and inclusiveness principles?	Annually
5.1 What percentage of the total number of employees generally participate?	76 - 100%
6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)	<p>TKE MID-TERM TOOLS - As with DEI as whole, having diverse suppliers and contractors is an ongoing effort and focus for TK Elevator. Diversity applies to all aspects of our business, including the entire value chain. Collaborate with a female founded start up or obligate suppliers to diversity for instance, in tendering ensures that they make use of the advantages of diversity and create greater added value for our company.</p>
7. Do you have a diversity and inclusiveness committee?	Yes
8. Do you have a budget for diversity and inclusiveness	Yes



efforts?

---

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

Yes

---

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

Check Here if the Above Statement is True.

---

Name of Person Completing Form

Jeffrey Massey

---

Today's Date

06/15/2023

---

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

[220718\\_DEI\\_commitment-statement\\_TKE\\_signed\\_67360.pdf](#)  
[210921\\_facts-and-figures\\_DEI.pdf](#)  
[DEI Toolbox.pdf](#)



January 18<sup>th</sup>, 2022

## TK ELEVATOR COMMITMENT STATEMENT

### DIVERSITY EQUITY INCLUSION

At TK Elevator, we understand, respect and appreciate that everyone is different. We value everyone as an individual. We believe that when our employees bring their authentic selves to work, and we recognize them as such, we strive to nurture a culture characterized by equal opportunities, mutual trust and respect.

We recognize that we are at the beginning of a journey here. At TK Elevator, we aim to embrace diversity and welcome everyone - no matter the ethnicity, nationality, gender or gender expression, age, social background, religion or world belief, sexual orientation, disability, marital status or any other legally protected characteristic or status.

We commit to strengthen and continue to build on diversity, equality and inclusion as an integral part of our identity. We acknowledge that our international and diverse workforce is key to our company's success, our business and our society impact. Together we drive innovation and want to foster an inspiring, motivating, and inclusive atmosphere in which employees can grow to their full potential.

Great ideas have the power to change the world — and the next great idea can come from anyone, anywhere. Together we can transform people's lives through pioneering mobility solutions.

TK Elevator Leadership Team

# DIVERSITY @ TKE

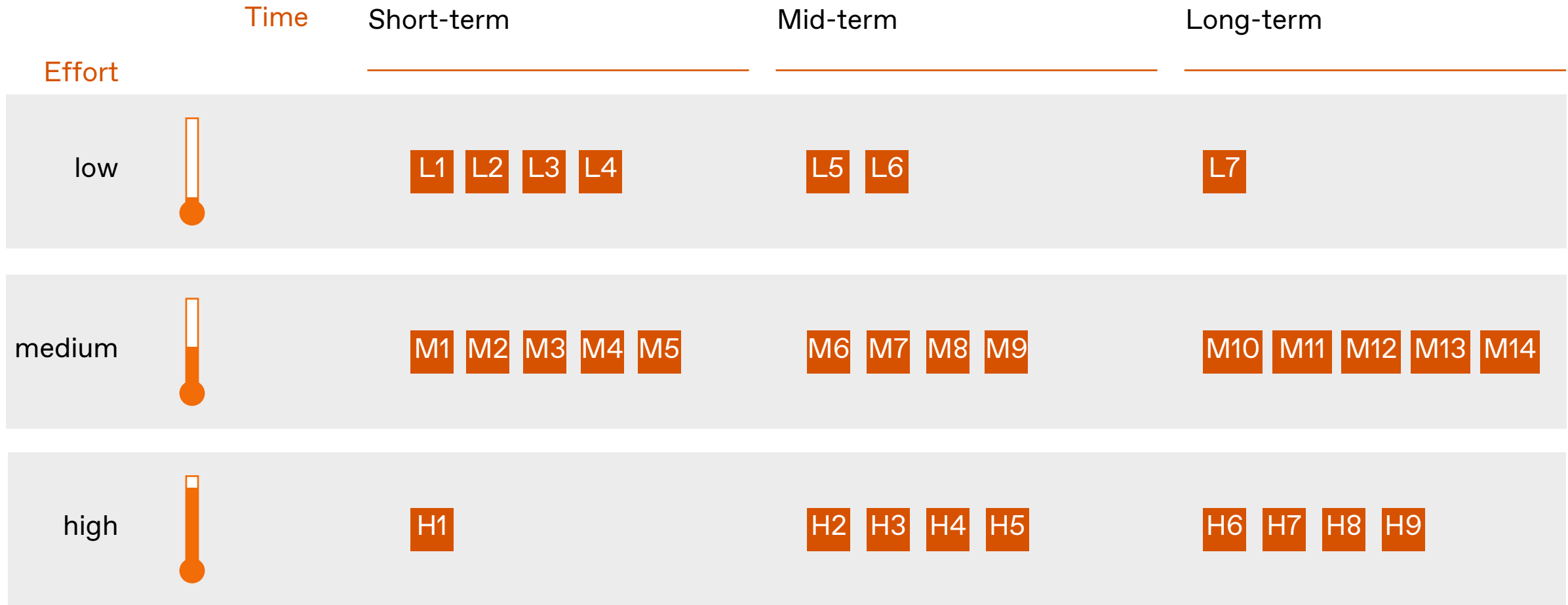
Toolbox

Will be updated on a  
regular basis



# DEI TOOLBOX

# OVERVIEW OF DEI INITIATIVES AND MEASURES



SHORT TERM

# SHORT TERM TOOLS

## L1 DEI calendar



Planning a meeting with international colleagues? Be inclusive by checking the diversity calendar first, which contains the most important holidays and festivities. This way, you can avoid re-scheduling due to obvious unavailability of colleagues worldwide.

## L2 Share DEI success stories internally



Do good and talk about it: share success stories from mixed teams, statements on your diversity management from managers or the experiences of role models with your team, department, BU. The more we talk about it, the more visible these examples will be and serve as role models for others.

## L3 Lunch Lotterie



Combine a joint lunch with your team with discussions on the topic of diversity. Or match people with different backgrounds.





# SHORT TERM TOOLS

## L4 Visibility of role models

Make role models or success stories more visible, talk about them in team meetings or communicate them as part of a campaign. The more diverse role models are, the broader the perspectives you give other employees thereby to envision their own way at TKE:

## M1 Onboarding

Start-off the journey of new joiners right, at TKE. Introduce content on diversity and inclusion in the onboarding process. In this way we can position TKE on the one hand, and on the other, point out activities and actions such as networks and workshops



# SHORT TERM TOOLS

## M2 TKE Principles

Our TKE principles are the core of how we want to work together. Many of them entail a dimension of diversity and inclusion – how about “CREATE AN ENVIRONMENT WHERE FUTURE GENERATIONS WANT TO WORK” Next time you talk about or act on them, think about that.

## M3 Diversity in research & development

Great ideas change our world. And diversity is one of the major drivers of innovation. Take a look at your R&D process and innovation process. Across different functions, promote heterogenous project teams and foster a culture, in which we treat each other with mutual respect.

## M4 Family Day

Work is part of our life, so should life be part of our work. Establish a family day at your branch or office where every employee can bring along their family – who ever they define as such. Colleagues will get to know each other on a more personal level – and the families will for sure appreciate the opportunity to see where their loved one spends a lot of their time.



# SHORT TERM TOOLS

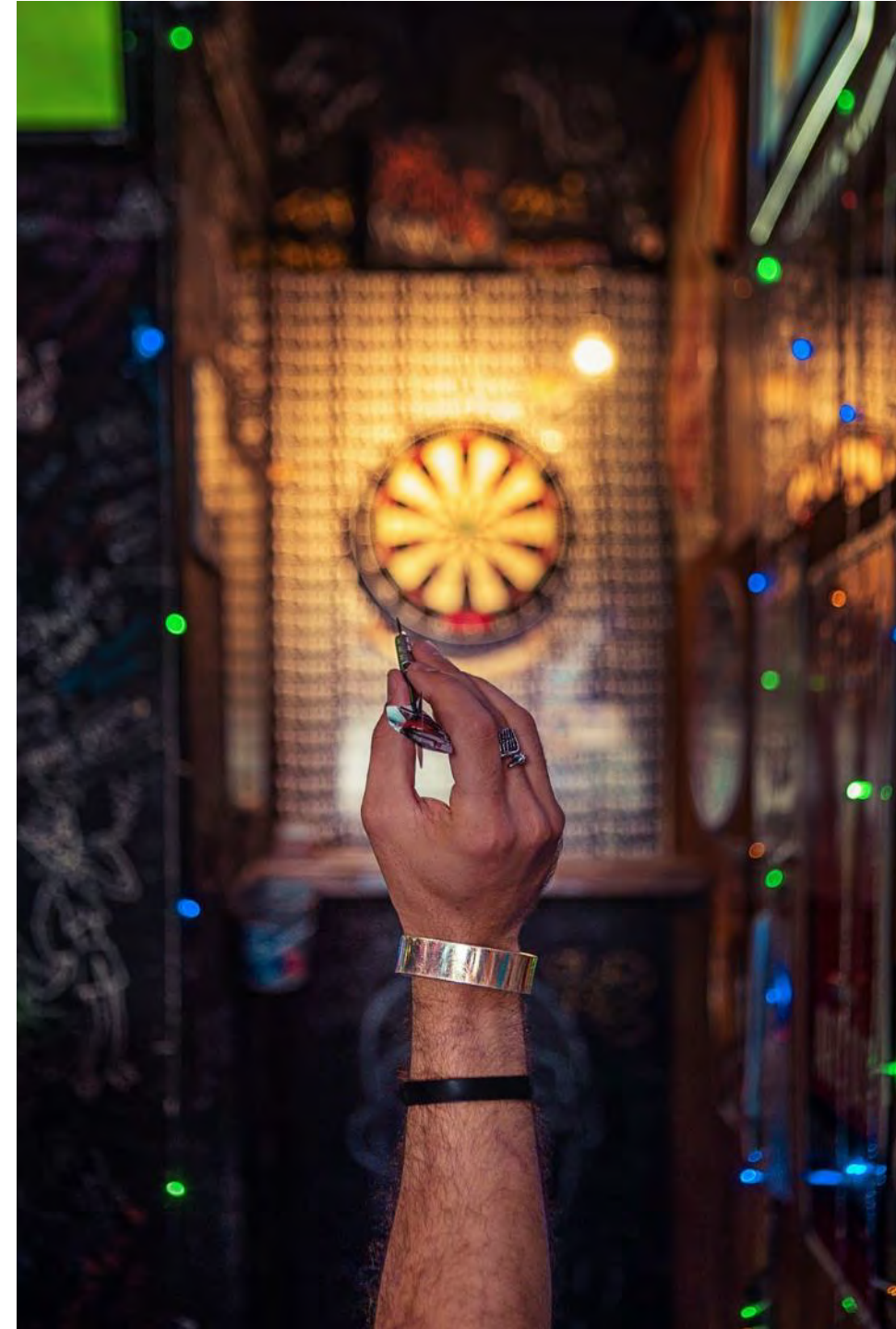
## M5 Target setting



Targets are an essential tool to measure and achieve progress in DEI management. Think about targets you want to set within your BU. Make them SMART – specific, measurable, achievable, realistic and timely. Set a clear deadline. This way, DEI will be on the agenda of your local management and the process will be accelerated.

At TKE we have a global target for females in senior leadership positions: 30% by 2025.

