

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 **SKY BLUE BUILDERS LLC**, a Colorado limited liability company authorized to do business in the State of Colorado (“**Contractor**”) (collectively the “**Parties**”).

WITNESSETH

WHEREAS, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation of the work described in Request for Proposal No. 202264757-00, DEN On-Call General Construction SBE 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 (“**BIM**”) if applicable
- Change Directives
- Change Orders
- Appendix 1 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 Conditions

- Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of Contents attached as Exhibit F)
- Exhibit G Payment and Performance Bonds
- Exhibit H Request for Proposals and Contractor’s Response to Request for Proposal and Forms
- Exhibit I Schedule of Rates and Markups
- Exhibit J Task Proposals and Execution Process
- Exhibit K EDI Plan

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

1. Appendix 1 Federal Appendices
2. Contract
3. Task Orders
4. Change Directives
5. Change Orders
6. Exhibit A Scope of Work
7. Exhibit J Task Proposals and Execution Process
8. Exhibit B Equal Employment Opportunity Provisions
9. Exhibit E Special Conditions
10. Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of Contents attached as Exhibit F)
11. Exhibit C Insurance Requirements
12. Exhibit D Prevailing Wage Schedules
13. Exhibit I Schedule of Rates and Markups
14. Exhibit K EDI Plan
15. Exhibit H Request for Proposals and Contractor’s Response to Request for Proposal and Forms
16. Exhibit G Payment and Performance Bond
17. 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 three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Contract may be extended for two periods of one (1) year each, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Amount stated below. 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 – Airport Infrastructure Management (the “**SVP-AIM**”) 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 **Six Million Dollars and Zero Cents (\$6,000,000.00)** (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. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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>.

19. 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: April 6, 2022.

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

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

C. 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.

D. 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.

E. 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.

20. 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.

21. 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 SBE Subcontractors. For contracts of one million dollars (\$1,000,000.00) and over to which D.R.M.C. § 28-225 applies, Contractor is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-225 with regard to payments by Contractor to SBE subcontractors. If D.R.M.C. § 28-225 applies, Contractor shall make payment by no later than thirty-five (35) days from receipt by Contractor of the subcontractor's invoice.

22. 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.

23. 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.

24. 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.

25. 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.

26. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE REQUIREMENTS:

A. This Contract is subject to Article VII of Chapter 28, D.R.M.C. §§ 28-201 to 28-236 (the "**SBE Ordinance**"), and the Rules and Regulations promulgated pursuant thereto. This Contract is also subject to the defined selection pool requirements of the SBE Ordinance. Contractor is a certified Small Business Enterprise ("**SBE**") and pursuant to D.R.M.C. § 28-208, Contractor is required to self-perform a minimum of thirty percent (30%) of the Contract work.

B. Under § 28-222, D.R.M.C., Contractor has an ongoing, affirmative obligation for the duration of this Contract to comply with the SBE defined selection pool requirements and with the SBE self-performance requirements upon which this Contract was awarded, unless the City initiates a material modification to the Scope of Work affecting this Contract through change order, contract amendment, force account, or other modification under D.R.M.C. § 28-223. Contractor acknowledges that:

(i) Contractor must establish and maintain records and submit regular reports, as required, which will allow the City to assess the Contractor's compliance with the defined selection pool requirements and SBE self-performance requirements.

(ii) Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of this Contract, upon any of the bases under § 28-223, 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 to the City. Any increase in the scope of services of this Contract, whether by amendment or other modification, which increases Max, if such change is within the scope of work designated for performance by the Contractor at the time of award of this Agreement, shall be promptly submitted to the DSBO.

(iii) Contractor shall achieve defined selection pool requirements and self-performance requirements with respect to such changed scope of work by performing such work.

(iv) Contractor shall supply to DSBO documentation required by ordinance with respect to the increased dollar value of this Agreement. Contractor shall not, during the term of this Agreement:

a. Fail to in fact perform as an SBE to achieve the work scope originally listed at proposal submission in order to achieve defined selection pool and self-performance requirements; or

b. Modify or eliminate all or any portion of the scope of work upon which self-performance is based and the contract was awarded, unless directed by the City.

(v) Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-229 of the SBE Ordinance.

(vi) Should any questions arise regarding SBE and DSBO requirements the Contractor should consult the SBE Ordinance or may contact the DSBO representative at (720) 913-1999.

27. 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.

28. 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.

29. 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 provisions of FLSA in all contracts and subcontracts resulting from this Contract. Contractor has full responsibility to monitor compliance to the referenced regulation. Contractor must address any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

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

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

30. CITY EXECUTION OF CONTRACT:

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

31. 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-202264757-00

Contractor Name:

Sky Blue Builders LLC

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-202264757-00
Sky Blue Builders LLC

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Federal Title VI Assurances

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

1. **Compliance with Regulations:** The Consultant (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 Consultant, 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 Consultant 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 Consultant 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 Consultant of the Consultant’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 Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant 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 Consultant’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 Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) 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).

EXHIBIT A
SCOPE OF WORK

Scope of Work: DEN On-Call General Construction Small Business Enterprise (SBE)
Department: DEN AIM Development
Point of Contact: Steve Toebben

1. INTRODUCTION

Denver International Airport (DEN) is the 7th-busiest airport globally and the 3rd-busiest airport in the United States. With more than 53 million passengers traveling through the airport each year, DEN is one of the busiest airline hubs in the world's largest aviation market. The airport is the primary economic engine for the state of Colorado, generating more than \$33.5 billion for the region annually.

DEN strives to be America's favorite connecting hub where the Rocky Mountains meet the world, be the best possible gateway to our region, and drive economic growth for Denver and Colorado. DEN strives to be the hub of choice by providing air travelers with a pleasant and reliable airport experience and services comparable to the best airports in the world. Our Seven Core Objectives Are:

- Winning the hearts of our customers
- Inspiring our employees
- Partnering in operational excellence
- Investing for sustainability
- Putting DEN on the world map
- Maximizing our real estate
- Excelling in financial performance

2. DEN FACILITY DESCRIPTION

DEN consists of the Jeppesen Terminal, three concourses, and the Westin Hotel integrated with the Regional Transportation District (RTD) Transit Center, the curbside and covered parking areas attached to the Terminal, the North Terminal Federal Inspection Services (FIS) and support facilities, the Airport Office Building (AOB), and numerous ancillary support buildings for a total of over 18 million square feet.

3. GENERAL SCOPE

DEN has maintained on-call general construction contracts to provide construction services plus oversight of subcontractors during projects on an as-needed task basis. The scope of work varies from project to project. This may include, but is not limited to, office reconfigurations, concourse renovations, structural repairs, gate equipment replacements, and roofing/waterproofing. General contractors are primarily involved in planning and coordination before and during construction. However, their services may be requested during pre-construction activities for the design period (i.e., design-build solutions).

In general, the term "Task" and/or "Project" when it is used in this Scope of Work means all of the work associated with the proposal preparation, construction scheduling, cost estimating, preparation of safety and quality control plans, subcontractor, and worksite management, and administrative duties for any and all services as requested by the DEN Project Manager. Contractor shall provide all work in accordance with the most current published DEN Design Standards Manuals (DSMs), the Contract, all applicable Local, State and Federal codes and regulations, and Airport Rules and Regulations and shall adhere to the DEN Design Principles.

The current DEN DSMs, DEN Design Principles, and Airport Rules and Regulations are available for download under the DEN Business website:

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

4. TASK NOTICE FOR PROPOSAL (TNP)

The specific scope of work for each Task or Project will be issued to the Contractor in a Task Order Notice to Proceed ("TNP") in the format as defined by the Contract. Contractor shall submit to the Project Manager requests for site inspections and other investigations as necessary to prepare a work plan and proposal. The Contractor shall then furnish a work plan and price proposal to the Project Manager for all work described in the TNP.

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 key milestones
- Work breakdown according to Construction Specifications Institute (CSI) divisions
- Quantities and units of work as well as man-hours and material cost per unit
- Mark-ups on labor, material, equipment, and subcontractors
- Costs for performance and payment bonds

5. PROJECT TYPES AND CONTRACTOR TASKS

The types of projects will vary on a case-by-case basis. Some examples include, but are not limited to the following:

- Office renovations or remodels
- Concourse gate renovations
- Roof repair
- Central Utility Plan (CUP) construction activities
- Installation of utility infrastructure
- Installation of security infrastructure
- Elevator and escalator replacements
- Reconfiguration of baggage handling equipment

Contractor will manage all aspects of construction for these types of projects, including elements and systems related to the following disciplines:

- Structural
- Mechanical
- Electrical
- Plumbing
- Life safety
- Fire alarm
- Fire protection
- Controls and Automation

- Telecommunications
- Interior finishes
- Demolition
- Site surveying
- Site preparation
- Materials testing

Contractor will support these efforts by performing the following types of tasks:

- Pre-construction planning
- Design-build participation
- Scheduling
- Cost estimating
- Permitting
- Self-performance of work
- Subcontractor management
- Site supervision
- Quality control planning and management
- Safety planning and management
- Coordination with DEN Project Manager
- Participating in construction update meetings

6. PRE-CONSTRUCTION AND DESIGN SERVICES

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. Their involvement will help guide design decisions that will result in projects that can be executed in the most efficient manner possible. Contractor may also be asked to develop preliminary cost and schedule documents during this period.

EXHIBIT B

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

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

APPROVED FOR LEGALITY:

APPROVED AND ADOPTED:

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

/s/ _____
Manager of Public Works

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

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

RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

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

RULE I
DEFINITIONS

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

RULE II
NOTICE OF HEARING

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

RULE III
HEARING

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

REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

All amendments to the appendices shall be included by reference.

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

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

1. APPENDIX E:

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

2. APPENDIX F:

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

APPENDIX A

CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE-ALL CONTRACTS

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

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

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

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

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

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

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

NOTICE

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

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

EULOIS CLECKLEY
Manager of Public Works
City and County of Denver

A. REQUIREMENTS --AN AFFIRM ATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

The goals and timetables for minority¹ and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade are as follows:

**GOALS FOR MINORITY PARTICIPATION
FOR EACH TRADE**

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

**GOALS FOR FEMALE PARTICIPATION
FOR EACH TRADE**

From January 1, 1982
to 6.9%
Until Further Notice

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

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

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

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

2. **SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

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

- g. The contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training, or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 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 ON-CALL SERVICE AGREEMENTS INCLUDING OWNER CONTROLLED INSURANCE PROGRAM (OCIP/ROCIP) PROJECTS

1. General Information

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

NOTICE OF CHANGE TO ROCIP: DEN reserves the right to terminate or modify the 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 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 in accordance with the terms and conditions of this Agreement.

1.1 On-Call Contractors

On-Call Contractors may be issued task or work orders under this Agreement that are related to either non-ROCIP projects or ROCIP projects and the insurance requirements applicable would be assigned as follows:

- 1.1.1 For task or work orders related to non-ROCIP projects: Refer to Section 2.
- 1.1.2 For task or work orders related to ROCIP projects where Contractor is an Excluded Party based on scope of work: Refer to Section 2.
- 1.1.3 For task or work orders related to ROCIP projects where Contractor is an Eligible Party based on scope of work: Refer to Section 3.

1.2 ROCIP Manuals

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

[DEN ROCIP III Insurance Manual](#)
[DEN ROCIP III Safety Manual](#)
[DEN ROCIP III Claims Guide](#)

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

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

2.1 Certificate Holder

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

2.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

- ACORD FORM (or equivalent) must be emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

2.3 Coverage and Limits

2.3.1 Commercial General Liability

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

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

2.3.1.2 Coverage shall include Mobile Equipment Liability.

2.3.2 Business Automobile Liability

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

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

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

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

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

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

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

2.3.3 Workers' Compensation and Employer's Liability Insurance

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

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

2.3.4 Professional Liability (Errors and Omissions) Insurance

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

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

2.3.5 Contractor's Pollution Legal Liability

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

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

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

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

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

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

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

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

2.3.7 Unmanned Aerial Vehicle (UAV) Liability

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

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

2.3.8 Excess/Umbrella Liability

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

2.4 Reference to Project and/or Contract

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

2.5 Additional Insured

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

2.6 Waiver of Subrogation

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

2.7 Notice of Material Change, Cancellation or Nonrenewal

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

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

2.8 Additional Provisions

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

- 2.8.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 2.8.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 2.8.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.
- 2.8.13 Contractor shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance within ten (10) days of each policy renewal.
- 2.8.14 Contractor's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors

3.1 Insurance Provided by the DEN ROCIP

DEN retains the right to have this Project insured under a ROCIP. ROCIP coverage shall provide: (i) Commercial General Liability, (ii) Workers' Compensation & Employer's Liability, (iii) Excess Liability, (iv) Contractor's Pollution Liability, and (v) Builder's Risk as outlined herein and as defined by the respective policies for each coverage, for the period from the start of Work through completion and final acceptance by DEN except as otherwise provided herein.

3.2 Enrollment Required

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

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

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

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

3.4 Insurance Premiums

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

3.5 Off Site Operations Coverage Under ROCIP

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

3.6 DEN ROCIP Insurance Manual

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

3.7 Conflicts

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

3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

3.8.1 Insurance Provided by DEN

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

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

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

3.8.1.2 Commercial General Liability – On Site Only

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

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

3.8.1.3 Excess Liability Insurance

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

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

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

3.8.1.4 Contractor's Pollution Liability

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

3.8.1.5 Builder's Risk Insurance

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

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

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

DEN and Contractor shall waive all rights against (1) each other and any of their subcontractors of any tier, and all respective agents and employees, and (2) the architect, architect's consultants, separate contractors, if any, and any of their subcontractors of any tier, and all respective agents and employees, for damages caused by fire or other causes of loss to the extent covered by Builder's Risk Insurance obtained pursuant to this Section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by DEN as fiduciary. DEN or Contractor, as appropriate, shall require of the architect, architect's consultants, separate contractors, and their subcontractors of any tier, and all respective agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

3.8.2 Claim Chargeback

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

3.9 Other Insurance Provided By Enrolled Parties

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

3.9.1 Certificate Holder

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

and

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

3.9.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

- ACORD FORM (or equivalent) must be emailed in pdf format to:
contractadmininvoices@flydenver.com
and heather_lawson@ajg.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

3.9.3 Commercial General Liability – Off Site Only

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations for Contract operations not physically occurring within the Project Site in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 policy and annual aggregate.