But how about your BU recruiting pipeline? Or Talent pipeline? How about setting a target for promotions? Not only think about gender, but other dimensions of diversity as well, such as social or academic background, ethnicity, sexual orientation or religion, to name a few.





# SHORT TERM TOOLS

## L1 DEI in Recruiting

TKE is a great place to work. And we want to attract highly qualified candidates. Make DEI part of your recruiting: review the platforms on which you look for applicants, revise your job ad: do they entail inclusive wordings and gender-neutral language? Do you really consider taking on part-time employees for an open position? And what can you offer qualified candidates to accommodate their work-life-balance better?

Think about the fairs, events and formats where you present TKE as an employer, and your channels – do you address the right people in the right places?

# MID TERM

# MID TERM TOOLS

## L5 Re-think promotions



Glass ceiling? We all heard of it. But have you ever truly re-considered your promotions, performance assessment and target agreement processes? At TKE we want to enable everyone to develop their full potential. But sometimes leaders are blind-sighted to the potential and talents of their employees, if they are beyond the norm of what we are used to consider as “successful”. Re-think your promotional and succession pipeline.

## L6 Re-think leadership positions



Leaders are role models, in many ways. Too often we look for role models with regard to work-life balance. Post your leadership roles on a 80% working-time model. Not possible? Think twice. Other companies do it as well and thereby attract other candidates to the roles – internally and externally. It leaves room for other priorities in life besides work. And serves as a great role model to others and the younger generation.



# MID TERM TOOLS

## M6 Tandems



Broaden the horizon of your employees. Pair up two individuals as a tandem, who are as diverse as possible – whether it is age, gender, ethnicity, experience, location, religion or others. Establish a contact between them, either within a function or across functions and BUs. Thereby, the awareness for the advantages of diversity will be increased and a new networking opportunity will arise.

## M7 External input and networks



In each country, for each industry, there are multiple chambers, societies, communities and circles available who focus on the topic of Diversity, Equality and Inclusion. Take a look outside the TKE world, exchange experiences and ideas with peers from other companies, and you will gain great insights, which can be applied within. Also, this way we position TKE as an employer engaged in the topic and raise external awareness.





# MID TERM TOOLS

## M8 Inclusive product development



TKE transforms people's lives through pioneering mobility solutions. Reconsider the inclusion factor while developing a new service or product – whether it is for internal stakeholders or for external clients. Integrate little features to build an inclusive service. It will bring new business opportunities and can expand your customer or client base.

## M9 Mentoring – Sponsoring Program



We all need a mentor or sponsor at some point in our career. Set up a program, which brings together diverse people who can enrich and expand each others' views, learnings and ultimately – careers. No matter if you pair opposite ages, genders, roles or regions: ensure a bi-lateral exchange and certain trainings and program touchpoints to make it a successful program.

# MID TERM TOOLS

## H2 Pro-active Health Management

At TKE, the health and safety of our employees is our top priority. Do you offer something in your location to support employees to keep fit and productive? Company benefits for sport programs? Ergonomic workspaces? Healthy food? Do you accommodate special needs, such as physical requirements, special diets based on religion or belief? Studies show that it will decrease sickness rate and motivation improves.

## H3 Job Rotation

No silos, but open-minded and diverse in thought. That's what we are looking for in employees, right? Develop diverse perspectives for your employees by rotating people among various positions – across departments and businesses, both nationally and internationally. Encourage all participating in the rotations to exchange ideas and gain new insights. They will not only strengthen their network, but gain understanding and appreciation for other positions, people and mindsets.







# MID TERM TOOLS

## H4 Diverse suppliers and contractors

Diversity applies to all aspects of our business, including the entire value chain. Collaborate with a female-founded start-up or obligate suppliers to diversity – for instance, in tendering – ensures that they make use of the advantages of diversity and create greater added value for our company.

## H5 Diversity along the employee life-cycle

Recruiting – Development – Retirement, onboarding, offboarding, promotion. Employees do have a lot of touch-points with HR processes during their career. Sit down and revise all steps of an employee life-cycle and keep an eye out: are the processes free of unconscious bias? Do we apply fair and inclusive criteria? Do we offer acknowledgement to employees at the end of their career?

LONG TERM

# LONG TERM TOOLS

## L7 DEI Council



How to drive DEI within your BU or OU? Establish a DEI Council, gathering employees of different background, in different positions and with different motivations, who are willing and interested to drive the topic further within their reach. Exchange regularly and it will help raise awareness by their function as multipliers. Also, they will help BU representatives adapt the global guidelines to your local or regional needs.

## M10 Employee networks

Currently set-up by global



LGBTBIQ+ and friends, female leaders, fathers, older employees or employees with a shared history of migration – all of them often exchange experience in informal or formal networks. Support these networks, offer a platform and make use of their perspectives, for instance, to optimize diversity management, or share them in internal communication.





# LONG TERM TOOLS

## M11 Pay Gap Analysis

Research proffs it – the (gender) pay gap. Can you bring proof against it? Run an analysis of your salary structure and how comparable positions different in compensation – due to the people who hold the position. Do not only pay attention to gender, but also age, ethnicity, nationality and other diversity dimensions. It will give you a good overview of your strengths and weaknesses when it comes to monetary equality.

## M12 Team set-up

Put together mixed teams consciously for specific projects or optimize the collaborations in team make-ups that already exist. It is, however, a challenging task to manage mixed teams in the right way. Workshops and training sessions help prepare for constructive collaboration.

# LONG TERM TOOLS

## M13 Trainings



Workshops and training sessions raise awareness and educate leaders, managers and employees alike on different topics, such as unconscious bias or intercultural sensitivity, gender neutral language and many more. Turn to your global colleagues for inspiration, contact external experts, integrate it in talent programs, team events or other meetings.

## M14 Locale presence



Clearly position TKE and your local branch or office towards diversity and its advantages for business, for society and for each and every individual. Get involved locally or nationally in campaigns initiated by organizations and communities with different focuses. Additionally, local initiatives give employees a great opportunity to engage within their scope and come up with own ideas, contacts and programs.



# LONG TERM TOOLS

## H6 Quantitative targets for managers

Transformation takes time – and different drivers. The engagement of managers and leaders towards a more diverse, equal and inclusive culture is key. Include clear targets on recruiting, developing and nominating diverse team members in their personal goals. Thereby, you increase accountability and management engagement.

## H7 Flex Work

We all need and appreciate flexibility in our lives – whether it is to focus on family, take care of loved ones, accomplish further education, or volunteer. Make space for other than office-only concepts, think about sabbaticals, flexible working arrangements job sharing or remote work. Employees will thank you with high engagement and locality.

# LONG TERM TOOLS

## H8 Talent Management Program



Talent programs educate and form tomorrow's leaders. In order to build and further foster a diverse and inclusive culture, these future leaders are key to sustainable long-term changes within the company. Integrate DEI in the talent programs, plan workshops, exchange programs, nominate talents with diversity in mind and help create a new generation of leaders to which diversity comes naturally.

## H9 DEI KPI Reporting



Make sure you analyze and use the data collected – to the extent it can be measured – of your employees. Go beyond gender, think of the diversity dimensions within the company. What intercultural backgrounds does your staff have at different levels of experience? That is particularly relevant with our cross-cultural customer base. Track the development of the data on age, ethnicity and other factors continually and derive concrete gaps from this.



# WHY DEI IS ESSENTIAL FOR TKE - AND NOT JUST A SOFT TOPIC

## Demand from different directions

Shareholders

Media / Society

Internal

Competitors

Recruiting Market

Applicants

...



## Diversity drives business results & innovation

+9%

EBIT in companies with above average diversity in their leadership team

+6%

Net profit margin in companies with 30% leadership roles filled by women

+35%

Financial returns in companies with top quartile ethnic and racial diversity

+10%

Innovation revenue in companies with >20% women in Management



Diversity, Equality & Inclusion are essential from an internal and an external perspective

TKE needs to address DEI systematically to leverage full potential





# Section 6

## Financial Forms

**Attachment 1, Part 8 Schedule of Rates**

## **SCHEDULE OF RATES**

The Schedule of Rates form which apply to this contract are included as a separate attachment

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



*NOTE: Per the DIA-DEN ICP No. 202366615 instructions (i.e., pages 4, 49), the **Exhibit I – Schedule of Rates** and associated items are located in a separate electronic file from this ICP response document. See enclosed, separate Microsoft Excel Exhibit I spreadsheet for additional information.*

PLEASE NOTE: Per the DIA-DEN ICP No. 202366615 instructions (i.e., pages 4, 49, etc.), the Appendix C for Exhibit A (this document), Exhibit I – Schedule of Rates and associated items are located in a separate electronic file from this ICP response document. See enclosed, separate Microsoft Excel Exhibit I spreadsheet for additional information.

**APPENDIX C for EXHIBIT A**

Schedule of values table

CONVEYANCE NUMBER	ESTIMATED COST	CONVEYANCE NUMBER	ESTIMATED COST
TERMINAL ELEVATORS	US \$	CONCOURSE B ELEVATORS	US \$
TE30		BE01	
TE31		BE02	
TE32	See attached spreadsheet	BE03	
TE34	for unit pricing - separate	BE04	
TE35	file for DIA-DEN review	BE05	
TE36		BE06	
TE37		BE07	
TE38		BE08	
TE39		BE09	
TE50		BE10	
TE51		BE13	
TE52		BE14	
TE53		BE15	
TE54		BE16	
TE55			
TE57		CONCOURSE A ESCALATORS	US \$
TE58		AES-09	
TE59		AES-10	
FREIGHT - TE60		AES-11	
TE70		AES-12	
TE71			
TE72		CONC. A MOVING WALKS	US \$
TE74		AW05	
TE75		AW06	
TE76		AW07	
TE77		AW08	
TE78		CONC. B MOVING WALKS	US \$
TE90		BW04	
TE91		BW06	
TE92		BW08	
TE93		BW10	
TE94		BW12	
TE95	N/A - Replaced with new	BW14	
TE96		BW16	
TE97		BW18	
TE98		BW20	
FREIGHT - TE99		BW22	



FREIGHT TE60N (NEW)\* \$ \_\_\_\_\_

FREIGHT TE99N (NEW)\* \$ \_\_\_\_\_

\*Added pricing on separate spreadsheet per DIA-DEN Addendum no. 1 (RFI responses)



# Section 7

## Miscellaneous Items



*Section 7 sub-section –*  
TK Elevator Resumes / Information



## **Anthony “Tony” Makela – Project Manager/Ops Mgr. DIA-DEN Conveyance Modernization Phases 1-2, NI Projects**

- **Education**

- Charles H Bohlen Technical Center, Watertown, NY – 2000-2002
- International Union of Elevator Constructors (IUEC) apprenticeship – 2006-2010

- **Certifications / licenses**

- OSHA 30-Hour Construction Safety and Health Certification – No. 30-600910986
- CPR/AED/First Aid Certification, American Red Cross
- Forklift Certification
- State of Colorado Elevator Mechanic Certification

- **Experience – last 10 years listed only:**

- TKE - Modernization Project Manager – Oct. 2020 – Present
- TKE - Regional Project Manager – Jun. 2019 – Oct. 2020
- TKE - Regional Operations Director - Jun. 2017 – Jun. 2019
- TKE - Modernization Operations Manager – Feb. 2015 – Jun. 2017
- TKE - NI Superintendent – Feb. 2013 – Feb. 2015
- IUEC Elevator Apprentice/Mechanic – Feb. 2006 – Feb. 2013

- **Major projects worked on:**

- Denver International Airport (DIA-DEN) – Conveyance Modernization Projects – Phases 1 & 2 (task orders 1-13) - Denver, CO
- DIA Westin Hotel, Denver/CO, New Installation
- St, Joseph Hospital, Denver/CO, New Installation



## **Jeffrey A Massey – Sr. Mod. Sales Executive/ Project Manager**

### **DIA-DEN Conveyance Modernization Phases 1-2**

- **Education:**

- University of Southern California (USC), BA, Public Relations/Image Management / Journalism - 1995

- **Certifications / licenses:**

- OSHA 30-Hour Construction Safety and Health Certification – No. 27-602004093

- CPR/AED/First Aid Certification, American Red Cross

- Certified Forklift Certification, Sunstate Equipment - ID 77455

- QEI Certified Elevator Inspector, QEI Services - ID QEI 1943 (pending renewal)

- **Experience – last 10 years listed only:**

- TKE – Sr. Modernization Sales Executive/Project Manager – Oct. 2020 – Present

- TKE – Regional Modernization Sales Director (SW) – Mar. 2018 – Oct. 2020

- TKE – Regional Modernization Sales Director (CA) – May 2017 – Mar. 2018

- TKE – District Modernization Sales Manager (CA/LV/HI) - May 2014 – May 2017

- Lerch Bates Consulting – Project Manager/QEI Inspector - Apr. 2012– April 2014

- **Major projects worked on:**

- Denver International Airport (DIA-DEN) – Conveyance Modernization Projects – Phases 1 & 2 (task orders 1-13) - Denver, CO

- McCarran International Airport – Conveyance Modernization Projects – Las Vegas, NV

- Los Angeles International Airport – Conveyance Modernization Projects – Los Angeles, CA





## **G. Scott Buttler – Mod Ops Manager**

### **TKE Denver, CO Modernization Team**

- **Education:**

- Oklahoma State University, Stillwater, OK - May 1999
- University of Phoenix, Phoenix, AZ - May 2005

- **Certifications / licenses:**

- QEI Certified Elevator Inspector, NAESA International - License C-4900
- State of Colorado Type 1 Conveyance Inspector - License CI-1-56
- OSHA 30-Hour Construction Safety and Health Certification – No. 30-602001695

- **Experience – last 10 years listed only:**

- TKE Modernization Operations Mgr.            Oct 2021– Present
- TKE Modernization Superintendent            Oct 2020 – Oct 2021
- TKE NI Regional Project Manager            Oct 2019 – Oct 2021
- Elevator Inspection & Certification            Nov 2017– Oct 2019
- TKE Operations Mgr / Project Mgr.            Aug 2011– Oct 2017

- **Major projects worked on:**

- Denver VA Medical Centre - Aurora, CO
- Fort Bliss Army Hospital - El Paso, TX
- MSG Sphere Entertainment Venue - Las Vegas, NV
- City Centre Hotel Casino Resort - Las Vegas, NV



## Marc Erlanger – Mod Project Manager

### TKE Denver, CO Modernization Team

- **Education**

- BS-BA Southeast Missouri State University, MO - May 2018

- **Certifications / licenses / skills**

- OSHA 30-Hour Construction Safety and Health Certification

- MS Office/Suite proficient

- Oracle systems proficient

- **Experience – last 10 years only listed**

- TKE, Modernization Project Manager Aug 2021 - Present

- TKE, NI Superintendent Feb 2020 - Aug 2021

- Sage Rider Inc., Field Supervisor & Account Mgr. Aug 2018 - Feb 2020

- MDE Construction, Owner & Operator June 2016 – Aug 2018

- Sports Car Centre Inc., Mechanic May 2015 – June 2016

- Shiloh Rental Properties, Maintenance Supervisor May 2013 – May 2015

- **Major projects worked on:**

- 633 17th Street High Rise – Denver, CO

- Denver Central Library - Denver CO

- PHX Sky Harbour Sky Train Station - Phoenix AZ

- Valleywise RSVT Campus Hospital - Phoenix AZ



## **Desiree Snyder – Mod/NI Coordinator**

### **TKE Denver, CO Modernization Team**

- **Education:**

- University of Denver; Bachelor of Science in Business Administration - 2003

- **Certifications / licenses / skills:**

- Series 6 and 63 Financial Licenses

- Payroll / Benefits Specialist

- MS Office Suite proficient

- Oracle systems proficient

- **Experience – last 10 years listed only:**

- TKE New Installation and Modernization Coordinator - July 2023-Present

- Stay at Home Mother - March 2007- July 2023

- **Major projects worked on:**

- Denver International Airport (DIA-DEN) – Conveyance Modernization Projects – Phases 1 & 2 (task orders 5, 6-13)

- Mint Urban, Denver/CO, Modernization

- SCL Health Lutheran Replacement, Denver/CO, New Installation

- COPIC Companies, Denver/CO, Modernization

- Park Lane Condos, Denver/CO, Modernization

- Swedish Medical Center, Englewood/CO New Installation

- 1600 Glenarm, Denver, CO- Modernization/ New Installation

- Regency Plaza, Denver, CO- Modernization

- Forum Apartments, Denver, CO- Modernization



## **Jessii Kasprzak – Mod/NI Coordinator**

### **TKE Denver, CO Modernization Team**

- **Education**

- Elgin Community College: Elgin, IL (2003- 2005)

- **Certifications / licenses / skills**

- Payroll/ Benefits Specialist

- MS Office Suite proficient

- Oracle proficient

- **Experience – last 10 years listed only:**

- TKE Office Coordinator - Oct 2022- Present

- Maurices, Women's Clothing Store, Store Leader - Oct 2020- Oct 2022

- Justice, Young Girls Clothing Store, Store Leader - June 2012- August 2020

- Express, Men's/ Women's Clothing Store, Assistant Leader - April 2004- April 2012

- **Major projects worked on:**

- Denver International Airport (DIA-DEN) – Conveyance Modernization Projects – Phases 1 & 2 (task orders 5, 6-13)

- Mint Urban, Denver, CO- Modernization

- Park Lane, Denver, CO- Modernization

- SCL Health Lutheran Replacement, Wheat Ridge, CO- New Installation

- COPIC Companies, Denver, CO- Modernization

- 1600 Glenarm, Denver, CO- Modernization/ New Installation

# COLORADO OPERATIONS

General Manager

Greg Nygren

## Denver

## Denver Airport

Service/Repair Ops Manager

Open

Service Superintendent

Steven Lewis

Repair Superintendent

Christopher Jennings

Superintendent

Cameron Cave

MOD Ops Manager

Scott Buttler

MOD Superintendent

Dylan Barnes

MOD Superintendent

Marc Erlanger

NI Ops Manager

AJ Drago

NI Superintendent

Adam Koester

Project Manager NI

William Reyes Silvis

Project Manager NI/MOD

Ben Morton

Service/Repair Superintendent

Jeff O'Neal

Service/Repair Superintendent

Jymm Klein

Service/Repair Superintendent

Ashley Lucas

Associate Superintendent

Michael Johnson

MOD Project Manager

Tony Makela

MOD Project Manager

Jeff Massey

See support staff on next slide

Additional 1-2 staff to be added potentially with award of Phase 3 (if awarded to TKE)

All above noted personnel directly support and work on DIA-DEN projects, both new installation (NI) and modernization projects/task orders.