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

3.9.4 Business Automobile Liability

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

- 3.9.4.1 If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- 3.9.4.2 If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.
- 3.9.4.3 The policy must not contain an exclusion related to operations on airport premises.

- 3.9.4.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on its policy.
- 3.9.4.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
- 3.9.4.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

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

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

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

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

3.9.6 Professional Liability (Errors and Omissions) Insurance

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

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

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

Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing for applicable services outlined in this Agreement.

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

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

3.9.8 Excess/Umbrella Liability:

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

3.9.9 Reference to Project and/or Contract

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

3.9.10 Additional Insured

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

3.9.11 Waiver of Subrogation

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

3.9.12 Notice of Material Change, Cancellation or Nonrenewal

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

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

3.9.13 Additional Provisions

- 3.9.13.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the Contractor.
- 3.9.13.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
- 3.9.13.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.

- 3.9.13.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
- 3.9.13.5 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 3.9.13.6 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 3.9.13.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 3.9.13.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 3.9.13.9 The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
- 3.9.13.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 3.9.13.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 3.9.13.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.
- 3.9.13.13 Contractor shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance within ten (10) days of each policy renewal.
- 3.9.13.14 Contractor's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

4. Contractor Warranties and Agreements

4.1 Accuracy of Contractor-provided Information

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

4.2 Contractor Responsible to Review Coverage

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

4.3 Audit

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

4.4 Insurance Costs Removed

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

5. Contractor Obligations

5.1 ROCIP Documents Shall be Provided to Subcontractor

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

5.2 Timely Enrollment Required

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

5.3 Compliance with Conditions

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

5.4 Claims Cooperation

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

5.5 Monthly Payroll Submission

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

5.6 Response to Information Requests

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

5.7 Responsibility for Safety

Notwithstanding the DEN ROCIP, the Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work. Contractor is solely responsible, at no adjustment to the contract sum payable or contract time, for initiating, maintaining, and supervising all safety precautions and programs relating to the conduct of Work including, without limitation, any safety programs or procedures that are required by any applicable state or federal laws, rules or regulations, or under the terms of the DEN ROCIP Safety Manual.

5.8 Duty of Care

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

6. Notices and Costs

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

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

6.2 Contractors Responsible for Own Equipment

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

6.3 No Release; No Waiver of Immunity

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

6.4 DEN Right to Withhold Payments

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

6.5 DEN Remedies

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

6.6 Off Site Storage

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

6.7 Partial Occupancy

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

6.8 DEN Right to Exclude Parties from the DEN ROCIP

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

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

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

7. Definitions

Certificate of Insurance: A document providing evidence of coverage for a particular insurance policy or policies. This will include certificates issued to Enrolled Parties evidencing the coverage afforded under the DEN ROCIP and certificates issued to DEN evidencing additional coverage "Provided by Enrolled Parties"

DEN: City and County of Denver and Denver International Airport

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

(ii) occasionally visit a Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason

- Day labor employees (individuals working directly for the Contractor and not procured through a third party

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

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

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

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

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

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

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

EXHIBIT D

PREVAILING WAGE SCHEDULES



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

FROM: Ryland Feno, OHR Compensation and Classification

DATE: November 18, 2021

SUBJECT: Latest Update to Prevailing Wage Schedules

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

Modification No. 162
Publication Date: November 18, 2021
(12 pages)

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

Attachments as listed above.

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

APPLIANCE MECHANIC

Effective Date: 02-18-21

Last Revision: 05-16-19

*OHR pulled the wages in February of 2021 and data has remained the same so there is no recommendation to change the base wage or fringes.

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Appliance Mechanic	\$23.21	\$7.22

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

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

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

BUILDING ENGINEER

Effective Date: 09-17-20

Last Revision: 08-15-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Building Engineer	\$32.50	\$8.29

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

CONVEYANCE SYSTEM MAINTENANCE SERIES

Effective Date: 11-18-21
Last Revision: 11-19-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Entry-Support Mechanic	\$25.40	\$7.53
Machinery Maintenance Mechanic	\$27.66	\$7.73
Controls System Technician	\$34.32	\$8.56

*OHR pulled the wages in October of 2021 and data has remained the same for the Machinery Maintenance Mechanic so there is no recommendation to change the base wage or fringes.

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

This classification was previously listed as Baggage Handling System Maintenance. The title of the series has been changed to be inclusive of other types of similar work.

Entry Support Mechanic

The Entry Support Mechanic (ESM) applies basic mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Under supervision of a Machinery Maintenance Mechanic (MMM) or Control Systems Technician (CRO), the ESM performs cleaning, routine inspections, preventive, corrective and emergency maintenance based on an established maintenance program. The ESM clears jams and faults and may physically move items during failures.

Machinery Maintenance Mechanic

The Machinery Maintenance Mechanic (MMM) applies advanced mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Performs cleaning of all parts of the system, routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance within the system based on an established maintenance program. The MMM shall inspect all equipment for proper operation and performance including but not limited to conveyors, lifts, diverters and automatic tag readers. The MMM troubleshoots, repairs, replaces, and rebuilds conveyor components including but not limited to; motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized tools. The MMM may assist the Control Systems Technician (CST) with clearing electrical faults and electrical repairs. The MMM reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The MMM clears jams and faults in the system and may physically move items during failures. The MMM will operate a Central Monitoring Facility/Control Room, these duties include; using multiple computer systems for monitoring the system and running reports, communicating faults in the system using a radio and telephone, and communicating with stakeholders. The MMM performs on-site training of ESM.

Controls System Technician

The Control Systems Technician (CST) applies advanced technical knowledge to perform maintenance and operational tasks on a conveyance system. Performs all duties assigned to an MMM in addition to the following routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance of complex components within the system based on an established maintenance program. The CST is responsible for resolving difficult controls, electrical and mechanical problems. The CST troubleshoots, repairs, replaces, and rebuilds complex electro-mechanical systems and conveyor components including but not limited to; programmable logic controllers, input and output modules, electrical switches, variable frequency drives, 110V AC and 24V DC controls devices, automatic tag readers, electrical control panels, 110V - 480V AC components and motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized mechanical and electrical tools. The CST reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The CST clears mechanical, electrical and controls faults, jams and may physically move items during failures. The CST performs on-site training and competency evaluations of MMM and ESM.

CUSTODIANS

Effective Date: 12-17-20

Last Revision: 12-19-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Custodian I	\$16.43	\$6.18 (Single) \$8.02 (Children) \$7.74 (2-party) \$10.15 (Family)
Custodian II	\$16.78	\$6.24 (Single) \$8.08 (Children) \$7.80 (2-party) \$10.21 (Family)

Benefits and Overtime

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

Custodian I

Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.

Custodian II

Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators, floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

DIA OIL & GAS

Effective Date: 03-18-21
Last Revision: 04-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Derrick Hand/Roustabout	\$15.94	\$6.38
Electrician	\$26.44	\$7.59
Mechanic	\$26.55	\$7.60
Pipefitter	\$27.10	\$7.67
Rig/Drill Operator	\$23.80	\$7.29
Truck Driver	\$24.32	\$7.35

Heavy Equipment Mechanic (Mechanic)

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

Pipefitter

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

Well Driller (Rig/Drill Operator)

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

Laborer (Derrick Hand/Roustabout)

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

Truckdriver

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

ELEVATOR MECHANIC

Effective 1-18-2018, the Elevator Mechanic classification will utilize the base pay and fringe benefits for the Elevator Mechanic classification under the Davis Bacon [Building Wage Determination](#).

FINISHER & JOURNEYMAN

TILE, MARBLE AND TERRAZZO

Effective Date: 05-20-21

Last Revision: 11-19-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Finisher	\$23.35	\$8.76
Journeyman	\$29.30	\$8.76

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

Tile Setter: Applies to workers who apply tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools and all places where tiles may be used to form a finished surface for practical use, sanitary finish or decorative purpose.

FIRE EXTINGUISHER REPAIRER

Effective Date: 08-19-21

Last Revision: 07-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fire Extinguisher Repairer	\$21.14	\$7.04

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

FUEL HANDLER SERIES

Effective Date: 10-21-21

Last Revision: 12-17-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fuel Facility Operator	\$23.41	\$7.30
Lead Fuel Facility Operator	\$24.48	\$7.42
Fuel Distribution System Mechanic	\$30.74	\$8.15
Lead Fuel Distribution System Mechanic	\$32.14	\$8.31

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

Fuel Facility Operator

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

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Lead Fuel Facility Operator

Under the supervision of Facility Manager, or Operations Manager, maintains the purity of the fuel to be dispensed for all airline customers. Assist the Operations Manager with daily schedules, delegation of work duties, special projects, training, and performance of Fuel Facility Operators.

Fuel Distribution System Mechanic

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

Lead Fuel Distribution System Mechanic

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

FURNITURE MOVERS

Moving, Storage and Cartage Workers

Effective Date: 09-16-21

Last Revision: 11-19-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Laborer/Helper	\$17.36	\$6.60
Furniture Driver/Packer	\$19.12	\$6.81
Lead Furniture Mover	\$19.99	\$6.91

GLYCOL FACILITY

Effective Date: 05-20-21

Last Revision: 07-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
De-icing Facility Operator	\$28.22	\$7.80
Maintenance Mechanic	\$27.73	\$7.74
Glycol Plant Specialist	\$17.36	\$6.54

De-icing Facility Operator

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

Maintenance Mechanic

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

Glycol Plant Specialist/Material Handling Laborer

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

PARKING ELECTRONICS TECHNICIAN

Effective Date: 09-16-21

Last Revision: 09-17-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Parking Electronics Technician	\$26.84	\$7.70

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

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

PEST CONTROLLER

Effective Date: 08-19-21

Last Revision: 07-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Pest Controller	\$22.45	\$7.19

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

QUALITY CONTROL & ASSURANCE TECHNICIAN

Effective Date: 03-18-21

Last Revision: 04-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Quality Control & Assurance Technician	\$25.35	\$7.47

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

SIGN ERECTOR

Effective Date: 01-21-21

Last Revision: 03-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Sign Erector	\$21.09	\$6.31

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

TREE TRIMMERS

Effective Date: 11-18-21

Last Revision: 09-17-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Tree Trimmer	\$21.30	\$7.00

*OHR pulled the wages in October of 2021 and data has remained the same so there is no recommendation to change the base wage or fringes.

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

WINDOW CLEANER

Effective Date: 12-17-20

Last Revision: 05-21-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Window Cleaner	\$27.64	\$9.53 (Employee) \$11.37 (Children) \$11.09 (2-party) \$13.50 (Family)

Benefits/Overtime

Parking	The Company shall reimburse the cost of parking (per month) to employees furnishing a monthly parking receipt from the approved parking lot. The Employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	Employees working on the night shift shall be awarded a shift differential of \$0.85 per hour worked. Note: All wage increases become effective on the first day of the first full pay period following the above dates.
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.75 per hour above highest paid employee under supervision

High Work	\$1.85 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.

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

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: January 31, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 28, 2022** 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. CO20220020
Superseded General Decision No. CO20210020
Modification No. 1
Publication Date: 01/28/2022
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 6 for reference.**

"General Decision Number: CO20220020 01/28/2022

Superseded General Decision Number: CO20210020

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).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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 www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022
1	01/28/2022

ASBE0028-002 07/01/2019

Rates

Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	14.73
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CARP0055-002 11/01/2019

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

CARP1607-001 06/01/2020

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

* ELEC0068-012 06/01/2021

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 39.75	17.27

* ELEV0025-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.74	36.885

FOOTNOTE:

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

ENGI0009-017 05/01/2021

	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

IRON0024-009 12/01/2021

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 31.00	14.25

IRON0024-010 11/01/2021		
	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.00	14.25

PAIN0079-006 08/01/2017		
	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 20.50	8.41

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

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

PAIN0930-002 07/01/2021		
	Rates	Fringes
GLAZIER.....	\$ 31.92	11.74

PLUM0003-009 06/01/2021		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 39.53	18.52

PLUM0208-008 01/01/2021		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 37.55	17.88

SFCO0669-002 04/01/2021		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 39.59	25.30

SHEE0009-004 07/01/2021

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 36.45	20.15

SUCO2013-006 07/31/2015		

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

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

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**Office of Human Resources
Supplemental Rates
(Specific to the Denver projects)
Revision Date: 01-01-2022**

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$15.87	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$15.87	-
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		\$15.87	\$0.00

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

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: January 31, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 28, 2022** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220002
Superseded General Decision No. CO20210002
Modification No. 1
Publication Date: 01/28/2022
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 7 for reference.**

"General Decision Number: CO20220002 01/28/2022

Superseded General Decision Number: CO20210002

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: 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).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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 www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022
1	01/28/2022

ASBE0028-001 07/01/2019

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 32.98	14.73

BRCO0007-004 01/01/2021

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

	Rates	Fringes
BRICKLAYER.....	\$ 31.43	9.72

BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.88	10.34

ELEC0012-004 06/01/2019

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN Electrical contract over \$1,000,000.....	\$ 27.50	12.50+3%
Electrical contract under \$1,000,000.....	\$ 24.85	12.50+3%

* ELEC0068-001 06/01/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 39.75	17.27

ELEC0111-001 09/01/2021

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 23.14	24.25%+\$7.05
Line Equipment Operator.....	\$ 37.39	24.25%+\$7.05
Lineman and Welder.....	\$ 51.92	24.25%+\$7.05

ELEC0113-002 06/01/2021

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 34.15	16.87

ELEC0969-002 06/01/2019

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 25.20	10.06

ENGI0009-001 05/01/2021

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 31.37	12.35
Blade: Rough.....	\$ 31.05	12.35
Bulldozer.....	\$ 31.05	12.35
Cranes: 50 tons and under..	\$ 31.70	12.35
Cranes: 51 to 90 tons.....	\$ 31.97	12.35
Cranes: 91 to 140 tons.....	\$ 33.05	12.35
Cranes: 141 tons and over...	\$ 35.17	12.35
Forklift.....	\$ 30.67	12.35
Mechanic.....	\$ 31.20	12.35
Oiler.....	\$ 30.29	12.35
Scraper: Single bowl		
under 40 cubic yards.....	\$ 31.20	12.35
Scraper: Single bowl,		
including pups 40 cubic		
yards and over and tandem		
bowls.....	\$ 31.37	12.35
Trackhoe.....	\$ 31.20	12.35

IRON0024-003 11/01/2021

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

LABO0086-001 05/01/2009

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

PLUM0003-005 06/01/2020

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

	Rates	Fringes
PLUMBER.....	\$ 43.63	16.67

PLUM0058-002 07/01/2021

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.35	16.25

PLUM0058-008 07/01/2021

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.35	16.25

PLUM0145-002 07/01/2016

MESA COUNTY

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

PLUM0208-004 01/01/2021

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

	Rates	Fringes
PIPEFITTER.....	\$ 39.10	13.77

SHEE0009-002 07/01/2021

	Rates	Fringes
Sheet metal worker.....	\$ 36.45	20.15

TEAM0455-002 07/01/2020

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 22.66	4.42
Tandem/Semi and Water.....	\$ 23.29	4.42

SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

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

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**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
(Supp #74, Revised: 01-01-2022)**

Classification		Base	Fringe
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$15.87	\$2.92
Laborer (Flagger)		\$15.87	\$3.80
Laborer (Landscape)		\$15.87	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

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

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: January 10, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, January 07, 2022** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220009
Superseded General Decision No. CO20210009
Modification No. 0
Publication Date: 01/07/2022
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 7 for reference.**

"General Decision Number: CO20220009 01/07/2022

Superseded General Decision Number: CO20210009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

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).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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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 www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022

CARP9901-008 11/01/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 26.50	10.32

ELEC0068-016 03/01/2011

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

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

* ENGI0009-008 05/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....	\$ 31.05	12.35
(3)-Loader (under 6 cu. yd.) Denver County.....	\$ 31.05	12.35
(3)-Motor Grader (blade- rough) Douglas County.....	\$ 31.05	12.35
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....	\$ 31.70	12.35
(4)-Loader (over 6 cu. yd) Denver County.....	\$ 31.20	12.35

(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....	\$ 31.37	12.35
(5)-Motor Grader (blade- finish) Douglas County.....	\$ 31.37	12.35
(6)-Crane (91-140 tons).....	\$ 33.05	12.35

SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)....	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender-		

Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)...	\$ 9.55	3.05
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers).....	\$ 12.43	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and		

Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Groundsman

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

TRUCK DRIVER

Distributor

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

Dump Truck

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

Lowboy Truck.....

\$ 17.25 5.27

Mechanic.....

\$ 26.48 3.50

Multi-Purpose Specialty &

Hoisting Truck

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

Pickup and Pilot Car

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

Semi/Trailer Truck.....

\$ 18.39 4.13

Truck Mounted Attenuator....

\$ 12.43 3.22

Water Truck

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

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

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**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
Revised 01/01/2022)**

Classification		Base	Fringe
Guard Rail Installer		\$15.87	\$3.20
Highway Parking Lot Striping: Painter		\$15.87	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$15.87	\$3.16
Laborer: Traffic Control (Flagger)		\$15.87	\$3.05
Laborer: Stationary Flags(excludes Flaggers)		\$15.87	\$3.22
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$15.87	\$3.22

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

EXHIBIT E SPECIAL CONDITIONS

SC-1 CONSTRUCTION CONTRACT GENERAL CONDITIONS

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

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

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

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

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

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

Documents
Technical Specifications
Contract Drawings
Task Orders
Change Orders, Change Order Directives, and Change Notices

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 paper copies of the General Contract Conditions to the Contractor at City's 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 Development Office under the supervision of the Senior Vice President for Airport Infrastructure Management Development."

SC-4 CITY LINE OF AUTHORITY AND CONTACTS

In accordance with General Condition 214, the City's line of authority for the 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 Development (SVP-AIM Development) who reports to the COO. Airport Infrastructure Management office, 9th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

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

Project Manager, the City representative with day-to-day administrative responsibility for this Contract and reports to the SVP-AIM Development. 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 Steven Toeppen, J.A. Green (JAG) Facility, 2nd Floor, 26100 East 68th Avenue, Suite 280, Aurora, CO 80019.

The CEO may, from time to time, substitute a different City official as the designated "SVP-AIM Development" hereunder. Any such change will be effective upon issuing written notice to the Contractor, which identifies the successor SVP-AIM Development. The SVP-AIM Development may change the assigned Project Manager from time to time. Any such change will be effective upon issuing written notice to the Contractor, which identifies the successor, the Project Manager.

SC-5 CONTRACTOR PERFORMANCE; SUBCONTRACTING

Concerning General Condition 501, the Task Order will specify the level of subcontracted Work. If no specific amount is specified, at most ninety-five percent (95%) of the Work may be subcontracted.

SC-6 COOPERATION WITH OTHERS

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

SC-7 PROSECUTION AND COMPLETION OF THE WORK:

Work will be issued to the Contractor as Task Orders upon reaching a negotiated agreement between the Contractor and the City regarding the cost of the Work. See Exhibit I for details of this process. The Work to be performed under the Contract is described in each Task Order.

SC-8 LIQUIDATED DAMAGES

If the Contractor fails to complete the Work within the time specified or if the Contractor causes disruptions to DEN activities or operations as defined herein, the Contractor shall pay the City liquidated damages in the amounts

noted below or as noted in a future Task Order. Milestones and related Liquidated Damages will be identified for each Task Order.

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

For Disruption of Airport Activities for Any and All Task Orders

If DEN determines that the Contractor has disrupted the Airport Operations as described below and in the Technical Specifications, the Contractor shall be liable to the City for liquidated damages at the rates noted below per incident per day or hour for each incident until the issue is corrected.

Contractor caused disruptions of Airport Operations, and the required Liquidated Damages are as follows (amount per incident):

1. Disruption of Fire Alarm - First Incident: \$3,000.00
2. Disruption of Fire Alarm - All other incidents: \$5,000.00
3. Disruption of Airline Baggage Operations - First Incident: \$5,000.00 per hour
4. Disruption of Airline Baggage Operations - All other incidents: \$10,000.00 per hour.
5. Disruption of Airport Operations by the introduction of dust, smoke, noise, water, chemicals or any offensive odors or fumes, or any other disruption from the construction activity into the Terminal, any outdoor public area, or baggage area that causes complaints from the building occupants, operations or the customers - First Incident: \$1,000.00 per incident.
6. Disruption of Airport Operations by the introduction of dust, smoke, noise, water, chemicals or any offensive odors or fumes, or any other disruption from the construction activity into the Terminal or any outdoor public area or baggage area that causes complaints from the building occupants, operations or the customers - Any incident after the first: \$5,000.00 per incident.
7. Should any of the disruptions described in items 5 or 6 above result in evacuation or unplanned closure of a portion of the building, outdoor public space, or baggage handling area, this would result in a First Incident Liquidated Damage of \$5,000 per hour.

At any time after the first incident, DEN may determine that by causing any of these disruptions, the Contractor is not properly managing the Work. In its sole discretion, DEN may 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. 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.

SC-9 FACILITY SECURITY AND PERSONNEL ACCESS

The Contractor shall conduct all its activities at the Airport in compliance with the Airport security system rules and regulations, which the Airport Operations Division administers. 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 is 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 apply 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 **immediately** 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 detail the effects of the security modifications on the Contractor's performance of the Contract. It shall provide a detailed cost breakdown for each item for which the Contractor requests 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. 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 breaching 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 Bid** shall include the cost of providing security services to maintain control and supervision of any and all airport perimeter security boundary breaches and for the duration of work activities where access to restricted areas is required and until the airport perimeter security boundaries are re-established.

When security boundaries are opened for any reason, the Contractor must maintain one hundred percent (100%) control and supervision for the openings 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 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 for lunch breaks, comfort breaks, etc. The security services **must** be obtained from the following contract security guard company:

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

DEN Contact: [Alisha Lopez]
[(303) 342-4344]

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

The DEN Security Guard Contractor may change between the bidding or Bid phase of this Contract from Notice to Proceed to the 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 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 before the start of construction on any work where a breach of the perimeter security boundaries is required.

SC-10 CONSTRUCTION ACCESS

The work site is located at DEN. The Contractor shall have access to the work site via access routes as coordinated with the Project Manager. The Contractor is responsible for ensuring all of the Contractor's and subcontractor's personnel can access and locate the areas of Work where the scope is to be performed without additional escorting or supervision from DEN.

The City will not provide parking spaces for the Contractor's employees or subcontractor employees at the Airport. The Contractor will be responsible for arranging transportation and parking for all its and its subcontractors' employees. The Contractor's **Task Order Bid** shall include all costs associated with the Contractor's and subcontractors' employee parking. Information about parking facilities and charges is available from the Airport Parking Office. Refundable deposits are required for all parking passes.

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

SC-11 VEHICLE PERMITTING

Vehicle access in the Airport Operation Area ("AOA") is controlled by and requires permission from the Airport Access Services Office. It is not anticipated that the Contractor will need to operate vehicles on the AOA to perform the Work. Only direct construction support vehicles and/or equipment will be allowed in the Contractor's work areas or sites.

SC-12 VENDORS AND SUPPLIERS

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

SC-13 COMMUNICATION DEVICES

Any site communications devices, mobile communication devices, or internet data devices used at DEN must be

approved by DEN Technologies.

SC-14 USE, POSSESSION, OR SALE OF ALCOHOL OR DRUGS

The Contractor and its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order No. 94 and Attachment A concerning the use, possession, or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with the policy implementation can result in the City's barring the Contractor from City facilities or participating in City operations.

SC-15 ATTORNEYS' 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 ensure 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, the Contractor agrees to pay the City its costs and a reasonable attorney's fee. Because the City Attorney Staff does not bill the City for legal services on an hourly basis, Contractor agrees a reasonable fee shall be computed at the rate of two hundred dollars per hour of City Attorney time.

SC-16 INSURANCE TO BE PROVIDED BY THE CONTRACTOR

In accordance with the provisions of Title 16 of the General Conditions, the minimum insurance requirements for this Contract are outlined in the Agreement. The Contractor agrees explicitly to comply with each condition, requirement, or specification for each required coverage during all periods when the required coverages are in effect and for other insurance-related requirements.

The Contractor and Sub-Contractors shall procure and maintain the minimum insurance required 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 warrant that the minimum limits contained herein are sufficient to protect the Contractor from liabilities arising from 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 and 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.

The 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.

The City must receive and approve all certificates and required endorsements before Work commences. Each insurance policy required by this Contract must be in effect at or prior to the commencement of Work under this Contract and remain in effect for the duration of the Project unless otherwise required in the Contract. 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 sub-contract insurance coverages shall be subject to the minimum requirements identified in

the Exhibit. Before Work commences, all Sub-Contractors' certificates and endorsements shall be received and approved by the Contractor. The City reserves the right to request copies of these certificates at any time.

All certificates required by this Contract shall be sent directly to ContractAdminInvoices@flydenver.com. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

SC-17 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 part of this Contract.

SC-18 ESTIMATED QUANTITIES OF UNIT-PRICED ITEMS

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

SC-19 REVISIONS TO G.C. 1102

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

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

SC-20 LISTING OF ACCEPTABLE MANUFACTURERS

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

SC-21 ACCESSIBLE PARKING SPACES, ACCESS AISLES, AND ROUTES OF TRAVEL

If any Work is performed in or adjacent to parking facilities at the Airport, the Contractor is responsible for compliance with this SC-21. "Accessible" parking spaces and access aisles, as used in this SC-21, mean parking spaces and access aisles which are accessible for and reserved for use by persons with disabilities. These parking spaces and access aisles are designed and built to standards established by federal regulations implementing the Americans with Disabilities Act of 1990 ("ADA") and are marked by signage. "Accessible routes of travel" as used

herein means routes through parking facilities that comply with ADA accessibility standards, including the degree of slope and absence of obstructions.

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

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

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

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

SC-22 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 the amount of payment received for services performed during the prior billing period.

SC-23 PAYMENTS TO CONTRACTORS

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

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

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

Agency/Firm

DEN Division CA

DEN Division PM

DEN Division Director

DEN Contract Services CA

CCD Denver Prevailing Wage

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

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

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

SC-24 FUND AVAILABILITY

Task Order approval and acceptance are contingent upon the availability of funding. Approved Task Orders issued under this Contract will obligate funds.

SC-25 PERFORMANCE AND PAYMENT BOND

Delete the requirements of General Contract Conditions 1501, 1502, and 1503 for separate bonds. Combined Performance and Payment Bonds in the total amount of all issued Task Orders, provided in the precise form contained in these documents, shall be furnished before any work is undertaken in connection with any Task Order. All other terms and conditions of General Contract Conditions 1501, 1502, and 1503 shall remain in effect.

Additionally, General Contract Condition 1501 shall be amended as follows:

"Before this Contract is executed, the Contractor shall have paid for and furnished to the City a correctly completed and executed Combined Performance and Payment Surety Bond, in an amount not less than One Hundred Thousand Dollars and No Cents (\$100,000.00). The Combined Surety Bond shall guarantee the faithful performance of the Contract and shall also guarantee the payment of bills for labor and materials under the Contract.