## Eagle

Service/Repair Superintendent

Greg Rao

Service/Repair Superintendent

Chris Marchenkoff

## Colorado Springs

Service/Repair Superintendent

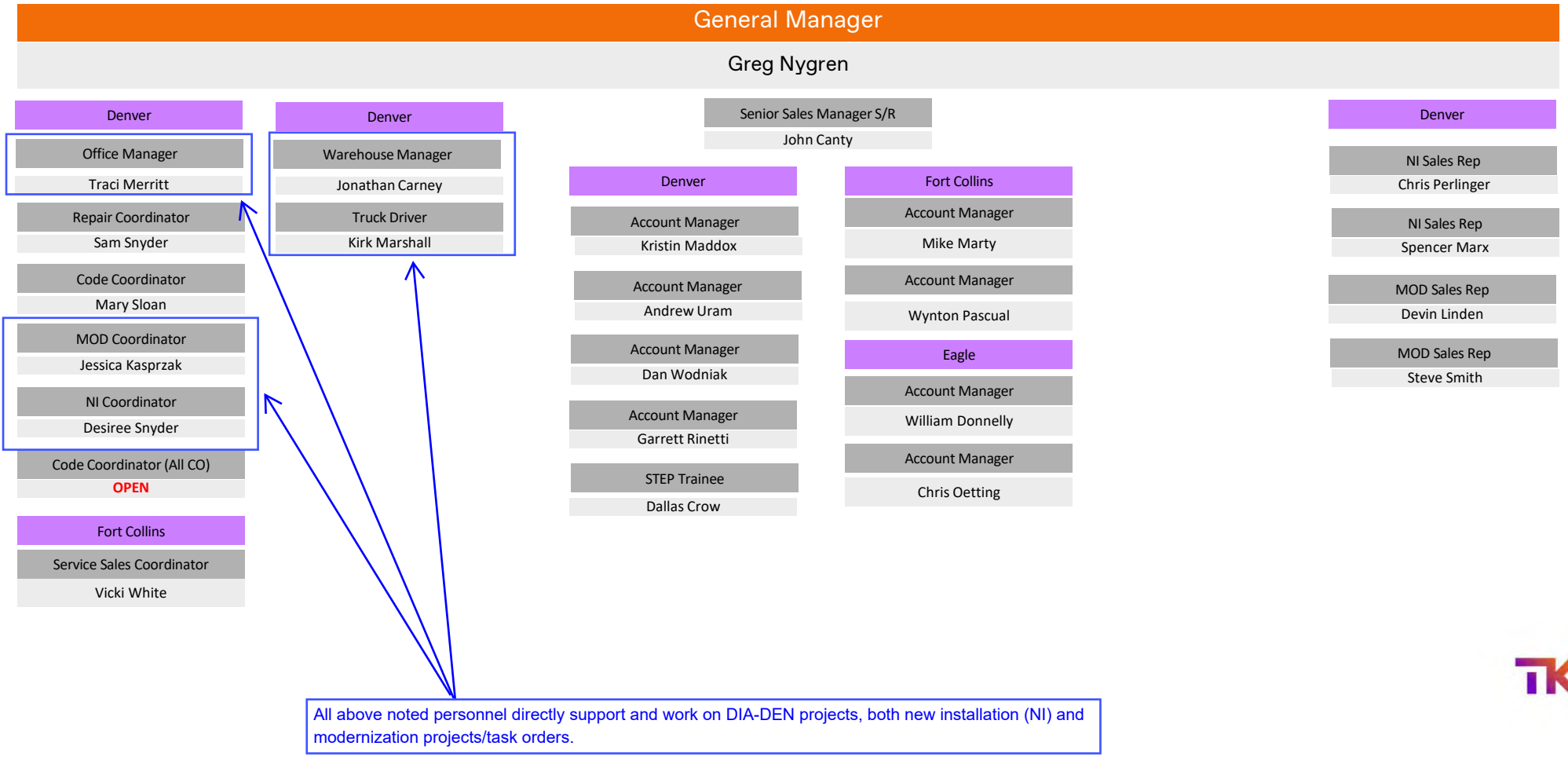
Bill Kopp

## Fort Collins

Service/Repair Superintendent

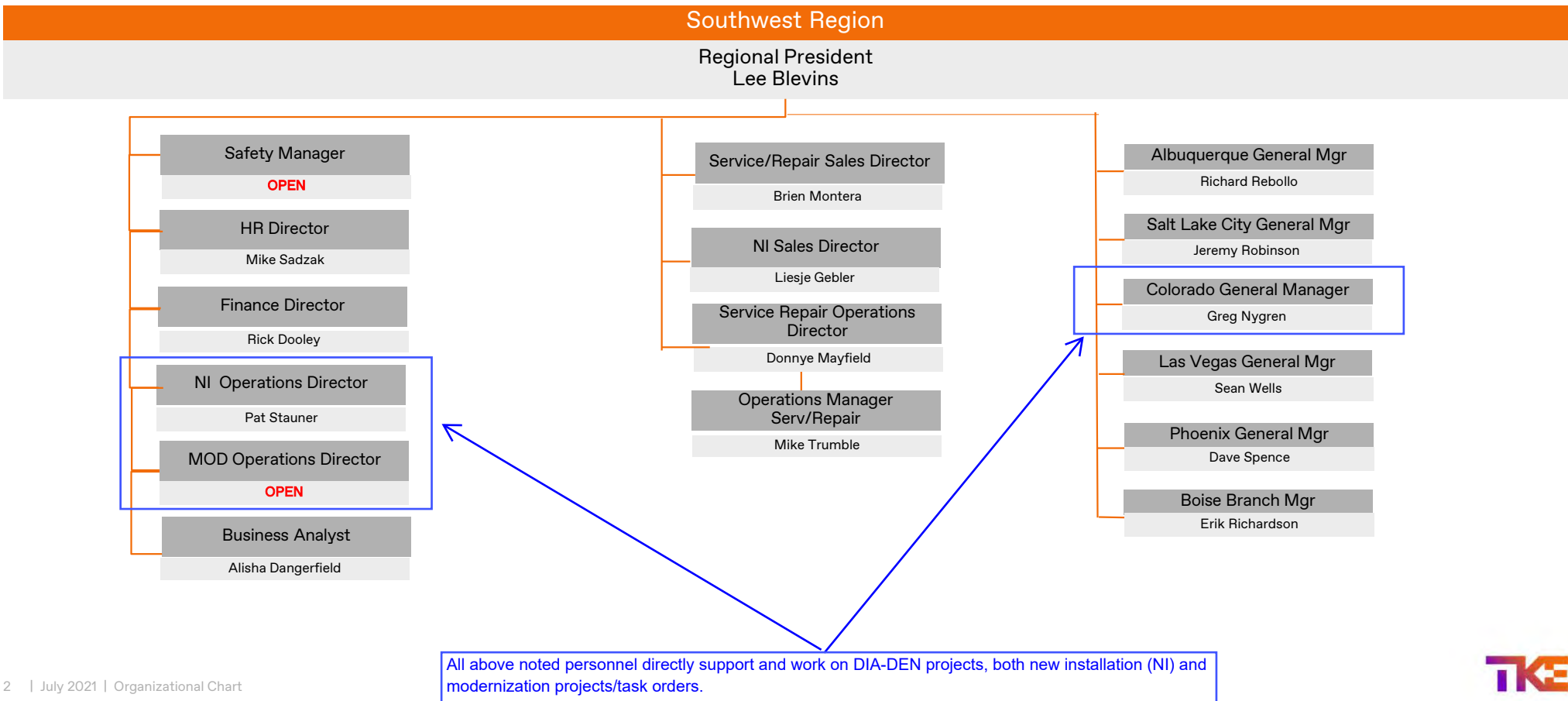
Randy Donahue

# DENVER—SALES, WAREHOUSE, & COORDINATORS



# ORGANIZATIONAL CHART

## Southwest Regional Leadership





*Section 7 sub-section –*  
Gilmore Construction Resumes/ Information



# Resumes / Org Chart



## Construction Services for DEN Passenger Conveyance Modernization Phase 3

June 29, 2023

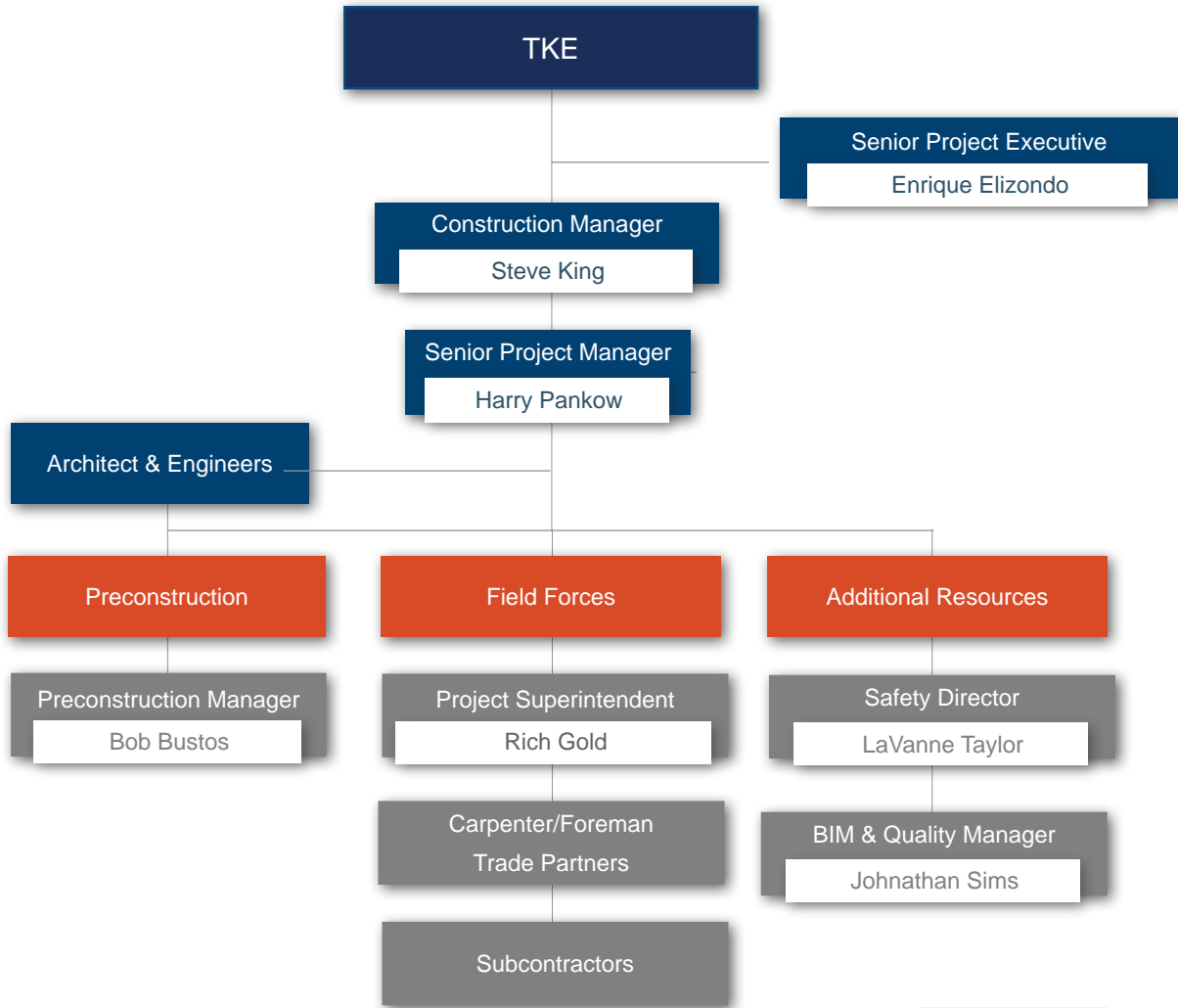


Submitted by: Gilmore Construction Corporation

# Section 3 Team Structure



OUR PROPOSED TEAM HAS COMPLETED **SEVEN CONVEYANCE PROJECTS** AT THE DENVER INTERNATIONAL AIRPORT



## REFERENCES FOR OUR TEAM

Please use the following references for all team members:

**Mr. Russell Carr**  
United Airlines  
Senior Manager - Corporate Real Estate Planning & Development  
303.210.2175 | Russell.D.Carr@united.com

**Mr. David Mashburn**  
DEN  
Project Manager - Airport Infrastructure Management  
630.803.5077 | David.Mashburn@flydenver.com

# ENRIQUE ELIZONDO

## Senior Project Executive

### Key Qualifications:

Over 25 Years of Construction Experience | Currently Overseeing all Projects at DEN and Conveyance Projects



### EDUCATION

B.S. and B.A., Real Estate and Construction Mgmt, Minor in Economics, University of Denver

MBA in Strategic Management, Regis University

200-Hour Yoga Teacher Training Asana Studio

### CREDENTIALS

- Fluent in Spanish
- HCC Board Member/ President
- HCC Contractor Academy President
- US Army Corps of Engineers CQM Certified
- ASHE Healthcare Construction Certified
- ASHE Infection Control Certified
- General Contracting A License
- CPR & First Aid Certification

### PROFILE

Enrique Elizondo is a professional with over 25 years of invaluable experience in construction management along with implementing and improving project methodologies and procedures. He is a results-driven leader who has a proven background in a variety of construction industries. These industries include land development, heavy highway, municipal, healthcare, an education construction. As a motivated team lead, Enrique is proven to capture 100% of employee support, cost controlling, and process-improvement strategies. He is known for his extensive leadership abilities and talent in assembling and managing multi-discipline project teams. Clients appreciate Enrique's drive, work ethic, and willingness to succeed with a positive and proactive approach. He has a proven success record in customer and vendor relationships, with the ability to adapt quickly that helps build long-term working relationships. Gilmore's succession plan has fast-tracked Enrique to be our president due to his proven leadership qualities and strategic planning skills.

### SELECT PROJECT EXPERIENCE

United Airlines BHS Opening Day A_B West	\$15,000,000
Delta Airlines Concourse A East Relocation	\$4,300,000
DEN South Checkpoint Expansion	\$3,400,000
DEN On-Call International Elevator Upgrades	\$3,400,000
United Airlines Building FTD, Scheduling Room Reconfiguration	\$753,000
DEN ASL North Checkpoint	\$907,000

### OTHER PROJECT EXPERIENCE

Chase Bank Renovation, Telluride	\$1,830,000
Chase Bank Colfax & Speer Expansion & Renovation	\$2,600,000
SCL Health/ Platte Valley Medical Center, Surgical Unit Renovation	\$8,200,000
Cherry Creek School District West Middle School Renovations	\$9,039,000
Banner Health N.Colorado Medical Ctr Patient Room Renovation	\$9,607,000
Boulder Valley Dist. Louisville Middle School Addition/Renovation	\$13,032,000
Aurora Public School Vista Peak High School North Wing Addition	\$17,000,000
FreshLo HUB and Community Center	\$30,000,000
Mt. San Rafael Hospital Expansion and Renovation	\$36,000,000
Littleton Public School Newton Middle School Campus	\$67,000,000
CoBank Center	\$76,059,000
Kaiser Permanente Lone Tree Medical Offices	\$86,193,000

# STEVE KING

## Construction Manager

### Key Qualifications:

Has Consistently Worked at DEN for the Past Five Years | Familiar with the conveyance projects



### PROFILE

As Gilmore's Aviation Division's Project Manager, Steve manages a variety of new, remodel, and renovation projects at DEN. He is known for his collaborative leadership style and works with key stakeholders to deliver projects that are not only on budget and schedule, but also maintain quality, safety, and durability. Steve enjoys the challenges offered by complex and fast-paced projects while delivering on the clients' goals.