In the event that the cumulative dollar value of all Task Order(s) issued under the Contract exceeds the amount of the Combined Surety Bond furnished prior to the execution of the Contract, the Contractor shall procure, pay for and furnish to the City a Combined Surety Bond Change Rider, in the proper form, for an amount which is One Hundred percent (100%) of the dollar value of the specified Task Order, that exceeds \$100,000.00. All subsequent Task Orders contemplated under the Contract shall require separate Combined Surety Bond Change Riders for One Hundred percent (100%) of the dollar value of each Task Order before a Task Order is issued and any work under the Task Order commences.

Any combined Surety Bond Change Riders furnished by the Contractor after the execution of the Contract must be reviewed and approved by the City Attorney prior to issuance of a Task Order and before any work commences.”

SC-26 TASK ORDER PROCESS

TASK ORDERS

Upon review of any Contractor pricing submittal made pursuant to a Task Notice for Proposal, the City may, at its sole discretion, direct that the Work described in the Task Notice for Proposal and priced by the Contractor be completed by the issuance of a Task Order to the Contractor or reject the pricing submittal. The City reserves the right to issue such a Task Order, at the price (either lump sum or time and material) and under the terms of the Contractor’s pricing submittal, at any time before the expiration 120 consecutive calendar days from the date the pricing submittal was received by the City. If no Task Order is issued and the pricing submittal is not rejected within this period, the Contractor’s pricing Proposal shall be deemed rejected by the City. A Task Order shall not be issued, and no work shall commence until such time as the Task Order is signed by the Contractor and all designated City officials and the Contractor has submitted a Payment and Performance Bond or Bond Change Rider for the Work satisfactory to the City Attorney and the CEO. Upon issuance of a Task Order, the Contractor agrees to satisfactorily perform and complete all Work or effort described in each issued Task Order or any subsequently issued Task Order Changes within the period of performance specified in the Task Order and Notice to Proceed plus such extensions of time as may be granted by the Manager in accordance with the provisions of this Contract.

TASK ORDER CHANGES

In accordance with all terms and conditions provided for standard change orders under General Contract Conditions 1101 et seq. CHANGE ORDERS and ADJUSTMENT TO CONTRACT AMOUNT, the City may issue Change Orders providing for deletions, additions, and modifications to work under a duly issued Task Order. In the event of a conflict between GC 1104.2 and the markups submitted by the Contractor identified in the Schedule of Prices and Quantities regarding any pay item identified in GC 1104.2, the markups and rates submitted by the Contractor in the Schedule of Prices and Quantities shall prevail.

TASK ORDER CLOSEOUT

After all, Work performed under each Task Order has been accepted hereunder, final payment and Task Order closeout shall be made in accordance with the terms and conditions of General Contract Condition 910 FINAL ESTIMATE AND PAYMENT. Except that, with the Contractor’s consent, 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 CLOSEOUT

Following the final closeout of all Task Orders performed hereunder, the Contract shall proceed to the 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, the Contractor shall execute a Final Receipt and provide a final contract closeout.

SC-27 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-28 SUBCONTRACTOR

The term “Subcontractor” includes a labor pool.

SC-29 NOTICE TO PROCEED AND COMPLETION OF THE WORK

GC 302 is hereby deleted and replaced with the following:

.1 A written Initial Notice to Proceed will be issued by the Deputy Manager to initiate the Contract only, and such Initial Notice to Proceed is not authorization for the Contractor to proceed with any Work or to proceed with mobilization. Thereafter, the Deputy Manager may issue a Task Order and subsequent NTP authorizing Work and/or mobilization for Work on the relevant Task Order.

.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 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 the Schedule of Prices and Quantities attached hereto, related to the rates and charges mutually agreed upon by the 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, then the Work shall be accomplished in accordance with the Task Order and completed within the time set forth by said Task Order.

SC-30 MOBILIZATION

The Contractor, upon issuance of a Task Order, shall submit a detailed mobilization plan to the Deputy Manager, or the Deputy Manager’s designee, setting forth the proposed location for mobilization, mobilization costs, and equipment to be rented or purchased for the specific Work authorized. All such costs are subject to the approval of the Deputy Manager or the Deputy Manager’s designee, and any equipment purchase or rental costs wherein the value of such equipment is paid for in excess of 90% of such value, then such equipment may, at the end of the Contract Time or Final Completion, whichever occurs earlier, become subject to ownership by the City (Airport) at City’s option. Further, such equipment shall be used solely by the Contractor for Work under this Contract unless otherwise authorized by the Deputy Manager. Such equipment shall not be used for personal uses or activities.

SC-31 BONDS, SALES TAX, AND INSURANCE

Bonds, sales and use tax, and insurance shall be paid at cost without markup.

SC-32 APPLICATIONS FOR AND PROGRESS PAYMENTS TO CONTRACTORS

The addition of the following amends General Condition 902.3.

Where applicable, with respect to any Task Order issued hereunder, progress payments for the performance of any work shall be based on completed work estimates. They shall be subject to the following requirements.

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.

1. Each submitted estimate shall specify the percent of the Work completed. This percentage shall be certified by the Project Manager, the consulting architect, or engineer, as appropriate.
2. Each estimate of Work completed shall also specifically identify those minority- and women-owned business enterprises (MWBE) 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.
3. 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 the following:
 - a. A written schedule of values, which sets out the quantities and costs for the Project and
 - b. The Project Manager's, or as applicable, consulting architect's or engineer's estimated statement of the percentage of Work completed for each line item of cost for which the City has promised to pay the Contractor. The Contractor shall also submit to the Auditor and other appropriate officials of the City, in a timely fashion, all information required by General Conditions Title 10.
4. The estimate of the percentage of the estimated 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 Manager or the consulting architect or engineer, as appropriate, in the event that such has been retained, will also verify the estimate of Work completed prior to any acceptance by the City.
5. 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 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.
- 6. 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.
- 7. 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).
- 8. The final estimate for payment shall also be accompanied by Final Lien Release forms from each subcontractor and supplier (Form CM-70).
- 9. 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.
- 10. 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 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.

EXHIBIT F
STANDARD SPECIFICATIONS FOR
CONSTRUCTION GENERAL CONTRACT CONDITIONS

City and County of Denver



D E N V E R
THE MILE HIGH CITY

DEPARTMENT OF AVIATION
DEPARTMENT OF PUBLIC WORKS

STANDARD SPECIFICATIONS FOR CONSTRUCTION GENERAL CONTRACT CONDITIONS

2011 Edition

Statement

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EXHIBIT G
PAYMENT AND PERFORMANCE BONDS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Sky Blue Builders, LLC, a corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor" and Employers Mutual Casualty Company, a corporation organized under the laws of the State of Iowa, 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 One Hundred Thousand and 00/100 Dollars (\$ 100,000.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has, as of the date of execution listed on the contract signature page, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of PLANE-202264757, DEN On-Call General Construction SBE Sky Blue, 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 28th day of October, 2022.

Sky Blue Builders, LLC

CONTRACTOR

By: 
President

Employers Mutual Casualty Company

SURETY

By: 
Attorney-in-Fact Jennifer Naber

(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 Sky Blue Builders, LLC, a corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor" and Employers Mutual Casualty Company, a corporation organized under the laws of the State of Iowa, 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 One Hundred Thousand and 00/100 Dollars (\$ 100,000.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Contractor has entered into a written contract with the City for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of Contract No. PLANE-202264757, DEN On-Call General Construction SBE Sky Blue, 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 28th day of October, 2022.

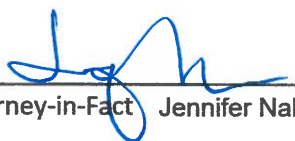
Sky Blue Builders, LLC

CONTRACTOR

By: 
President


Employers Mutual Casualty Company

SURETY

By: 
Attorney-in-Fact Jennifer Naber

(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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

JENNIFER NABER

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond
Number

Principal:
Sky Blue Builders, LLC

Obligee:
City and County of Denver

S034020

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

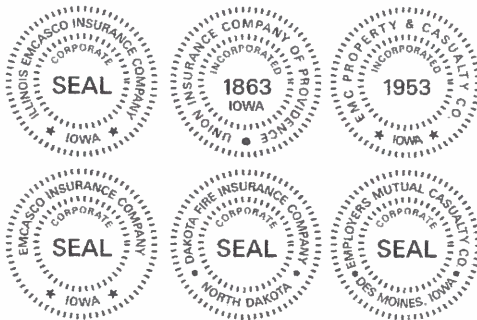
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of October, 2022.

Ryan J. Springer

Vice President

EXHIBIT H
REQUEST FOR PROPOSALS AND
CONTRACTOR'S RESPONSE TO REQUEST FOR PROPOSAL AND FORMS



REQUEST FOR PROPOSAL

ON-CALL GENERAL CONSTRUCTION SBE

NO. 202161611

April 6, 2022

REQUEST FOR PROPOSALS (RFP)

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

Contract Administrator (CA): Cate Marshall
E-Mail: contract.procurement@flydenver.com

Request for Proposals #202161611

PROPOSALS MUST BE RECEIVED BY: Insert Day & Time at located noted above.

UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED

Schedule of Activities

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

Event	Date
RFP Advertisement	Wednesday, April 6, 2022
Optional Pre-Proposal Conference	Thursday, April 14, 2022 at 11:00 AM
Last Date to Submit Written Questions	Tuesday, April 26, 2022 at 2:00 PM
Proposal Due Date	Tuesday, May 10, 2022 at 2:00 PM

Pre-Proposal Conference – OPTIONAL

An optional Pre-Proposal Conference will be held virtually via a Microsoft Teams Meeting at the date and time listed above in the Schedule of Activities. Please click on the following link to access the meeting.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZGUxOTMOTMtNzNjMC00YWNlTgzNzQtZjY4N2Y1MDE2NjQw%40thread.v2/0?context=%7b%22Tid%22%3a%2279c62162-b85e-4b0e-a863-ebc7817ad70d%22%2c%22Oid%22%3a%22c3c74cad-a158-463a-b95b-a2ca0a5df8ca%22%2c%22IsBroadcastMeeting%22%3a%22true%7d&btype=a&role=a

RFP Questions

DEN will not answer any telephone inquiries about this RFP. Written questions are due by the deadline for questions listed in the Schedule of Activities above and shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website. **DEN requires all questions to be submitted individually on this site.**

Note: BidNet limits the characters available to input for DEN to respond to each question. For this reason, multiple questions may not be submitted as a single question, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed. A multi-part question containing an initial question and a follow-up is the exception to this rule. All questions and answers will be posted on the BidNet website as an addendum to the RFP at the link below following the deadline for submittal of questions:

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

Proposal Submittal

The proposal shall be prepared in accordance with the Instructions to Proposers as described in Section IV of this RFP. Proposers shall submit their proposal and all required forms via the BidNet website at the link below. Proposals are due by the date and time listed in the Schedule of Activities above.

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

Allow ample time for the electronic submission of your proposal. Following are links to a BidNet Electronic Bid Submission (EBS) guide and EBS FAQ site. DEN strongly encourages proposers to review this information prior to starting your submission in addition to starting the submission process at least one business day prior to the proposal due date. DEN will not extend the submission deadline due to any technical issues or outages you may experience.

Vendor EBS Guide:

http://business.flydenver.com/bizops/documents/den_Vendor_EBS_Guide.pdf

EBS FAQs:

<http://faq.bidnetdirect.com/electronic-bid-submission/>

BidNet Vendor Training Video Link:

<https://bidnetdirect.webex.com/bidnetdirect/lsr.php?RCID=921c686e667f4017a58858e957e03eff>

Business Enterprise SBE Participation

Article VII, Chapter 28, of the Denver Revised Municipal Code (D.R.M.C.), states the Director of the Division of Small Business Opportunity has the authority to utilize the SBE defined pool program for designated contracts for services by the City and County of Denver. The Director has designated this solicitation as a small business defined pool procurement in accordance with the SBE Ordinance requirements

Award will be strictly limited to City and County of Denver Small Business Enterprise (SBE) Firms currently certified in accordance with Section 28-205, D.R.M.C. certified within the selection pool The SBE contractor/consultant minimum self-performance requirement is 30%.

General Statement of Work

DEN has maintained on-call general construction contracts to provide construction services plus oversight of subcontractors during projects on an as needed task basis. The scope of work varies from project to project. This may include, but is not limited to, office reconfigurations, concourse renovations, structural repairs, gate equipment replacements, and roofing/waterproofing. General contractors are primarily involved in planning and coordination just before and during construction, but their services may be requested during pre-construction activities for the design period as well.

In general, the term "Task" and/or "Project" when it is used in this Scope of Work means all the work associated with the proposal preparation, construction scheduling, cost estimating, preparation of safety and quality control plans, subcontractor and worksite management, and administrative duties for any and all services as requested by the DEN Project Manager. The general contractor team ("Contractor") shall provide all work in accordance with the most current published DEN Design

Standards Manuals (DSMs); the contract; all applicable Local, State and Federal codes and regulations; Airport Rules and Regulations; and shall adhere to the DEN Design Principles.

The current DEN DSMs, DEN Design Principles, and Airport Rules and Regulations are available for download under the DEN Business website:

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

PROPOSAL SUBMITTAL REQUIREMENTS

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

- Proposal Narrative:
 - Complete responses to the Narrative Contents as outlined in Section IV
- Proposal Forms - all completed and signed
 - Proposal Acknowledgement Letter – filled out completely and acknowledge all addenda
 - Proposal Data Form
 - Disclosure of Legal & Administrative Proceedings & Financial Conditions
 - Proposal Declaration
 - Certification of Non-Segregated Facilities
 - Equal Opportunity Report Statement
 - Form W-9
 - Certificate of Good Standing
- DSBO Forms
 - Commitment to SBE Participation
 - 1B - List of Proposed Subcontractors, Subconsultants, and/or Suppliers
- Diversity Survey
 - Diversity and Inclusiveness in City Solicitations (online survey – include the completed survey with your proposal submission)
- Financial Forms (to be submitted as separate electronic files from the proposal)
 - Exhibit K: <http://business.flydenver.com/bizops/documents/exhK-FringeBenefits.xlsx>
 - Exhibit L: <http://business.flydenver.com/bizops/documents/exhL-CoreStaffRateProp-Const.xlsx>

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I. CITY, AIRPORT AND PROJECT OVERVIEW

The values of equity, diversity, inclusivity, accessibility, and sustainability are inherent to the City and County of Denver (City)'s strategy to develop and maintain prosperous communities. Accordingly, these values are imbedded into all the City's procurement processes to ensure competitive procurements that offer equitable opportunities for all potential proposers, including greater contracted and significant participation for historically underutilized multicultural businesses to ensure Denver's long-term economic, social, and environmental health. Through equitable procurements, the City is committed to working to remove barriers and increase access to City contracting opportunities for all historically underutilized multicultural businesses, including participation by small businesses and those that are owned and controlled by historically underutilized multicultural businesses which shall include small businesses and those owned by minorities, women, veterans, LGBTQ+, and individuals living with disabilities as well as those in economically distressed or redlined neighborhoods. It is a primary value to promote economic equity by engaging a more diverse and inclusive community of vendors and contractors, both as prime and sub-contractors to address racial, socioeconomic and gender disparities. Through this promotion of equity, diversity, and inclusion, the City strives to improve opportunities that ensure fair and just access to jobs, housing, education, mobility options, and healthier communities. It is the City's expectation that all successful proposers demonstrate their commitment to these City values through their procurement responses and post contract and/or lease activities.

Each procurement opportunity is to be approached with ethical and honest behavior. The City will solicit, evaluate, and award contracts based upon the Proposer's alignment with the City's values as it relates to its approach, proven experience, ability to perform work, costs, and pricing. DEN is looking for Proposers that demonstrate a history of equity, diversity, integrity, stewardship, innovation, and humanity. The City is looking for Proposers that have equity, diversity, and inclusion (EDI) embedded in their policies, procedures, practices, initiatives, and exhibit actionable results and ensures that of those that they partner with.

The City's values may be demonstrated through but are not limited to: (a) workforce expansion; (b) utilization of and work with the historically underutilized community, separate from required certified goals; (c) environmental sustainability and (d) EDI and Equal Employment Opportunity (EEO) programs for staff.

In accordance with procedures described herein, you are hereby invited to submit a proposal for the subject project, which is described in the Scope of Work incorporated herein. The work under this Contract is anticipated to start on or about October 2022 and has a scheduled duration of approximately 3 years plus two 1-year options to extend. The proposal must be prepared and submitted in accordance with the requirements and procedures contained in this RFP document and the City's, including DEN's, ordinances, rules, policies, and procedures. Compliance with these requirements by the Proposer is mandatory and is a condition of responsiveness. Any failure to satisfy these requirements will be a sufficient basis for the City and County of Denver's Department of Aviation, also known as Denver International Airport, (DEN or City) to disqualify the Proposer. The City shall not be liable for any of the Proposer's expenses associated with its preparation of the proposal or DEN's consideration of it. The Proposer, if selected, shall not include any such expenses as part of its fee for performing the Scope of Work.

DESCRIPTION

This request is for a competitive Request for Proposal (RFP) procurement to award multiple Small Business Enterprises (SBE) contracts for On-Call General Construction Services at Denver International Airport (DEN). DEN utilizes on-call general construction contracts for a variety of projects. Current SBE contracts have provided unique opportunities for small firms to participate in these activities, and procurement for the next set of contracts is being initiated to ensure there is no gap in services as older contracts expire or are depleted. Construction efforts under these contracts include facility and infrastructure projects throughout the main terminal, concourses, airfield, and surrounding area.

The scope of these projects varies widely, and a general contractor is needed to coordinate construction among various subcontractors. The types of projects could include, but are not limited to facility space reconfigurations, concourse renovations, interior finishes, structural repairs, concrete repair and paving, gate equipment replacements, and roofing/waterproofing.

The total amount of this request would be awarded to up to four SBE general contractors, and projects will be incorporated into the resulting contracts through DEN approved task orders. The initial term of these contracts will be 3 years with two 1-year options to extend.

II. SCOPE OF WORK

1. INTRODUCTION

Denver International Airport (DEN) is the 7th-busiest airport globally and the 3rd-busiest airport in the United States. With more than 53 million passengers traveling through the airport each year, DEN is one of the busiest airline hubs in the world's largest aviation market. The airport is the primary economic engine for the state of Colorado, generating more than \$33.5 billion for the region annually.

DEN strives to be America's favorite connecting hub where the Rocky Mountains meet the world, be the best possible gateway to our region, and drive economic growth for Denver and Colorado. DEN strives to be the hub of choice by providing air travelers with a pleasant and reliable airport experience and services comparable to the best airports in the world. Our Seven Core Objectives Are:

- Winning the hearts of our customers
- Inspiring our employees
- Partnering in operational excellence
- Investing for sustainability
- Putting DEN on the world map
- Maximizing our real estate
- Excelling in financial performance

2. DEN FACILITY DESCRIPTION

DEN consists of the Jeppesen Terminal, three concourses, and the Westin Hotel integrated with the Regional Transportation District (RTD) Transit Center, the curbside and covered parking areas attached to the Terminal, the North Terminal Federal Inspection Services (FIS) and support facilities, the Airport Office Building (AOB), and numerous ancillary support buildings for a total of over 18 million square feet.

3. GENERAL SCOPE

DEN has maintained on-call general construction contracts to provide construction services plus oversight of subcontractors during projects on an as-needed task basis. The scope of work varies from project to project. This may include, but is not limited to, office reconfigurations, concourse renovations, structural repairs, gate equipment replacements, and roofing/waterproofing. General contractors are primarily involved in planning and coordination before and during construction. However, their services may be requested during pre-construction activities for the design period (i.e., design-build solutions).

In general, the term "Task" and/or "Project" when it is used in this Scope of Work means all of the work associated with the proposal preparation, construction scheduling, cost estimating, preparation of safety and quality control plans, subcontractor, and worksite management, and administrative duties for any and all services as requested by the DEN Project Manager. The general contractor team ("Contractor") shall provide all work in accordance with the most current published DEN Design Standards Manuals (DSMs); the contract; all applicable Local, State and Federal codes and regulations; Airport Rules and Regulations; and shall adhere to the DEN Design Principles.

The current DEN DSMs, DEN Design Principles, and Airport Rules and Regulations are available for download under the DEN Business website:

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

4. TASK NOTICE FOR PROPOSAL (TNP)

The specific scope of work for each Task or Project will be issued to the Contractor in a TNP in the format as defined by the contract agreement. The Contractor shall submit to the Project Manager requests for site inspections and other investigations as necessary to prepare a work plan and proposal. The Contractor shall then furnish a work plan and price proposal to the Project Manager for all work described in the TNP.

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 key milestones
- Work breakdown according to Construction Specifications Institute (CSI) divisions
- Quantities and units of work as well as man-hours and material cost per unit
- Mark-ups on labor, material, equipment, and subcontractors
- Costs for performance and payment bonds

5. PROJECT TYPES AND CONTRACTOR TASKS

The types of projects will vary on a case-by-case basis. Some examples include, but are not limited to the following:

- Office renovations or remodels
- Concourse gate renovations
- Roof repair
- Central Utility Plan (CUP) construction activities
- Installation of utility infrastructure
- Installation of security infrastructure
- Elevator and escalator replacements
- Reconfiguration of baggage handling equipment

The Contractor will manage all aspects of construction for these types of projects, including elements and systems related to the following disciplines:

- Structural
- Mechanical
- Electrical
- Plumbing
- Life safety
- Fire alarm
- Fire protection
- Controls and Automation
- Telecommunications
- Interior finishes
- Demolition
- Site surveying
- Site preparation

- Materials testing

The Contractor will support these efforts by performing the following types of tasks:

- Pre-construction planning
- Design-build participation
- Scheduling
- Cost estimating
- Permitting
- Self-performance of work
- Subcontractor management
- Site supervision
- Quality control planning and management
- Safety planning and management
- Coordination with DEN Project Manager
- Participating in construction update meetings

6. PRE-CONSTRUCTION AND DESIGN SERVICES

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. Their involvement will help guide design decisions that will result in projects that can be executed in the most efficient manner possible. The Contractor may also be asked to develop preliminary cost and schedule documents during this period.

III. ADMINISTRATIVE INFORMATION

III-1 Issuing Office

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

III-2 Introduction and Acceptance of RFP Terms

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

III-3 Means of Communication

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

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

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

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

III-4 Interpretation of Proposal Documents

The Bidder may request, in writing, a clarification or interpretation of any aspect of the RFP documents. Such requests must be made via the Rocky Mountain E-Purchasing System (BidNet) website by the due date and time specified in the Schedule of Activities listed on Page 2. DEN shall post all questions and answers on the BidNet Website following the deadline for submittal of questions as an addendum to the bid. DEN will not accept or respond to oral inquiries except for those made at the Pre-Bid Conference. The only 'official' responses are those that are posted to the BidNet Website for this RFP.

Note: BidNet limits the number of characters DEN may use to respond to each question. For this reason, do not submit multiple questions within a single question box, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed.

III-5 Addenda

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

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

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

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

III-6 DEN Website

It shall be conclusively presumed that the Proposer did, before submitting a proposal and prior to the final proposal deadline, read all addenda, posted decisions and other information items relevant to the RFP which appeared on the DEN BidNet Website. Proposer may also contact the DEN Contract Administrator, Cate Marshall by email at contract.procurement@flydenver.com to confirm all posted information.

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

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

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

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

III-7 Withdrawal of Proposal

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

III-8 Rights of DEN

DEN reserves the rights to cancel or modify this RFP at any time and to reject any or all proposals for any reason or for no reason. This RFP is an open and equitable invitation for proposals, and each proposal constitutes an offer to contract that DEN may consider in its sole and absolute discretion. Any errors or omissions in a proposal may result in the rejection and disqualification of the entire proposal. Errors, omissions, and other acts that may result in proposal rejection and disqualification include, but are not limited to, failure to strictly comply with the RFP requirements or any applicable ordinances, rules, or

policies; the submission of any inaccurate or false information; any improper communications or collusion involving Proposers; default or termination for cause of any public or private contracts within the past five years; delinquent arrearages owed to DEN; and failure to submit proof of licensing or franchise authority and any related exclusivity requirements.

Notwithstanding the broad rights reserved to DEN to reject and disqualify any or all proposals, DEN may waive any immaterial deficiencies in proposals and may allow Proposers to cure any such deficiencies if an opportunity to cure is determined by DEN to be in DEN's best interests. If given an opportunity to cure, Proposers will be notified of the allotted time to correct the identified deficiency; failure to correct the deficiency in the time allotted may result in proposals being deemed non-responsive and disqualified. DEN's waiver of an immaterial deficiency will in no way modify the RFP or excuse Proposers from full compliance with all RFP specifications. DEN may exercise the foregoing rights at any time without notice and without any liability whatsoever to any Proposer or other party. By responding to this RFP, each Proposer is deemed to accept and agree to all of these terms and conditions and to waive any rights to challenge DEN's determinations regarding proposal deficiencies in accordance with this section.

During the evaluation process, DEN reserves the right to request additional information from any proposer, to seek clarification of information provided, to conduct its own due diligence with respect to any proposer or proposal, including Self-Guided Tours of a proposer's other operations, reference checks, credit checks, health department checks, or any other investigations deemed necessary.

III-9 Confidentiality of Records

Documents submitted to or created by DEN in response to this RFP are subject to the Colorado Open Records Act (C.R.S. § 24-72-201 *et seq.*) ("CORA"). In accordance with the Denver Revised Municipal Code, all documents submitted to or created by DEN in response to this RFP are confidential and privileged, and may not be inspected until an award is made or the solicitation is ended by DEN. An award is made when DEN formally executes a contract resulting from this solicitation. A solicitation is ended when the CEO declares the solicitation ended.

Proposals will be opened to avoid disclosure of contents to competing proposers during the process of negotiating and making an award. A register of proposers will be prepared and made available to the public after the proposals have been submitted.

CORA provides certain information deemed confidential, including commercial and financial data or privileged, proprietary, copyrighted information, or which describes trade secrets, is exempt from public disclosure. In the event of a request to DEN for disclosure of such information, time, and circumstances permitting, DEN will make a good faith effort to advise proposers of such request and provide an opportunity to identify and object to disclosure of any material proposers consider confidential, proprietary, or otherwise exempt from disclosure pursuant to CORA. In the event Proposers' objects to disclosure, DEN, in its sole and absolute discretion, or Proposer may file an application to the Denver District Court for a determination of whether disclosure is required or exempted as provided for in CORA. In the event a lawsuit to compel disclosure is filed prior to DEN's application, DEN will tender all such requested material to the court for judicial determination and Proposer may intervene if it objects to production of the material. Proposers agrees to defend, indemnify, and hold harmless DEN, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of a Proposer's objection to disclosure including prompt reimbursement to DEN of all reasonable attorney fees, costs,

and damages DEN may incur directly or may be ordered to pay by such court if DEN withheld information or records at Proposer's request.