### EDUCATION

Bachelors of Science,  
Construction Management,  
Colorado State University

### CREDENTIALS

- Serves as Gilmore's Authorized Signatory for DEN Airport Project Team
- OSHA-30 Hour Certification
- Completed Training Job site Safety in Spanish
- Drug & Alcohol Reasonable Suspicion Certification

### SELECT PROJECT EXPERIENCE

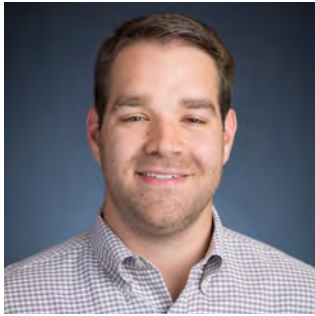
United Airlines BHS Opening Day A_B West	\$15,000,000
United Airlines-Siemens Baggage Concourse B	\$5,300,000
United Airlines, Concourse B West T.I.	\$3,300,000
United Airlines, Flight Kitchen Rehab	\$1,800,000
United Airlines, Concourse A West GOTF	\$1,600,000
United Airlines, Gate B35 Holdroom Renovation	\$1,100,000
United Airlines, GARDI Works	\$1,100,000
United Airlines, Internal WiFi	\$878,000
United Airlines, SRM Crane Replacement	\$531,000
United Airlines, CEP B West Holdrooms	\$428,000
United Airlines, Jet Ramp WiFi Replacement WAPS	\$108,000
United Airlines, RIDS Relocate	\$67,000
United Airlines, TSA Barrier Walls	\$76,000
United Terminal Phase 1 Move0in Projects	\$205,000
United Airlines, Lighting Notification System	\$30,000
United Airlines, Concourse B West RIDs Gate Houses	\$41,000
United Airlines, Concourse B West Holdroom	\$465,000
United Airlines, Virtual De-Icing	\$657,000
Delta Airlines Concourse A East Relocation	\$4,300,000
DEN TSR - Paramedics	\$484,000
DEN TSR - Denver Police Dept	\$268,000
DEN TSR - Mailbox	\$261,000
DEN Colorado Lottery Experience T.I.	\$220,000
DEN Turner-Flatiron, Site Capture	\$1,800,000
DEN Great Hall Central Monitoring Facility Completion	\$2,000,000
DEN Turner-Flatiron, Pump Rooms	\$7,400,000
DEN On-Call Auto Door Replacement	\$320,000
DEN- TSA Breakroom	\$639,000

# HARRY PANKOW

## Senior Project Manager

### Key Qualifications:

Has Consistently Worked at DEN for the Past Five Years | Over 20 Projects Completed at DEN | Familiar with Conveyance Projects



### EDUCATION

Bachelor of Science,  
Civil Engineering,  
Georgia Tech

### CREDENTIALS

- OSHA-10 Hour Certification
- Procore Certification
- MS Project Certified
- BlueBeam
- AutoCAD

### PROFILE

Harry specializes in aviation, transportation, infrastructure, and interior renovation projects construction projects. He has a history of successfully leading and executing the day-to-day management of projects, adhering to strict compliance and regulations, working within tight deadlines and meeting the established budgets. In his time with Gilmore, he has proven to be a true leader through his communication style and interpersonal skills in order to acquire resources and coordinate the efforts of team members and third-party contractors to deliver exceptional projects according to plan. Harry's adaptability to assess complex situations quickly and maintain composure under pressure in high stress situations is a contributor to his overall project management success. As a result, he delivers construction outcomes that meet high standards — and our clients' requirements and expectations.

### SELECT PROJECT EXPERIENCE

United Airlines-Siemens Baggage Concourse B	\$5,313,000
United Airlines SRM Crane Replacement	\$531,000
United Airlines CEP B West Holdrooms	\$428,000
United Airlines Gate B35 Hold Room Renovation	\$1,100,000
DEN Terminal Space Relocation- Paramedics	\$483,000
DEN Terminal Space Relocation- DPD	\$267,000
DEN Terminal Space Relocation- TSA Breakrooms & Offices	\$639,000
DEN Terminal Space Relocation- Money Exchange	\$468,000
DEN Terminal Space Relocation- American Airlines Baggage	\$225,000
DEN Terminal Space Relocation- Mailboxes	\$261,000
DEN Terminal Space Relocation Materna and Terminal Ops	\$528,000
DEN Terminal Space Relocation DEDO Relocation	\$750,000
DEN Southcheck Point A	\$966,000
DEN ASL North Checkpoint	\$686,000
DEN South Checkpoint Expansion	\$3,400,000
DEN Turner-Flatiron - Site Capture	\$1,700,000
DEN Turner-Flatiron Pump Rooms	\$7,387,000
DEN Central Monitoring Facility Completion	\$2,000,000
DEN TKE AGTS Arrivals Conveyance Upgrades	\$2,100,000
DEN TKE CCC Conveyance Upgrades	\$2,200,000
DEN TKE FIS Conveyance Upgrades	\$1,344,000

# BOB BUSTOS

## VP of Preconstruction Services

### Key Qualifications:

DEN Experience | Over 40 Years in Construction | Great Relationships with Qualified Subcontractors | Fast-Track Tenant Improvement Experience



### PROFILE

Bob Bustos brings more than 40 years of experience in the construction industry. He is currently overseeing all of Gilmore Preconstruction Services. Bob previously oversaw all DEN projects as a project executive so he brings vast knowledge of what it takes to complete projects at DEN. Bob has exceptional relationships with local, qualified subcontractors. With a depth of experience in preconstruction and construction, Bob will be a critical leader to ensure the project is set up for success.

### EDUCATION

Bachelor of Architectural Engineering,  
Community College of Denver

### CREDENTIALS

- 2015 IBC Certification
- OSHA-10 Hour Certification
- AHA CPR & First Aid Certified
- CAHED Member
- ASHE Certification
- U.S. Army Corps of Engineers, Construction Quality Management for Contractors Certificate
- Lean Design & Construction Boot Camp

### SELECT PROJECT EXPERIENCE

United Airlines, Concourse B Restack	\$13,000,000
UCHealth Carbon Valley Medical Center, Firestone, CO	\$7,000,000
Denver Federal Center / GSA Repair and Alternations IDIQ	\$5,700,000
United Airlines, Denver, CO, OONE/RID	\$3,600,000
United Airlines, Flight Kitchens Consolidation (Phase 1)	\$2,530,000
UCHealth AOP Room 7219 Service	\$2,000,000
Denver Federal Center Bldg 95 – Lab Renovation	\$2,100,000
Kaiser Fitness Refresh, Exam Rooms & Mechanical, Lakewood, CO	\$1,600,000
UCHealth Cherry Creek Remodel	\$1,700,000
UCHealth CeDAR Ligature Mitigation Behavioral Health	\$1,154,000
United Airlines, Cargo Refresh Design Build, Denver, CO	\$1,300,000
UCHealth Highlands Ranch Hospital Renovations	\$1,200,000
United Airlines, Chelsea Boiler Replacement, Denver, CO	\$1,000,000
Kaiser Permanente Medical Office Building Remodel, Ft. Collins, CO	\$869,000
UCHealth Broomfield MRI Trailer/Walkway	\$831,000
UCHealth Central Park Sleep Lab	\$513,000
United Airlines, Denver, CO, Support Facility Break-rooms	\$550,000
UCHealth Peoria Virtual ICU	\$408,000
UCHealth Endoscopy Room 16	\$300,000
Kaiser Grant Street Remodel, Denver, CO	\$203,000
UCHealth Peoria Generator	\$200,000

# RICH GOLD

## Superintendent

### Key Qualifications:

Experience at DEN | Experience with Conveyance Projects |  
Relationships with current DEN Employees



### EDUCATION

B.S. Construction  
Management,  
Colorado State University Ft.  
Collins

### CREDENTIALS

- OSHA 30-Hour  
Certification
- Asbestos Training and  
Awareness
- Storm Water  
Managemetn  
for Construction  
Certification

### PROFILE

Rich has more than a decade of construction experience and is an excellent superintendent for any project. He has worked with an array of clients to include: federal, municipal and private owners. He is a highly skilled communicator while interfacing with the owner, designer, and construction team. His is recognized for his ability to plan, orchestrate and ensure the successful execution of the field activites in compliance with contract documents. He is also adept at change management, contract negotiations and the acquisition of building permits. Our clients stay informed about the project progress and site-specific challenges from preconstruction planning through project closeout.

### SELECT PROJECT EXPERIENCE

United Airlines CCB West T.I.	\$3,300,000
United Airlines Flight Kitchen Rehab	\$1,800,000
United Airlines Virtual De-Icing	\$657,000
United Airlines Terminal Phase 1 Move-In Projects	\$55,000
DEN TKE AGTS Arrivals Conveyance Upgrades	\$2,068,000
DEN South Checkpoint Relocation	\$500,000
DEN Fire Pump Fuel Line	\$342,000
DEN TKE Elevator, Escalator, & Moving Walks	\$302,000
DEN Terminal Space Relocation- Mailboxes	\$261,000
DEN Terminal Space Relocation- Paramedics	\$483,000
DEN Terminal Space Relocation- DPD	\$267,000
DEN Terminal Space Relocation- TSA Breakrooms & Offices	\$639,000
DEN Terminal Space Relocation- Money Exchange	\$468,000
DEN Terminal Space Relocation- American Airlines Baggage	\$225,000

# LAVANNE TAYLOR

## Safety Director

### Key Qualifications:

Current Safety Oversight of DEN Projects | Experience with Overseeing Safety of DEN Conveyance Projects



### EDUCATION

Bachelor of Arts, Supervision and Management, Associate of Science, Health and Safety Management, Broward College

### CERTIFICATIONS

- OSHA #510 & #500
- OSHA-30 Hour Certifications
- CHST Certification
- Fall Protection Certification
- CPR, AED, & First Aid Certified
- Drug & Alcohol Reasonable Suspicion Certification

### PROFILE

LaVanne Taylor brings a wealth of safety officer abilities and skills, extensive OSHA knowledge and certifications. Her responsibilities include overseeing construction crews, conducting site-specific safety orientations, performing safety audit inspections and leading safety trainings for employees and subcontractors. She is adept at developing comprehensive safety plans for all locations, working closely with field management to maintain safety and staying up to date on all safety requirements.

Actively involved in the field, LaVanne's overall responsibilities include making sure industry standards and government regulations are adhered to and strategically develop and implement QC procedures and efficient solutions to address discrepancies between the QC plan and contract requirements. Her overall outcome is to ensure all employees return home safely each day, improve operational efficiency, and reduce overall project costs.