III-10 Proposer Agreements

Proposers may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the Proposer desires to be included as part of the contract. Such forms may include Proposer's software licensing agreements, maintenance contracts, and technical support agreements. By accepting delivery of these items, DEN is not bound to accept them as part of an ensuing contract. DEN may negotiate such supplemental terms and conditions that do not materially conflict with the contract terms and conditions detailed in this RFP and do not materially change the nature of this solicitation or adversely affect competition. If the parties do not agree on the inclusion of the supplemental terms and conditions, DEN may: 1) enter into a contract with the apparent successful proposer without the agreements submitted by the proposer; or 2) DEN may enter into a contract with another responsive proposer. ***DEN's Required Contract Provisions, as set forth on the cover page to the sample agreement, are not subject to modification.***

III-11 Small Business Enterprise (SBE) Participation

Small Business Enterprise (SBE) Defined Pool Requirements

Article VII, Chapter 28, of the Denver Revised Municipal Code (D.R.M.C.), referred to in these Procurement Documents as the "SBE Ordinance" and any Rules or Regulations promulgated pursuant thereto apply to this Project and are incorporated into these Procurement Documents by reference. Under the SBE Ordinance, states the Director of Division of Small Business Opportunity ("Director") has the authority to designate expenditure contracted by the City and County of Denver to the SBE defined pool program. The Director has designated this solicitation as a small business defined pool procurement and in accordance with the SBE Ordinance requirements, award will be strictly limited to currently certified Small Business Enterprise (SBE) Firms in accordance with Section 28-205, D.R.M.C. In order to comply with the procurement requirements of the SBE Ordinance, proper SBE certification shall be a condition of responsiveness and award will only be made to the responsive, qualified SBE Proposer. Proposer's failure to comply with the SBE Ordinance, any Rules or Regulations promulgated pursuant thereto, or any additional requirement contained herein shall render the proposal nonresponsive and shall constitute cause for rejection. Failure by the contractor/consultant awarded the contract to comply with SBE Ordinance requirements during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the contractor/consultant, as deemed appropriate by DSBO. Copies of the SBE Ordinance and its accompanying Rules and Regulations are available for the use and review by Proposers, as well as additional SBE Guidance which can be found here: <https://www.denvergov.org/dsbo>. Proposers are encouraged to contact DSBO at (720) 913-1999 with specific questions related to compliance with this ordinance.

1. All Proposers, at the time of the submittal due date, must be properly SBE certified by the City on or before the date of the bid opening. DSBO maintains an SBE Directory ("Directory"), which is a current listing of SBEs that have been certified by the City. A copy of the DSBO Directory is located at DSBO web site at <https://www.denvergov.org/dsbo>.
2. Each Proposer shall submit completed DSBO Form pages entitled: Commitment to SBE Participation and 1B - List of Proposed Subcontractors, Subconsultants, and/or Suppliers, with the proposal at the time of the submittal due date. In addition, each Proposer must perform a commercially useful function for no less than thirty percent (30%) of the total amount of the contract.

PLEASE NOTE: The Proposer(s) must be certified in the NAICS code(s) that coincide with the scope of work they will be performing to count towards the SBE participation.

III-12 Certification of Independent Price and Work Determination

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

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

Further, each person signing Attachment 1, Part 1 Proposal Acknowledgement Letter, for this proposal certified that:

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

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

III-13 Designation of Subcontractors

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

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

III-14 Payment

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

III-15 Disclosure of Legal and Administrative Proceedings and Financial Condition

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

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

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

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

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

D. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees have been convicted of any crime related embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.

E. The Proposer shall submit (at time of submittal) its Dun & Bradstreet identification number. If the Proposer is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture.

F. If the Proposer is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.

G. During contract negotiations, the Proposer may be asked to submit the following:

1. An audited statement of overhead rates, payroll taxes and operating (profit) margin used to calculate hourly billing rates for DEN and approval. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates Sheet, may be requested for each entity without audited overhead rates. This statement shall cover the Proposer's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified Audited Statement in which the accountant expresses his or her opinion as to the fairness with which the statement represents the Proposer's financial position, results of operations and changes in financial position.
2. If the Proposer is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates Sheet, may be requested for each entity without audit overhead rates. If any individual owns thirty-two percent (32%) or more of the Proposer, a Certified Audited Statement is required for each such individual or if a Certified Audited Statement is not available, then the individual must supply copies of his or her federal tax returns for the prior two (2) years.
3. If a Proposer is a small business as defined by the United States Small Business Administration, the Proposer may elect to submit copies of its Federal tax return for the prior two (2) years and prepare a Core Staff Labor Rates Sheet, in lieu of a Certified Audited Statement.
4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

III-16 Insurance Requirements

Proposer shall adhere to all insurance requirements stated in Exhibit C, which are attached hereto and incorporated herein by reference. ACORD FORM (or equivalent) must be emailed in pdf format to: contractadmininvoices@flydenver.com

III-17 Governmental Immunity

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

III-18 Security

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

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

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

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

Each Participant shall designate an Authorized Signatory to ensure the Participant's compliance with the Airport Security Program and act as the point of contact between the Participant and Airport Security. The Authorized Signatory shall be designated in writing to Airport Security by the Participant.

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

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

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

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

III-19 Airport Identification (ID) Badge Requirements

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

The individual must complete an application, on a form prepared and currently approved by Airport Security. Two (2) valid forms of identification must be presented with the application, one of which must be a government-issued photo identification. The second form of identification must verify proof of citizenship (i.e., birth certificate or legal residency with work authorization). All information regarding the individual's name, age, gender, and other vital statistics on both forms of identification must be consistent and verifiable.

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

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

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

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

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

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

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

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

III-20 Background Checks

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

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

III-21 Vehicles in the Secured Area

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

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

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

III-22 Violations

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

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

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

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

III-23 Diversity and Inclusivity in City Solicitations

Each Proposer shall, as a condition of responsiveness to this solicitation, complete and return the "Diversity and Inclusiveness in City Solicitations Information Request Form" with their proposal.

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

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

For DEN to consider a proposal, Proposers must complete the electronic version of the 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.** The form is found at:

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

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

III-24 Wage Ordinances

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

III-25 Taxes

1. **General:** Proposers shall refer to the General Conditions, G.C. 323 regarding taxes to which Proposer may be subject in performing the Work under this Contract, including but not limited to, sales and use taxes and the Denver Occupational Privilege Tax. The following instructions are to be considered along with the General Conditions – and not in lieu of them.
2. **Sales and Use Tax:** Construction and building materials sold to contractors and subcontractors for use on structures, roads, streets, highways and other public works owned by the City at DEN are exempt from state, RTD and Cultural Facilities District sales and use taxes. However, such materials will be subject to sales and use taxes imposed by the City.

3. Exemption Certificates – Sales and Use Tax: Contractor and Contractor's subcontractors are responsible for applying to apply to the Colorado Department of Revenue (CDOR) for a certificate or certificates of exemption, indicating that their purchase of construction or building materials is for a public project, and to deliver to the City copies of such applications as soon as possible after approval by the CDOR. Proposers shall not include in their proposal amounts the State, RTD and Cultural Facilities District Sales and Use Taxes.
4. Denver Occupational Privilege Tax: Any employee working for a Contractor or a subcontractor who earns over Five Hundred Dollars (\$500.00) working in Denver during a calendar month is subject to the payment of the Employee Occupational Privilege Tax. The Contractor and any subcontractor must pay the Business Occupational Privilege Tax for each of its employees who are subject to such tax.

III-26 Materials and Substitutions

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

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

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

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

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

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

III-27 Permit Fees

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

III-28 Construction Scheduling

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

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

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

III-30 Payment & Performance Bonds

The awarded Contractor will be required to submit Payment & Performance Bonds which guarantees it will fulfill its contractual obligations under this project and guarantees it will pay its subcontractors, material suppliers and/or laborers for any work and materials provided. The amount of the Bonds will be one hundred thousand (\$100,000.00). Should the awarded Contractor default on its obligations and fails to complete the project, a claims process may be initiated. If Contractor is found to be in breach of the Contract, it must compensate the City up to the full amount of the Bonds.

III-31 Project Controls Requirements

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

END OF INSTRUCTIONS TO PROPOSERS

IV. PREPARATION OF PROPOSAL

IV-1 Preparation of Proposal - Proposal Forms

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

An authorized representative of the Proposer shall execute Attachment 1, Part 1 of its Proposal Forms – the "Proposal Acknowledgment Letter."

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

IV-2 Preparation of Proposal - Proposal Narrative

A. GENERAL

The Proposer shall prepare its proposal in the format described below and must ensure that each page of its proposal is identified with the:

- Contract Name
- RFP #
- Proposer's name
- Page number

B. FORMAT

Proposals shall meet the following formatting requirements:

- Proposals shall be printable on 8 ½" x 11" paper
- Proposals shall use the font type and size of Times New Roman 12 point.
- **Proposals shall be in a format and in the order the Narrative Content is listed below.**
- Proposals shall include a table of contents.

- Proposals shall include tabbed or bookmarked sections as appropriate.
- **The proposal narrative shall not exceed 25 pages.** This page limit does not include the cover letter, resumes, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs, or DEN-required forms.
- Resumes shall be limited to one (1) page per individual. Please attach resumes to the end of your proposal after additional information.
- Proposals which contain unnecessarily elaborate artwork are discouraged.
- Proposal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.
- Exhibit K and Exhibit L shall be submitted separately from the main proposal.

IV-3 Proposal Narrative Contents

This section describes the required contents for your proposal. The proposal is to be organized as follows:

Cover Letter

The Proposer shall prepare a cover letter, not exceeding two (2) pages in length, which summarizes the key points in the proposal. It shall include the full name of the company or joint venture members and all proposed subconsultants. If the Proposer is made up of more than one (1) company, the legal relationship between those companies must be described. The cover letter must include a statement committing the availability of the key personnel identified in Section 4, below, to perform the work for the duration of the Contract term. The letter must be signed by a person who is authorized to sign a contract with DEN. This signatory shall be the same person identified in in Attachment 1, Part 1 Proposal Acknowledgement Letter, as the authorized representative.

If the Proposer believes any information, data, process, or other material in its proposal should be considered by DEN to be confidential or proprietary, the Proposer shall identify that material with specificity as to the page and paragraph and on what basis it believes the material is proprietary or confidential. Proposals with all materials marked "Confidential" will be treated as if none of the materials are confidential.

Narrative Contents
1. Cost Effectiveness
2. Equity, Diversity, and Inclusion Plan (EDI Plan)
3. Understanding the Project
4. Proposed Work Plan and Approach
5. Key Personnel and Ability to Respond
6. Company Experience & Qualifications

1. Cost Effectiveness

Cost-effectiveness is essential for a successful project delivery based on each task. Describe the Proposer team's philosophy on cost-effectiveness and efficiency to help DEN meet the project budget without compromising quality. Explain the quality control philosophy of the consultant/subconsultant and strategy to minimize errors or re-work that may result in increased costs to the project. Describe the Proposer's process on right sizing the team for each task to help DEN achieve project objectives,

optimizing team expertise and capabilities, while complying with the contract SBE goal. Describe methods used to manage subconsultants to maintain effectiveness and quality.

Discuss how the Proposer will utilize previously completed work, analyses, and reports to inform task and project delivery without compromising quality, accuracy, or validity of results. Describe the competitive edge your proposed team provides to DEN from a cost-savings perspective. Please describe any processes unique to your company or team that adds value to your proposal, as well as any technology which you employ (proprietary or otherwise) which you use to mitigate costs for your clients.

2. Equity, Diversity, and Inclusion Plan (EDI Plan)

The City is committed to advancing its vision of business equity, diversity, inclusion, and sustainability through growing the capacity of our historically underutilized multicultural businesses which shall include businesses and those owned by various ethnicities, genders, veterans, LGBTQ+, and individuals living with disabilities, as well as those in economically distressed or redlined neighborhoods. As previously stated in the City's Values Statement, the City will provide significant contracting opportunities among these historically underutilized multicultural businesses and ensure they benefit from the contract. Aligning with the City's intention to contract with historically underutilized multicultural businesses, this contract's historically underutilized multicultural business engagement initiatives are intended as a part of the City's values and commitment to ensure historically underutilized multicultural businesses are actively and impactfully participating throughout the life of the Project. The City believes that the utilization of these historically underutilized multicultural businesses is a best value in the procurement of its contracts, and the award of proposals of this Project will be determined, in part, on the Proposer's commitment to the growth and sustainability of historically underutilized multicultural businesses. As specified in the City's values, it is the City's expectation that the Proposer exemplify its alignment to that of the City's values and EDI as part of their business culture and practice.

The Proposer shall describe what they have done to engage with historically underutilized multicultural businesses in their ongoing operations. The engagement should be an innovative, comprehensive, open, and transparent approach that makes a significant impact through the promotion of equity, diversity, and inclusion to improve opportunities that ensure fair and just access to jobs, housing, education, mobility options, and healthier communities. This engagement may include, but is not limited to, utilization of historically underutilized multicultural businesses, mentor / protégé programs, prompt payment, workforce expansion, joint ventures, technical assistance, access to capital platforms and community outreach.

Proposer's response in the form of a plan should include, but is not limited to:

- A. Equity, Diversity, and Inclusion Strategies. Describe the strategies and tactics Proposer will use to increase the participation of new and existing historically underutilized multicultural businesses in contracting opportunities, and the degree to which these and other strategies drive or play a role in upholding a culture of equity, diversity, and inclusion in the Proposer's organization.
- B. Technical Assistance & Support Services. Describe the assistance and/or guidance that Proposer is and will provide to small businesses that helps move this next generation of

historically underutilized multicultural businesses forward. This assistance and/or guidance could include technical, financial, or support services to the historically underutilized multicultural businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners. Describe the community resource organizations that Proposer is and will partner with and/or sponsor to provide assistance and/or guidance to historically underutilized multicultural businesses. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms etc.

- C. Procurement Process. Describe Proposer's procurement process (including policies and procedures) and provide details on the principles used throughout the process to remove barriers in an effort to promote equity, diversity, and inclusion and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.
- D. Communication and Vendor Management. Describe the communication strategies and assistance Proposer is and will use with historically underutilized multicultural businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, and dispute resolution.
- E. Past Performance. Provide examples where the Proposer has been successful in promoting equity, diversity, and inclusion both internally and externally. Describe practices of Proposer's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe how the Proposer has promoted these values to both historically underutilized multicultural businesses and communities that they serve.

Describe times when Proposer has been successful in promoting the participation of historically underutilized multicultural businesses and/or any assistance provided to the historically underutilized multicultural businesses that promoted their overall growth and success. Examples of such promotion may include, but are not limited to, bonding and insurance assistance, mentor-protégé programs, prompt payment, workforce expansion, innovative and successful partnering with historically underutilized multicultural businesses (i.e., joint venture, performing as a subcontractor to a historically underutilized multicultural business, etc.) technical assistance, access to capital platforms, innovative teaming strategies between historically underutilized multicultural businesses and proposer (i.e. DSBO approved joint ventures or historically underutilized multicultural businesses performing as prime), and community outreach.

- F. Proposer's Culture. Describe how EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3) expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.
- G. Future Initiatives. Provide a roadmap of the work Proposer intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally. Describe practices

Proposer intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe any plans Proposer has made to promote these values to both businesses and communities that they serve.

3. Understanding the Project

Prepare a statement which describes the Proposer's understanding of the work involved in performing the Scope of Work. Discuss understanding of the proposed Scope of Work; the complexity, challenges and problems involved in planning and performing that work; approaches and philosophy for dealing with problems; sensitivity and experience dealing with key issues and any additional issues or matters relating to the Scope of Work which the Proposer believes should be addressed.

4. Proposed Work Plan and Approach

Prepare a description of the Proposer's project management and organizational approach, and methods for performing the Scope of Work. This shall include the proposed effort for completing the work on schedule and the methods the Proposer would use to coordinate its work with other entities and consultants whose work must interface or connect with work performed by the Proposer.

In addition, describe the Proposer's existing project management control methods and progress reporting systems. Any products obtained from the Proposer's systems must be in a format which shall allow direct input into DEN's Microsoft Excel and Microsoft Word systems.

5. Key Personnel and Ability to Respond

Prepare an organizational chart which identifies the Proposer's and subcontractor's (if applicable) key personnel who would perform work under the Contract. The organizational chart can be on 11" x 17" if needed. Describe the qualifications of each subcontractor which the Proposer plans to retain to perform work. Describe the type of work which will be assigned to each subcontractor.

Describe the Proposer's current ability to effectively and conveniently perform the Scope of Work and to coordinate its efforts with DEN and its other consultants. For the Proposer and each subconsultant on a team, list office addresses and total number of employees, and the number of both professional and support employees located at those offices. Proposers shall identify the location where work on this project would be performed.

Submit detailed resumes for the proposed key staff personnel including key personnel of subcontractors that are identified within Exhibit B. Include a description of their qualifications and experience and a description of their position and length of employment with the Proposer or subcontractor.

6. Company Experience & Qualifications

Please discuss your experience and approach to providing the services detailed in the Scope of Work, above. Include information on previous projects where these services have been provided by your company and discuss your methodology, challenges that typically arise, lessons learned, the expected level of assistance required from the client to accomplish each specified task, and any other relevant factors.

At a minimum, the following information shall be included as appropriate to the Scope of Work:

- Project name
- Project description and contract value
- Scope of Work
- Location
- Owner name, address, current contact person, and telephone number
- List any subconsultants and percentage of work performed
- Gross fees
- Outcome/result

7. Additional Information

The Proposer is invited to describe any aspects of its organization or proposal which, by way of background, experience, unique qualifications, or other basis, sets this company (team, etc.) apart from the competition in its ability to accomplish this Scope of Work.

V. EVALUATION OF PROPOSALS

V-1 Evaluation of Proposals

DEN's Evaluation and Selection Committee (Evaluation Committee) will review and evaluate the proposals in accordance with the Evaluation Criteria below, the Proposer's demonstrated experience and the Proposer's qualifications as they relate to the scope of services required. The Proposer's ability to present its proposal in writing in a clear, concise, and organized manner will be considered in the evaluation. Responsive Proposers may be required to participate in interviews to be held in the presence of the Evaluation Committee. DEN shall then, taking into consideration the recommendations of the Evaluation Committee, attempt to negotiate a Contract with the Proposer which it considers the most qualified, responsive, and responsible.

Any scoresheets, notes, deliberations, and ultimate conclusions of the Evaluation Committee will be kept strictly confidential up through and after award of the opportunity and are protected by the deliberative process privilege. The Evaluation Committee's function is to assist the CEO in determining which proposal(s) to recommend for award. However, the CEO has the sole and absolute discretion to recommend any proposal for award deemed to be in accordance with the best interests of DEN. Proposers may not contact members of the Evaluation Committee for any reason whatsoever once this RFP is issued.

V-2 Past Performance

If a proposer has performed prior work at DEN, documented instances in which the proposer failed to perform under the terms of the contract may be reviewed as part of DEN's overall evaluation. This evaluation will consider past performance information submitted as a part of such Proposer's proposal including but not limited to, information regarding predecessor companies, key personnel who have relevant experience, and subcontractors performing major or critical aspects of the service(s), if such information is relevant.

V-3 Shortlisting and Interviews (If Necessary)

The Evaluation Committee will prepare an initial evaluation, in accordance with this Section V. The Evaluation Committee, may, at its discretion, invite the highest ranked proposers for in person interviews. Such presentations and/or site visits will be at the Proposer's expense.

Interviews are an opportunity for members of the Evaluation Committee to ask questions and/or seek clarification of proposals from proposers. The Evaluation Committee may provide questions to proposers in advance of the interview. In the interest of minimizing proposers' costs, the following rules will apply to interviews:

Proposers invited to an interview **may not**:

- Bring merchandise, gifts, or any other leave-behinds for the Evaluation Committee;
- Introduce new information at interviews not in the original written proposal;
- Change or alter the proposed business terms or concept in any way.

Proposers may provide written answers to any questions provided in advance by the Evaluation Committee.

All invited proposers may be asked to prepare a presentation, lasting no longer than 30 minutes, explaining the company's strong points in each area of the evaluation criteria. Presentations are due three (3) days prior to the interview date. The presentation will be incorporated into the time allotted for the interview; no additional time will be provided.

The presentation must be in a PC compatible format utilizing standard MS Office Suite including PowerPoint. Proposers may use a PowerPoint presentation in their interview. The PowerPoint must be emailed to contract.procurement@flydenver.com three (3) days prior to their interview date.

Following interviews, if any, each member of the Evaluation Committee may revise its initial evaluation. The Evaluation Committee's work is complete when the CEO authorizes direct negotiations with a proposer.

V-4 Best and Final Offers

DEN, at its discretion, may utilize a Best and Final Offer (BAFO) stage after submission and prior to award to clarify the Scope of Work, assure full understanding of, and responsiveness to, the solicitation requirement, update pricing, or any other component of the RFP identified by DEN. In BAFO discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers. The Contract Administrator Agent shall coordinate the proposer's responses for review by the Evaluation Committee. The Contract Administrator shall be the SOLE point of contact throughout the process for all proposers. If DEN requests a BAFO stage, Evaluation Committee members may revise their initial scores based upon additional information and clarification received in this phase. In lieu of revising scoring, DEN reserves the right to evaluate BAFOs by use of a narrative.

V-5 Evaluation Criteria

In preparing responses, Proposers shall describe in detail how they propose to meet the specifications detailed in Section II, Scope of Work. Specific factors will be applied to the proposal information to assist DEN in selecting the most qualified proposer(s) for this opportunity. Evaluation criteria that will be used as follows, listed in no particular order.

Evaluation Criteria	
1.	Cost Effectiveness
2.	Equity, Diversity, and Inclusion Plan (EDI Plan)
3.	Understanding the Project
4.	Proposed Work Plan and Approach
5.	Key Personnel and Ability to Respond
6.	Company Experience & Qualifications

END OF INSTRUCTIONS TO PROPOSERS

VI. SPECIAL CONDITIONS

SC-1 CONSTRUCTION CONTRACT GENERAL CONDITIONS

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

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

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

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

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

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

Document

Volumes 1 & 2 (See the Master Table of Contents, page TOC-3, for the content of these volumes)
Contract Drawings

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

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

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

SC-3 REVISIONS TO G.C. 201

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

SC-4 CITY LINE OF AUTHORITY AND CONTACTS

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

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

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

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

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

Project Manager, the City representative who has day to day administrative responsibility of this Contract, 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: Steve Toeppen, Airport Infrastructure Management Office, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249, phone 303-342-2200.

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

SC-5 CONTRACTOR PERFORMANCE; SUBCONTRACTING

With respect to General Condition 501, no more than ninety-five percent (95%) of the work may be subcontracted. If it is determined to be in the City’s best interest, this percentage may be modified throughout the course of the project by the SVP-AIM.

SC-6 COOPERATION WITH OTHERS

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

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

SC-7 PROSECUTION AND COMPLETION OF THE WORK:

The Work to be performed under the Contract is described in the Technical Specifications and Contract Drawings. The Contractor shall complete the Work within 950 consecutive calendar days from Notice to Proceed.

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

SC-8 LIQUIDATED DAMAGES

If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Contractor shall be liable to the City for liquidated damages at the rate of One Thousand Dollars (\$1,000.00) per day until substantial completion is achieved.

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

SC-9 FACILITY SECURITY AND PERSONNEL ACCESS

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

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

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

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

due and payable to the Contractor under this Contract.

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

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

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

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

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

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

DEN Contact: HSS Management
(303) 342-4366

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-10 CONSTRUCTION ACCESS

The work site is located at 26920 E. 86th Avenue, Denver, CO 80249. The Contractor shall have access to the work site via Airport Office Building (AOB) Gate, with all equipment and materials delivery routes TBD.

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

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

SC-11 VEHICLE PERMITTING

Vehicle access on the Airport Operation Area ("AOA") is controlled by and requires permission from the Airport Access Services Office. It is not anticipated that the Contractor will need to operate vehicles on the AOA to perform the Work. Only direct construction support vehicles and/or equipment will be allowed in the contractor's work areas or sites.

SC-12 VENDORS AND SUPPLIERS

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

SC-13 COMMUNICATION DEVICES

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

SC-14 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

The Contractor and its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order No. 94 and Attachment A thereto concerning the use, possession, or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor from City facilities or participating in City operations.

SC-15 ATTORNEYS' FEES

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

SC-16 INSURANCE REQUIREMENTS

In accordance with the provisions of Title 16 of the General Conditions, the minimum insurance requirements for this contract are set forth in Attachment 4, Insurance Requirements. The Contractor specifically agrees to comply with each condition, requirement or specification set forth in the attachment for each required coverage during all periods when the required coverages are in effect.

Contractor and sub-contractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, required insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or sub-contractors.

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

The City and County of Denver in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or sub-contractors. The Contractor shall assess its own risks as it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Contractor shall furnish the City and County of Denver with certificates of insurance (ACORD form or equivalent approved by CCD) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of the Contract. All insurance coverages for sub-contractors shall be subject to the minimum requirements identified in the Exhibit. All sub-contractors' certificates and endorsements shall be received and approved by the Contractor before work commences. The City reserves the right to request copies of these certificates at any time.

All certificates required by this Contract shall be sent directly to ContractAdminInvoices@flydenver.com. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

SC-17 SUBCONTRACTOR RELEASES

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

SC-18 ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS, FEDERAL PROVISIONS

This contract is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for airport purposes. The "Federal Requirements" section attached hereto is made a part of this Contract.

SC-19 ESTIMATED QUANTITIES OF UNIT PRICED ITEMS

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

SC-20 REVISIONS TO G.C. 1102

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

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

SC-21 LISTING OF ACCEPTABLE MANUFACTURERS

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

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

If any Work is performed in or adjacent to parking facilities at the Airport, the Contractor is responsible for compliance with this SC-30. "Accessible" parking spaces and access aisles as used in this SC-30 mean parking spaces and access aisles which are accessible for, and reserved for use by, persons with disabilities. These parking spaces and access aisles are designed and built to standards established by federal regulations implementing the Americans with Disabilities Act of 1990 ("ADA") and are marked by signage. "Accessible routes of travel" as used herein means routes through parking facilities which comply with ADA accessibility standards, including degree of slope and absence of obstructions.

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

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

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

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

SC-23 SUBCONTRACTOR PAYMENTS AND SUBCONTRACTOR RELEASES – REQUIRED USE OF THE B2G CONTRACT MANAGEMENT SYSTEM

The Contractor is required to use the City B2G Contract Management System to report all subcontractor payments and shall adhere to the City's Procedure for Reporting Subcontractor Payments. It is the Contractor's obligation to ensure that complete subcontractor information is entered into the B2G System prior to submission of the first application for payment to avoid any delays in payment. The Contractor shall, prior to the submission of each subsequent invoice, ensure payments to subcontractors have been entered into the B2G System, including subcontractor confirmation of amount of payment received, for services performed during the prior billing period.

SC-24 PAYMENTS TO CONTRACTORS

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

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

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

Agency/Firm

DEN Division CA

DEN Division PM

DEN Division Director

DEN Contract Services CA

CCD Denver Prevailing Wage

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

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

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

END OF SPECIAL CONDITIONS

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

City and County of Denver
Denver International Airport

Proposer: _____ Date: _____

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

In response to the Request for Proposal (RFP) dated April 1, 2022, for RFP NO. 202161611, the undersigned hereby declares that he/she has 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: _____

The undersigned certifies that he/she has examined and is fully familiar with the proposal documents and has satisfied him/herself with respect to any questions regarding the RFP which could in any way affect the undersigned's understanding of the Scope of Work or any estimate of the cost thereof.

Signature: _____

Type or print name: _____

Proposer's Business Address: _____

E-mail address: _____

Attachment 1, Part 2 Proposal Data Form

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

Proposer Name: _____

Proposer Address: _____

Phone: _____ Fax _____

Email: _____

Federal Identification Number: _____

Principal in Charge (Name & Title): _____

Project Manager for this RFP (Name & Title): _____

Equal Employment Opportunity Officer: _____

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

**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

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: _____

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):

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 _____

Print Name _____

Date _____

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 _____ (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 _____

Print Name _____

Date _____

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

Attachment 1, Part 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 _____ day of _____, 20____.