### SELECT EXPERIENCE

- Performs site safety planning , inspections and auditing
- Ensures compliance with OSHA safety guidelines
- Performs quality control inspections and reports
- Provides safety and quality control training to employees and trade partners
- Surveys properties and construction layouts
- Assists with management of project schedules and subcontractor labor
- Oversees the subcontractor and labor qualification process
- Coordinator of client issues and needs

### SELECT CLIENT EXPERIENCE

- **United Airlines, Multiple Projects**
- **Denver International Airport (DEN), Multiple Projects**
- NREL Task Order Agreement
- City and County of Denver, Multiple Projects
- UHealth, Multiple Projects
- Kaiser Permanente IDIQ, Multiple Projects
- General Services Administration IDIQ, Multiple Projects





*Section 7 sub-section –*  
Intermountain Electric (IME) Resumes/Information

# George Griffiths

## Director of Service and Special Projects, Aviation



Mr. Griffiths has been in the electrical business since 1984, has worked at DEN for the last 26 years, and been with Intermountain Electric for 19 of those years. George has been solely dedicated to electrical and low voltage work at Denver International Airport during that time. He has the experience to coordinate complex, large scale projects, with specialized expertise in design/build projects and fast track projects.

### Project Experience

#### DEN Great Hall Phase 2

IME's work on this project includes all electrical, low voltage and special systems work. The scope of work on the project involves the relocation of two electrical rooms, relocation of a communications room, installation of a new triple escalator, installation of a temporary elevator, demo of the existing ticketing counters and the expansion of level 6 to make way for 17 new TSA security screening lanes.

#### DEN Great Hall Phase 1

The scope of work on Phase 1 redesigned the check in stations for United and Southwest Airlines. IME installed new kiosks for the airlines and a new baggage system. IME's scope also included all lighting and power, fire alarm and special systems in the designated Phase 1 area. IME helped guide the design team on this project when our input was needed. George was heavily involved in this project for its entirety.

#### DEN Concourse B East Expansion BE06

Work involves the addition of a new east end Concourse B expansion including new gate hold rooms and ten additional jet bridges. IME is completing all electrical distribution, fire alarm and emergency systems on this addition. The new addition adds a substantial amount of square footage to the concourse's apron, main and mezzanine levels, allowing United Airlines the room they need to grow their operations at DEN. IME was awarded the Subcontractor of the Month National Safety Award from the GC on this project.

#### DEN EFSO Replacement

Work on this project involved replacing the existing legacy Simplex system at DEN with a new PLC system. The IME team installed 9 new PCL control panels, a 15-mile fiber optic loop, over 600,000ft of XHHW, 10,000ft of twisted shielded cable, 39 thermal mass flow sensors and 170 new EFSO pushbutton stations in just 24 months. Most of the work on this job needed to be completed in underground vaults which were confined spaces and classified as Class 1 Division 1 Hazardous Locations due to the storage of jet fuel and explosive gasses. IME won an AGC ACE Award for Meeting the Challenge of a Difficult Job on this project in 2021.

### Credentials / Licensure

- National Apprenticeship Program-JATC/IBEW-NECA
- Journeyman License
- OSHA 10
- First Aid and CPR

Experience:  
38 Years

With IME  
since 2003

# Robert Kolpitzke

## Senior Project Manager



Mr. Kolpitzke has been with Intermountain Electric since 2005. His experience spans multiple positions such as Journeyman, Foreman, APM, Project Manager and Senior Project Manager. While with Intermountain Electric, Robert has worked on projects including tenant improvements, healthcare, commercial solar, high rise, and airline work. Robert has been based at DEN and working on specialty projects & service there for last 6 years.

### Project Experience

#### DEN EFSO Replacement

IME was contracted for the replacement of the existing Simplex Emergency Fuel Shut Off System with a new one and making repairs to the existing duct bank infrastructure. Much of the work on this project needed to be completed in underground vaults, which were confined spaces and classified as Class 1 Division 1 Hazardous Locations due to the storage of jet fuel and explosive gasses. IME installed 9 new PCL control panels, a 15-mile fiberoptic loop, over 600,000ft of XHHW, 10,000ft of twisted shielded cable, 39 thermal mass flow sensors and 170 new EFSO pushbutton stations in just 22 months.

#### Interim lvl 5.5 Temporary Ticketing

Baggage handling system modifications on Level 5.5 on conveyors TCG 1 and 2 and TCB 1 and 2, TCA 1 and X04. Modifications on TCG 1 and 2 took place prior to Delta/ Spirit Airlines move due to Great Hall Phase 2 progress. Modifications on TCB 1 and 2, TCA 1, and X04 modifications took place prior to the Frontier Airlines move in mid-august 2022.

#### Terminal Odd Size Lifts

Work on this project included electrical upgrades and modifications to lower T015N, T015S, T018 and a pet lift. IME installed new wireway, conduit, devices and completed the job with testing and commissioning.

#### DEN Switchgear Preventative Testing and Maintenance 2012, 2014 & 2018

IME's team completed monthly testing and preventative maintenance of a large number of 480-volt switchgears and 4160-volt switchgears and related equipment. Rob has been involved in managing these maintenance contracts for nearly a decade.

#### DEN On-Call Contracts

Robert oversees the management of all on-call contracts. Some of the on-call contract projects included installation of feeder replacement, cathodic protection, design build of GPS Station 5 & 6, hotel ice rink, MCCB1 replacement, ARFF 1 fire alarm, Jackson Gap traffic optimization, AOB submetering, Pena sign, employee parking charging stations, AOB lighting replacement, and more.

### Credentials / Licensure

- NFPA 70E
- OSHA 30
- Colorado Electrical License
- NECA level 200 Leadership Training
- CPR and First Aid

Experience:  
25 Years

With IME  
since 2005

# Tyler Widener

## General Superintendent



Tyler has been in the electrical business with Intermountain Electric since 1998. Tyler has been based at DEN for years and has completed a range of major projects on site. He has been responsible for every aspect of commercial and industrial electrical installations and service, including: fire alarm and emergency communications systems, security systems, high voltage terminations, industrial process control wiring, industrial motor control centers, conveyor systems, elevators and escalators, VFD's, panels, transformers, rectifiers, ups systems, switchgear, transfer switches, emergency power generating equipment, buss duct, bussed gutter and all forms of conduit and raceway.

### Project Experience

#### DEN EFSO Replacement

IME was contracted for the replacement of the existing Simplex Emergency Fuel Shut Off System with a new one and making repairs to the existing duct bank infrastructure. Much of the work on this project needed to be completed in underground vaults, which were confined spaces and classified as Class 1 Division 1 Hazardous Locations due to the storage of jet fuel and explosive gasses. IME installed 9 new PCL control panels, a 15-mile fiberoptic loop, over 600,000ft of XHHW, 10,000ft of twisted shielded cable, 39 thermal mass flow sensors and 170 new EFSO pushbutton stations in just 22 months. The project was completed in the fully operational airport without disrupting operations. The IME team was awarded an ACE award for their efforts on this job in 2021.

#### DEN On-Call Contracts

Work for on-call contract projects included: installation of feeder replacement, cathodic protection, design build of GPS Station 5 & 6, hotel ice rink, MCCB1 replacement, ARFF 1 fire alarm, Jackson Gap traffic optimization, AOB submetering, Pena sign, employee parking charging stations, AOB lighting replacement, CCTV Pena welcome sign, escalator heaters, tenant submetering, tunnel cathodic, ARFF 2 & 3 hood suppression, and more.

#### DEN Concourse C East Special Systems

This project involved security systems, fire alarm systems, emergency communications systems, mass notification systems, main power and distribution systems, communication systems, lighting systems, CCTV, tenant finish and remodel, boarding gate additions, passenger loading bridge additions and replacements.

#### DEN Concourse A

Projects included security systems, fire alarm systems, main power and distribution systems, jet way systems, communication systems, lighting systems, international gate and security systems, CCTV.

### Credentials / Licensure

- City and County of Denver Fire Alarm Systems Installer License
- OSHA 30
- OSHA 20 Supervision and Leadership Training Course
- First Aid and CPR
- NFPA 70E
- Journeyman License
- Master Electrician License
- NICET Level II
- First Aid and CPR

Experience:  
24 Years

With IME  
since 1998

# Connor Vonesh

## Project Manager



Connor Vonesh has been with Intermountain Electric for 5 years. He gained valuable knowledge from Colorado State University graduating with a major in business real estate and minor in construction management. Since his graduation and joining Intermountain Electric, he has held multiple positions such as Project Engineer, Assistant Project Manager, and Project Manager. Connor deals with specialty and service projects that range in value.

### Project Experience

#### **DEN Security Expansions**

At both North and South Security checkpoints lanes were moved and reconfigured to provide TSA with more lanes for screening. This scope of work included both electrical and low volt to above and in the train tunnel. Coordination with the stakeholders such as DEN and TSA were essential for completing the project on schedule.

#### **United Airlines Concourse B Baggage Handling System**

Project included the installation of 35,000ft of new high-speed conveyor system. Work on the job included updating the existing switchgear and breakers, installing new control rooms and IDF rooms, data and fiber. A LED lighting upgrade was completed with new inverter banks. Lastly, IME updated the fire alarm and ECS system in the conveyor path.

#### **Emergency Fuel Shut Off Replacement (EFSO)**

The replacement of the existing Simplex system necessitates two additional scopes of work as well as repair to existing duct bank infrastructure. The first is that the existing EFSO hand station I/O modules that communicated with the Simplex system must be replaced with modules capable of communicating with the new PLC system.

#### **Denver International Airport Electrical On-call Contracts**

Two \$4 million on call contracts. Some of the on-call contract projects included installation of feeder replacement, cathodic protection, design build of GPS Station 5 & 6, hotel ice rink, MCCB1 replacement, ARFF 1 fire alarm, Jackson Gap traffic optimization, AOB submetering and lighting replacement, tenant submetering, tunnel cathodic, ARFF 2 & 3 hood suppression, AOB PLC upgrades. Westin smoke control, west economy lights, ECS A panel revisions, CUP boiler enabling, two-way communications and more.

#### **MOD 1E Tenant Relocation**

This project included moving seven tenants from their existing location to a new location to allow for the Great Hall Phase 3 to kickoff. The office buildouts included electric, low volt, lighting, fire alarm and emergency communication systems. Due to many areas turning over at once, this involved heavy coordination with DEN Life Safety and the Denver Fire Department.

### Credentials / Licensure

- First Aid and CPR
- Business Real Estate Degree from CSU
- Construction Management Minor from CSU

Experience:  
5 Years

With IME  
since 2018

# Chris Taylor

## Superintendent



Mr. Taylor has been in the electrical business since 1999, and with Intermountain Electric since that time. He has served in a supervisory capacity for well over a decade and is currently a Superintendent. He has been responsible for every aspect of electrical installations, including tenant finish, branch power and lighting, industrial process control wiring, industrial motor control centers, VFD's, panels, transformers, rectifiers, UPSs, switchgear, transfer switches, emergency power generating equipment, FA and EC Systems and all forms of conduit and raceway.

### Project Experience

#### **DEN Switchgear Preventative Testing and Maintenance 2012, 2014 and 2018 Contracts**

IME's team completed monthly testing and preventative maintenance of a large number of 480-volt switchgears and 4160-volt switchgears and related equipment. Chris has been involved in the direct field oversight of these maintenance contracts for nearly a decade. Chris has been the direct contact between IME and DEN Power Management to coordinate shutdowns. He also oversees all communication between IME and subconsultant Vertiv.

#### **DEN Concourse C East Special Systems**

This project involved security systems, fire alarm systems, emergency communications systems, mass notification systems, main power and distribution systems, communication systems, lighting systems, CCTV, tenant finish and remodel, boarding gate additions, passenger loading bridge additions and replacements.

#### **DEN Concourse A 5 Gate Addition**

This \$1.25 million dollar project involved power and control wiring for the addition of 5 new passenger loading bridges, distribution and branch power and lighting, fire alarm, emergency communications, and security systems.

#### **DEN Concourse A**

Projects included security systems, fire alarm systems, main power and distribution systems, jet way systems, communication systems, lighting systems, international gate and security systems, CCTV. IME was also responsible for completion of international gate guidance system at Concourse 'A' passenger loading bridge replacements.

#### **DEN Central Plant Boiler Replacement**

Project included distribution power, branch power and lighting, industrial process control wiring and fire alarm modifications.

### Credentials / Licensure

- Journeyman License in CO
- Confined Space Competent Person
- NFPA 70E 2018
- NECA Leadership Training Level 100 2018
- Denver Fire Alarm System Journeyman Installer License
- Denver Mass Notification Communication System Journeyman Installer License
- Sexual Harassment for Supervisors Certification
- Ethnic and Compliance Certification
- Defensive Driving Course Certification
- OSHA 10, 30
- OSHA 20 Supervision and Leadership

Experience:  
23 Years

With IME  
since 1999















# Exhibit I - Construction Core Staff Labor Rate Proposal Instructions

**Data Entry is only allowed in the yellow highlighted cells**

**A Core Staff Labor Rate worksheet (Exhibit I) must be prepared and submitted for the Prime Contractor and for each subcontractor with salaried Core Staff employees anticipated to be used during the term of this Agreement.**

**All Subcontractors selected subsequent to the execution of this Agreement with core staff must prepare an Exhibit K and an Exhibit L and have both their Multiplier Factor and hourly billing rates approved prior to commencing work at DIA.**

Complete the tabs/worksheets in order left to right. Information in earlier tabs is linked to later tabs as appropriate.

Custom "Drop Down Lists" are created as you enter specific Company Names, and default "Drop Down Lists" provide required choices for Job Titles and Experience Levels. Your data entry will create these custom "pick lists".

Before entering any individual employee data, all information should be entered on the 'Company and Contact Info' tab first.

If it is anticipated that **Subcontractor Core Staff** will be used during the execution of Task Orders, a separate Exhibit K and Exhibit L must be submitted for each subcontractor.

1. On the "Company and Contract Info" tab enter the Prime Contractor in the header area. For each company enter the Fringe Benefit Multiplier Percentage that was calculated on the Exhibit K and identify any MBE,WBE,SBE, or DBE certified entities.

2. On the "Core Staff Labor Rate" tab, enter all salaried employees anticipated to work on this contract. Job Titles in the drop down list are located on the "Lookup Tables" tab with detailed job descriptions. The "Lookup Tables" and the "Job Title Mapper" tabs may be helpful when trying to match your employee's job title to the standardized job titles required for use in this process. If the Job Title "Other" is selected in column "D", enter the actual Job Title in column "E".

3. Employee Hourly Wage (col. H): Enter the employee's annual salary divided by 2,080 hours. The base salary may include employee specific benefits like: Vehicle Allowance, Cell Phone Allowance

The Allowance amounts will be assumed to reflect a 40 hour week, 80 hour bi-week, or 173.33 hour month.

Nothing more. No benefits, fringe, overtime premium, or overhead amounts shall be added to the annual salary amount.

### **Submit to DIA along with your proposal:**

1. An electronic version of the Exhibit I file in an Excel 2010 format. Do not submit an Adobe pdf file.
2. Current redacted payroll registers for each employee on this Exhibit L.

**If the above required documentation is not submitted completely, your proposal may be deemed Non-Responsive.**

# Exhibit I

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## Contractor Core Staff Rate Proposal TK Elevator

**Contract Name: Passenger Conveyance Modernization, Phase 3**

**Contract Number: 202366615**

---

### **“Company Proprietary Information”**

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

This Excel worksheet file is password protected.  
Any attempt to break the passwords or alter the worksheet formulas will  
disqualify the proposer from further consideration and  
may be grounds for termination of the contract.

**August 31, 2023**

Revision Date: 2012-09-13

**City and County of Denver**



**Planning and Development Division**

**Company & Contract Information**

Contractor Name		Contract Number	
TK Elevator		202366615	
Contract name			
Passenger Conveyance Modernization, Phase 3			
	<b><u>Company Name</u></b>	<b><u>Enter the Fringe Benefit Multiplier Factor from Exhibit K</u></b>	<b>MBE WBE SBE or DBE</b>
1	TK Elevator		
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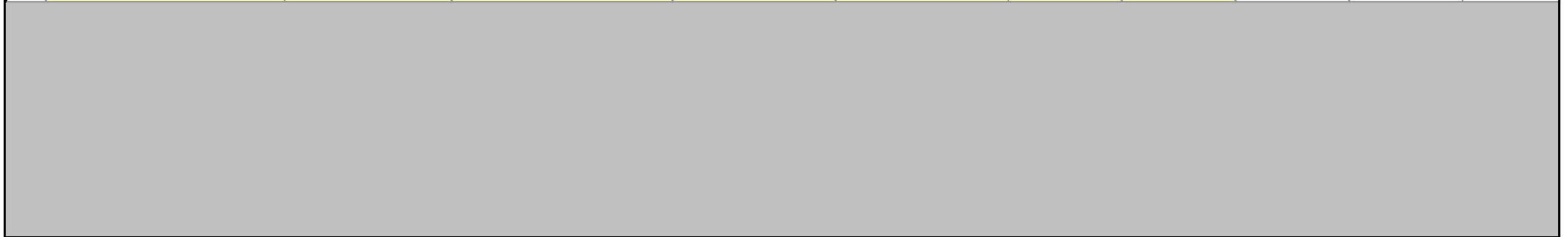




## Core Staff Labor Rate Data Entry Worksheet

	Select the Contractor Company <small>(Use the elevator bar to get to the top of the list)</small>	Enter the Employee Name	Select the appropriate Job Title	If "Other" is selected in column 'D' provide actual Job Title	Select the appropriate Experience Level	Enter the Employee Hourly Wage (Salary / 2,080)	Hourly rate for Allowances on the Payroll Register	Total Base Hourly Rate	Multiplier Factor	Hourly Rate Charged to the City
1	Acme Construction	John Smith	Construction Project Manager		Level IV, Supervisory	\$48.08	\$2.00	\$50.08	38.50%	\$69.36
2	Acme Construction	Ted Johnson	Project Superintendent		Level IV, Supervisory	\$40.14	\$1.50	\$41.64	38.50%	\$57.67
3	Acme Construction	Pete Williams	Assistant Project Superintendent		Level III, Developmental	\$36.30		\$36.30	38.50%	\$50.28
4	Acme Construction	Mary Sinclair	Project Engineer		Level III, Full Experience	\$35.58		\$35.58	38.50%	\$49.28
5	Acme Construction	Bill Stanley	Office Engineer		Level III, Full Experience	\$34.62		\$34.62	38.50%	\$47.95
6	Acme Construction	Joan Anderson	Construction Data Entry		Level III, Full Experience	\$20.91		\$20.91	38.50%	\$28.96
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Sample



# EXHIBIT J

## ON-CALL CONSTRUCTION

### TASK ORDER PROPOSALS AND EXECUTION PROCESS

Revised: January 2020

## 1 INTRODUCTION

### 1.1 THE FACILITY DESCRIPTION

1.1.1 The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities.

### 1.2 GENERAL SCOPE

1.2.1 The Airport maintains on-call construction contracts to provide various construction work on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems and may involve various disciplines depending on the scope of the contract, including structural; mechanical; electrical; plumbing; life safety; fire alarm; fire protection; controls and automation; telecommunications; interior finishes; demolition; site surveying; site preparation, and materials testing. Conducting this construction work may include pre-construction planning; scheduling; cost estimating; permitting; mobilization; self-performance of work; subcontractor management; site supervision; quality control planning and management; safety planning and management; coordination with DEN stakeholders; participation in construction update meetings; and closeout activities. In addition to the types of projects described above, the Contractor may be tasked to participate in the design phase of a project by providing pre-construction services.

1.2.2 Should a Task Order scope of work require a discipline that is not currently represented on the Contractor's team, the Contractor will be requested to add that discipline as part of the team for that specific Task Order scope of work. Contractor will identify a specialty subcontractor for the required discipline and will submit the subcontractor's qualifications, personnel pay classifications, and agreed hourly billing rates for approval by DEN.

1.2.3 The term "Task Order" when it is used in this Agreement includes all of the work associated with the proposal preparation and construction management for any and all construction services as requested by the Senior Vice President of Airport Infrastructure Management Development (SVP of AIM Development) or the designated DEN representative.

1.2.4 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.

## 2 CONTRACTOR'S SPECIFIC SCOPE OF WORK

### 2.1 CONTRACTOR SERVICES

2.1.1 The Contractor, as deemed necessary by the SVP of AIM Development or the designated DEN representative, will be required to provide construction work for specific task scopes of work. The Contractor must be a licensed general contractor in the State of Colorado and City and County of Denver. The Contractor's work performance requirements are detailed in, and its activities will comply with, the Agreement, the Denver Standard Specifications for Construction General Contract Conditions (referred to here as the General Conditions) and any other applicable Federal, state, and local Executive Orders, rules, regulations, or standards as specified in the Task Order.

2.1.2 Specific task scopes of work, which will be issued with a Task Notice for Proposal (TNP), may include but are not limited to the following:

- 2.1.2.1 Pre-construction planning
- 2.1.2.2 Scheduling
- 2.1.2.3 Cost estimating
- 2.1.2.4 Permitting
- 2.1.2.5 Mobilization
- 2.1.2.6 Self-performance of work
- 2.1.2.7 Subcontractor management
- 2.1.2.8 Site supervision
- 2.1.2.9 Quality control planning and management
- 2.1.2.10 Safety planning and management
- 2.1.2.11 Coordination with DEN stakeholders
- 2.1.2.12 Participation in construction update meetings
- 2.1.2.13 Pre-construction services
- 2.1.2.14 Closeout activities

2.1.3 Project Controls Requirements: The Contractor will be required to use the designated Project Management Information System (PMIS) and Primavera P6 compatible to comply with the requirements of DEN's Project Controls System. The PMIS is AIM Development's tool for project and information management, data analysis, and document control. DEN will be responsible for providing the licensing and training for PMIS. The Contractor will be responsible for providing a compatible Primavera P6 for its use. The Contractor will also be responsible for providing and maintaining the computer hardware, software, and system environment capable of supporting Project Controls System requirements. This is the only project management system that will be accepted.

## 2.2 TASK ORDER SCOPE OF WORK

2.2.1 The SVP of AIM Development or the designated DEN representative will issue to the Contractor a Task Notice for Proposal (TNP) for each specific Task Order. The Contractor will prepare and submit a Task Order cost proposal using the Standard On-Call Construction Proposal Form and its Task Order construction schedule within

14 days of receipt of the signed TNP, unless an alternate delivery duration is defined by the DEN Project Manager in the TNP. TNP's may not always result in an executed Task Order.

- 2.2.2 The Consultant shall provide a cost proposal that includes the following:
  - 2.2.2.1 A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scope of work performed by all subcontractors.
  - 2.2.2.2 A completed Standard On-Call Cost Proposal Form broken down by personnel pay classifications, agreed hourly billing rates, markups, schedule, and hours necessary to complete the Task Order scope of work. The proposal may not necessarily require utilization of the rates and markups submitted in the initial On Call Construction contract.
  - 2.2.2.3 A schedule identifying all phases of scope of work.
  - 2.2.2.4 Identification of lump sum not to exceed Task Order cost.

### 2.3 TASK NOTICE FOR PROPOSAL

- 2.3.1 For each Task Order scope of work issued, the City will review the Contractor's submittal, including the cost proposal and Task Order construction schedule. DEN may issue the same TNP to multiple on-call contractors in order to compete the work among multiple candidates. Once selected to proceed, the Contractor will not begin work on any Task Order scope of work without having received a fully executed Notice to Proceed (NTP) letter through DEN's PMIS. In the event of approval of the Contractor's proposal, the Contractor will perform such work within the time agreed and for the compensation that is approved by the SVP of AIM Development or the designated DEN representative.
- 2.3.2 DEN Technical Specifications and Criteria: Denver International Airport has developed specific technical specifications and criteria for, but not limited to, various mechanical, electrical, communications, security systems, structural systems, process procedures, etc. The Contractor will be provided those specifications and criteria, or other applicable criteria, for the execution of each assigned Task Order(s). Technical specifications shall not be used between multiple tasks without written approval of the DEN Project Manager.
- 2.3.3 Following this agreement, the Contractor acknowledges that the construction of the Task is produced in accordance with the Agreement, including its standard of care and accepts full responsibility for the execution of the Task Order according to the rules, regulations, and laws governing its activities.
- 2.3.4 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 extends beyond the Expiration Date and the Agreement is thereby extended, the Task Orders still being performed shall be performed on the previously-issued terms and Contractor shall not be entitled to any modifications to the unit prices or other amounts except those required by Prevailing Wage law, approved hourly rate increases pursuant to the Agreement, or any additional compensation for extended overhead or added costs.

#### 2.4 CONTRACTOR'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.4.1 The Contractor will assign a lead project manager to this Agreement who has experience and knowledge of construction industry standards. The project manager will be the contact person in dealing with the City on matters concerning this Agreement and will have the full authority to act for the Contractor's organization and at the direction of the SVP of AIM Development or the designated DEN representative. This project manager will remain on this Agreement during the entire Agreement term, while in the employ of the Contractor, or until such time that his / her performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the project manager.
- 2.4.2 Should the City request the removal of a project manager, the Contractor will replace that project manager with a person of similar or equal experience and qualifications. The replacement project manager is subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.3 The Contractor may submit, and the City will consider a request for reassignment of a project manager, should the Contractor deem it to be in the best interest of the Contractor's organization or for that project manager's career development or in the best interest of the City. Reassignment will be subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.4 If the City allows the removal of a project manager, the replacement project manager must have similar or equal experience and qualifications to that of the original project manager. The replacement project manager's assignment to this Agreement is subject to the approval of the SVP of AIM Development or the designated DEN representative. The hourly rate for the new project manager shall be approved by AIM Development, and it will not exceed the rate for the outgoing project manager. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Contractor or its project manager.

#### 2.5 DILIGENCE

- 2.5.1 The Contractor will perform the work defined by the individual Task Order scope of work in a timely manner and as directed by the SVP of AIM Development or the designated DEN representative.
- 2.5.2 The Contractor shall submit a current status of the project per Task Order at any time requested by the DEN Project Manager.

#### 2.6 COOPERATION

- 2.6.1 The Contractor will fully cooperate and coordinate with other Contractors and approved DEN consultants performing work at DEN, particularly those consultants and contractors whose work connects or interfaces with the Contractor's Task Order scope of work. The Contractor's cost proposal for each Task Order will include coordination with contractors that have current projects and future DEN projects that are identified at the time that the Contractor is preparing a cost proposal.

### 3 MISCELLANEOUS REQUIREMENTS

#### 3.1 EXISTING FACILITY INFORMATION

- 3.1.1 City Supplied Documents: As tasks are defined, DEN will make available documents, when they exist, related to that specific Task Order scope of work, such as
  - 3.1.1.1 Electronic files of Construction Drawings (Task Order Specific)
  - 3.1.1.2 Available BIM files for areas of work (Task Order Specific)
  - 3.1.1.3 Electronic copies of available Technical Specifications (Task Order Specific)
  - 3.1.1.4 3-D Scans of spaces (Task Order Specific)
- 3.1.2 Information Gathering: The Contractor will include in its cost proposal for each Task Order, the cost of providing personnel at DEN to gather Task Order information at DEN. This will include, but not be limited to review of hard copy project records documents, review of electronic record documents, site investigations, etc. The DEN electronic documents are not necessarily representative of as-builts conditions in the field. The Contractor's Task Order cost proposals will always include field verification of existing conditions as defined in each TNP. Once NTP is received by the Contractor, the Contractor will begin the Task Order as-builts.

#### 3.2 AIRPORT SECURITY REQUIREMENTS

- 3.2.1 Airport Badges: The Contractor will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original TNP documents, and DEN and Federal Aviation Administration rules and regulations.

### 4 TASK ORDER EXECUTION

#### 4.1 TASK ORDER NOTICE TO PROCEED

- 4.1.1 Notification: The City will provide written notification to the Contractor to proceed with a Task Order scope of work. This written notification will come in the form of a NTP letter through DEN's PMIS. The Consultant will not be authorized to proceed with the work described in this Agreement, including a particular TNP and the City will not be obligated to fund any work performed by the Contractor, until the City has provided signed, written notification to the Consultant that the work is to be performed.
- 4.1.2 Kick-off meeting: Upon written notification to the Contractor to proceed with a Task Order scope of work, the City will schedule and hold a meeting with the Contractor

and all stakeholders to review the scope of work and schedule, familiarize the Contractor with all internal processes, establish invoicing requirements, and establish required meetings dates. The City will provide monthly training for the Primavera Unifier system to Contractors as necessary.

- 4.1.3 Schedules: Immediately following the kick-off meeting, the Contractor shall submit to DEN's Project Manager, a rolling three-week, look-ahead schedule, for the following three week's work.

## 4.2 CONSTRUCTION

- 4.2.1 Required Documentation: Unless specifically identified in the TNP, refer to the project specifications for specific documentation requirements.
- 4.2.2 Submittals: Upon receipt of the executed Task Order and NTP letter, the Contractor will proceed with Task Order scope of work on all Task Order deliverables, submittals, meeting minutes, change requests, and shall be managed through the PMIS. All submittals shall include forms as directed by the Project Manager.
- 4.2.3 Contractor Change Request: Changes to the scope of work initiated by the Contractor will be issued to DEN's Project Manager via PMIS pursuant to the General Conditions, as modified by any Special Conditions. The request will include a Contractor Change Request (CCR), Change Directive Response (CDR), and Change Notice (CN) Checklist, all required documents as listed in the checklist, and a Standard On-Call Cost Proposal Form reflecting all costs associated with the change. Initiation of this request does not guarantee work request acceptance or grant schedule relief. Approval of the Contractor Change Request will be only be received by the Contractor through an executed Task Change Order in PMIS. The Consultant cannot proceed on any work changes without an executed Task Change Order. See General Conditions 1103 for further details.
- 4.2.4 Change Directive: A change directive is a written order, issued by the DEN Project Manager through PMIS, which directs the contractor to commence a change in the scope of work prior to complete agreement on or execution of a Task Change Order as provided in the General Conditions. Upon receipt of a change directive, the contractor will reply with a Contractor Change Request (CCR), Change Directive Response (CDR), and Change Notice (CN) Checklist and all required documents as listed in the checklist. Unless and until a completed change order is executed, all costs associated with the change will be tracked on a time and materials basis with a not-to-exceed maximum that is established by the DEN Project Manager. Final costs will be reconciled with the DEN Project Manager and a Task Change Order will be issued to finalize the change in scope. See General Conditions 1102 for further details.
- 4.2.5 Change Notice: A change notice is a written order, issued by the DEN Project Manager through Unifier, which directs the contractor to commence a change in the scope of work. The consultant cannot proceed on any work changes without an executed Task Change Order. Upon receipt of a change notice, the contractor will



reply with a Contractor Change Request (CCR), Change Directive Response (CDR), and Change Notice (CN) Checklist, all required documents as listed in the checklist, and a Standard On-Call Cost Proposal Form reflecting all costs associated with the change. The DEN Project Manager will then issue a Task Change Order to finalize the change in scope.

- 4.2.6 Pre-Construction Services: The Contractor shall provide pre-construction services to the City at hourly rates on a time and materials basis with a not-to-exceed maximum. Hourly rates for schedules, pre-construction project managers, and estimators shall be agreed upon prior to issuance of the Task Order as well as reimbursable rates. Deliverables defined in the TNP may include but may not be limited to project schedules and plans; logistical review, long lead item procurement; project estimating; coordination with subcontractors; environmental testing; and investigative forensics.

#### 4.3 TASK ORDER CLOSEOUT

- 4.3.1 Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the DEN Project Manager.
- 4.3.2 Task Order Closeout Checklist: The Contractor will work with the Project Manager to address all items on the Closeout Checklist.
- 4.3.3 Task Order Final Payment: Final payment and Task Order closeout shall be made in accordance with the terms and conditions of General Conditions 910.

## 5 REFERENCED FORMS

The following is an example list of forms that may be required for execution of Task Orders. It is not all inclusive.

Form Names
Daily Quality Control Inspector Report
Daily DEN Time and Materials Report
Request for Substitution
Request for Information
Final Pay Application Checklist
Certificate of Substantial Completion
Certificate of Final Completion and Acceptance of Work
Contractor Change Request (CCR), Change Directive Response (CDR), and Change Notice (CN) Checklist
Task Notice for Proposal (TNP)
Closeout Checklist
Standard On-Call Cost Proposal Form
Shutdown Request Form

END OF EXHIBIT

## FRINGE BENEFIT MULTIPLIER PERCENTAGE Calculation

### Exhibit K - Construction Agreements

**Proprietary and Confidential Information - Do Not Release**

Contractor's Name: **TK Elevator**  
 Project Name & Number: **Passenger Conveyance Modernization Project #**  
 Financial Information for the Year Ended: **9/30/2022**

Salary and Wage Expenses	Income Statement Amount Incurred	Adjustments +/- <u>Explanation</u> <u>Required</u>	Adjusted Income Statement Amount	% of Labor
Labor - Direct and Indirect	\$			
Employers FICA				
FUI/SUI				
Holiday/Vacation				
Sick Leave				
Health Insurance				
Workers Compensation				
Denver Occupational Tax				
Retirement Plan				
Other - provide explanation				
Total Fringe/Benefits				
Subtotal Fringe/Benefits as a percent of Labor				
Profit (includes Office & Field overhead)				
Total Fringe/Benefits & Profit as a percent of Labor				

**Office & Field Overhead includes but is not limited to:**

- Automobiles & Field Vehicles
- Business Meals
- Computer Expense - Home and Field Office
- Continuing Professional Education
- Conventions/Seminars
- Depreciation & Amortization
- Dues & Subscriptions
- Equipment Rental & Maintenance
- Furniture - Home and Field Office
- Insurance
- Licenses
- Miscellaneous
- Office Supplies - Home and Field Office
- Photocopier - Home and Field Office
- Postage - Home and Field Office
- Professional Services - Accounting
- Professional Services - Consulting
- Professional Services - Legal
- Recruiting
- Relocation Costs
- Rent - Office only (Field Rent (if any) will be captured in Mobilization)
- Repairs & Maintenance - Home and Field Office
- Reproduction - In House
- Taxes (excludes Federal Income Taxes)
- Telephone, Staff Cell Phones, & Fax - Home and Field Office
- Temporary Help
- Training
- Travel
- Utilities