Proposer Company Name: _____

Proposer Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Fax Number: _____

Social Security or Employer ID No.: _____

PROPOSER'S SIGNATURE:

ATTEST:

(Corporate Seal Here)

Printed Name

Secretary's Signature

Printed Name

Attachment 1, Part 5 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: _____

Proposer Company Name: _____

By: _____

Title: _____

Attachment 1, Part 6 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 ___ 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 ___ 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 ___ has not ___ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does ___ does not ___ employ fifty (50) or more employees.

Dated: _____

Proposer Company: _____

By: _____

Title: _____

VIII. ATTACHMENT 2, SBE 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 solicitation document.

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

This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the SBE participation. 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(es)]:

COMPLETE IF YOU ARE AN SBE PRIME:

The City and County of Denver requires that each Bidder/Proposer must perform a commercially useful function for no less than thirty percent (30%) of the total amount of the project.

- ☐ The Bidder/Proposer is a certified SBE with the City and County of Denver and is committed to self-performing ____%.
- ☐ The Bidder/Proposer is committed to utilizing SBE subcontractors, subconsultants and/or suppliers, committing to ____% Additional SBE Participation on the contract.

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 SBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this SBE Procurement/Contract Language.

Bidder/Proposer (Name of Firm):

Firm's Representative:

Title:

Signature (Firm's Representative):

Date:

Address:

City:

State:

Zip:

Phone:

Email:

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

City & County of Denver Contract No.: _____

To be completed by all proposers/submitters including certified self-performing firms.

Please list all known firms the undersigned proposes to utilize. **This form shall be utilized for RFQ/RFP/On-Call or any other procurements DSBO deems required with undetermined dollar amount associated with the proposed firms work.** Certified firm(s) must be listed and must be certified by the City and County of Denver in the small business program that corresponds with the established small business participation goal for the project. If additional pages are required, please copy and attach the second page. Form 1A must be updated and submitted to DSBO upon contract execution and when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

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

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

Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	
Phone:	Email:
Type of Service:	

Name of Firm: <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:	
Phone:	Email:
Type of Service:	

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

IX. ATTACHMENT 3, FORM W-9

FORM W-9

Please complete the Request for Taxpayer Identification Number
and Certification (FORM W-9) and submit with your proposal.

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

X. **ATTACHMENT 4, INSURANCE REQUIREMENTS**

INSURANCE REQUIREMENTS

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

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

EXHIBIT C

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION ON-CALL SERVICE AGREEMENTS INCLUDING OWNER CONTROLLED INSURANCE PROGRAM (OCIP/ROCIP) PROJECTS

1. General Information

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

NOTICE OF CHANGE TO ROCIP: DEN reserves the right to terminate or modify the 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 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 in accordance with the terms and conditions of this Agreement.

1.1 On-Call Contractors

On-Call Contractors may be issued task or work orders under this Agreement that are related to either non-ROCIP projects or ROCIP projects and the insurance requirements applicable would be assigned as follows:

- 1.1.1 For task or work orders related to non-ROCIP projects: Refer to Section 2.
- 1.1.2 For task or work orders related to ROCIP projects where Contractor is an Excluded Party based on scope of work: Refer to Section 2.
- 1.1.3 For task or work orders related to ROCIP projects where Contractor is an Eligible Party based on scope of work: Refer to Section 3.

1.2 ROCIP Manuals

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

[DEN ROCIP III Insurance Manual](#)
[DEN ROCIP III Safety Manual](#)
[DEN ROCIP III Claims Guide](#)

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

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

2.1 Certificate Holder

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

2.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

- ACORD FORM (or equivalent) must be emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

2.3 Coverage and Limits

2.3.1 Commercial General Liability

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

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

2.3.1.2 Coverage shall include Mobile Equipment Liability.

2.3.2 Business Automobile Liability

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

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

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

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

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

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

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

2.3.3 Workers' Compensation and Employer's Liability Insurance

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

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

2.3.4 Professional Liability (Errors and Omissions) Insurance

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

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

2.3.5 Contractor's Pollution Legal Liability

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

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

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

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

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

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

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

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

2.3.7 Unmanned Aerial Vehicle (UAV) Liability

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

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

2.3.8 Excess/Umbrella Liability

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

2.4 Reference to Project and/or Contract

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

2.5 Additional Insured

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

2.6 Waiver of Subrogation

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

2.7 Notice of Material Change, Cancellation or Nonrenewal

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

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

2.8 Additional Provisions

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

- 2.8.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 2.8.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 2.8.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.
- 2.8.13 Contractor shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance within ten (10) days of each policy renewal.
- 2.8.14 Contractor's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors

3.1 Insurance Provided by the DEN ROCIP

DEN retains the right to have this Project insured under a ROCIP. ROCIP coverage shall provide: (i) Commercial General Liability, (ii) Workers' Compensation & Employer's Liability, (iii) Excess Liability, (iv) Contractor's Pollution Liability, and (v) Builder's Risk as outlined herein and as defined by the respective policies for each coverage, for the period from the start of Work through completion and final acceptance by DEN except as otherwise provided herein.

3.2 Enrollment Required

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

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

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

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

3.4 Insurance Premiums

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

3.5 Off Site Operations Coverage Under ROCIP

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

3.6 DEN ROCIP Insurance Manual

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

3.7 Conflicts

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

3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

3.8.1 Insurance Provided by DEN

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

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

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

3.8.1.2 Commercial General Liability – On Site Only

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

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

3.8.1.3 Excess Liability Insurance

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

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

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

3.8.1.4 Contractor's Pollution Liability

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

3.8.1.5 Builder's Risk Insurance

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

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

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

DEN and Contractor shall waive all rights against (1) each other and any of their subcontractors of any tier, and all respective agents and employees, and (2) the architect, architect's consultants, separate contractors, if any, and any of their subcontractors of any tier, and all respective agents and employees, for damages caused by fire or other causes of loss to the extent covered by Builder's Risk Insurance obtained pursuant to this Section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by DEN as fiduciary. DEN or Contractor, as appropriate, shall require of the architect, architect's consultants, separate contractors, and their subcontractors of any tier, and all respective agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

3.8.2 Claim Chargeback

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

3.9 Other Insurance Provided By Enrolled Parties

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

3.9.1 Certificate Holder

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

and

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

3.9.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

- ACORD FORM (or equivalent) must be emailed in pdf format to:
contractadmininvoices@flydenver.com
and heather_lawson@ajg.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

3.9.3 Commercial General Liability – Off Site Only

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations for Contract operations not physically occurring within the Project Site in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 policy and annual aggregate.

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

3.9.4 Business Automobile Liability

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

- 3.9.4.1 If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- 3.9.4.2 If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.
- 3.9.4.3 The policy must not contain an exclusion related to operations on airport premises.

- 3.9.4.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on its policy.
- 3.9.4.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
- 3.9.4.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

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

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

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

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

3.9.6 Professional Liability (Errors and Omissions) Insurance

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

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

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

Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing for applicable services outlined in this Agreement.

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

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

3.9.8 Excess/Umbrella Liability:

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

3.9.9 Reference to Project and/or Contract

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

3.9.10 Additional Insured

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

3.9.11 Waiver of Subrogation

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

3.9.12 Notice of Material Change, Cancellation or Nonrenewal

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

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

3.9.13 Additional Provisions

- 3.9.13.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the Contractor.
- 3.9.13.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
- 3.9.13.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.

- 3.9.13.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
- 3.9.13.5 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 3.9.13.6 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 3.9.13.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 3.9.13.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 3.9.13.9 The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
- 3.9.13.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 3.9.13.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 3.9.13.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.
- 3.9.13.13 Contractor shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance within ten (10) days of each policy renewal.
- 3.9.13.14 Contractor's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

4. Contractor Warranties and Agreements

4.1 Accuracy of Contractor-provided Information

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

4.2 Contractor Responsible to Review Coverage

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

4.3 Audit

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

4.4 Insurance Costs Removed

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

5. Contractor Obligations

5.1 ROCIP Documents Shall be Provided to Subcontractor

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

5.2 Timely Enrollment Required

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

5.3 Compliance with Conditions

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

5.4 Claims Cooperation

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

5.5 Monthly Payroll Submission

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

5.6 Response to Information Requests

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

5.7 Responsibility for Safety

Notwithstanding the DEN ROCIP, the Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work. Contractor is solely responsible, at no adjustment to the contract sum payable or contract time, for initiating, maintaining, and supervising all safety precautions and programs relating to the conduct of Work including, without limitation, any safety programs or procedures that are required by any applicable state or federal laws, rules or regulations, or under the terms of the DEN ROCIP Safety Manual.

5.8 Duty of Care

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

6. Notices and Costs

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

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

6.2 Contractors Responsible for Own Equipment

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

6.3 No Release; No Waiver of Immunity

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

6.4 DEN Right to Withhold Payments

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

6.5 DEN Remedies

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

6.6 Off Site Storage

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

6.7 Partial Occupancy

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

6.8 DEN Right to Exclude Parties from the DEN ROCIP

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

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

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

7. Definitions

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

(ii) occasionally visit a Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason

- Day labor employees (individuals working directly for the Contractor and not procured through a third party

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

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

Project Site:	Means those areas designated in writing by DEN in a Contract document for performance of the Work and such additional areas as may be designated in writing by DEN for Contractors' use in performance of the Work. Subject to the ROCIP Insurer(s) written approval, the term "Project Site" shall also include: (1) field office sites, (2) property used for bonded storage of material for the Project approved by DEN, staging areas dedicated to the Project, and (4) areas where activities incidental to the Project are being performed by Contractor or subcontractors covered by the DEN ROCIP Worker's Compensation policy (if included), but excluding any permanent locations of any Enrolled Party. <i>Items 1 through 4 above must be approved by the ROCIP Insurer and listed on the DEN ROCIP insurance policies.</i>
Subcontract:	The written agreement between Contractor and subcontractor, or between subcontractor and a lower tier subcontractor, describing the Work, subcontract terms and conditions, or a portion thereof.
Subcontractor:	Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor to perform Work at the Project Site and any of these subcontractor's lower-tier subcontractors.
Work:	Operations, as fully described in the Contract and Subcontract, performed at the Project Site.

XI. ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

For the City or the City Agency to consider a bid/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.

XII. ATTACHMENT 6, SAMPLE CONTRACT

SAMPLE CONTRACT

The Sample Contract is contained in the pages immediately following this page.

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

SAMPLE AGREEMENT

Notice to Proposers:

City Required Contract Provisions

The following contract provisions are required in every contract issued by the Department of Aviation. The language of each clause is drafted in accordance with city, state and federal obligations placed on the airport and is not subject to modification. Accordingly, proposers should carefully review this Sample Agreement provided with the Request for Proposals, including these required provisions, in preparation of their proposals.

- 1. Indemnification**
- 2. Basic insurance requirements**
- 3. Limitation of liability (available in narrowly applicable circumstances)**
- 4. Federal requirements**
 - a. Standard Federal Aviation Administration grant assurances (Appendix 1 to the Sample Agreement)**
 - b. Federal Aviation Administration document retention and review requirements**
- 5. Airport security requirements**
- 6. City code and charter; state statutes**
 - a. Prompt pay**
 - b. Prevailing wage**
 - c. Immigration provisions (Not applicable for contracts for Information Technology services or IT products and services – See, C.R.S. 8-17.5-101(6)(b)(V))**
 - d. Colorado open records act**
 - e. DSBO (if applicable to subject matter of contract)**
 - f. City nondiscrimination language**
 - g. Dispute resolution**
- 7. Denver Executive Orders (“XOs”)**
 - a. Environmental**
 - b. Drugs alcohol tobacco**
 - c. Nondiscrimination in contracts**
- 8. Airport System General Bond Ordinance (1984, as amended).**
- 9. Choice of law (Colorado)**
- 10. Jurisdiction and venue (Colorado)**

CONTRACT FOR 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 **VENDOR NAME**, a **Jurisdiction from the SOS website** corporation authorized to do business in the State of Colorado (“**Choose an item.**”) (collectively the “**Parties**”).

W I T N E S S E T H

WHEREAS, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation of the work described in Request for Proposal No. 202161611, On-Call General Construction SBE 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 (“**BIM**”) if applicable
- Change Directives
- Change Orders
- Appendix 1 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 Conditions

- Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of Contents attached as Exhibit F)
- Exhibit G Payment and Performance Bond
- Exhibit H Request for Proposals and Contractor’s Response to Request for Proposal and Forms
- Exhibit I Schedule of Rates and Markups
- Exhibit J Task Proposals and Execution Process

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

1. Appendix 1 Federal Appendices
2. Contract
3. Task Orders
4. Change Directives
5. Change Orders
6. Exhibit A Scope of Work
7. Exhibit J Task Proposals and Execution Process
8. Exhibit B Equal Employment Opportunity Provisions
9. Exhibit E Special Conditions
10. Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of Contents attached as Exhibit F)
11. Exhibit C Insurance Requirements
12. Exhibit D Prevailing Wage Schedules
13. Exhibit I Schedule of Rates and Markups
14. Exhibit H Request for Proposals and Contractor’s Response to Request for Proposal and Forms
15. Exhibit G Payment and Performance Bond
16. 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 three years from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**"). The Term of this Contract may be extended for two periods of one (1) year each, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Liability stated below. 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 – Airport Infrastructure Management (the "**SVP-AIM**") 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 [•] (\$[•].00) (the "**Maximum Contract Amount**"). The 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. DEFENSE AND INDEMNIFICATION:

A. To the fullest extent permitted by law, Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the 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 the 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 4. Such payments on behalf of the City shall be in addition to any other legal remedies available to the 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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>.

19. PREVAILING WAGE REQUIREMENTS:

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

Date bid or proposal issuance was advertised: [Click here to enter text.](#)

If contract opportunity was not advertised, date of written encumbrance: [Click here to enter text.](#)

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

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

C. 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.

D. 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.

E. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. COMPLIANCE WITH SMALL BUSINESS ENTERPRISE REQUIREMENTS:

A. This Contract is subject to D.R.M.C. Article VII of Chapter 28, designated as §§ 28-201 to 28-236 (the "SBE Ordinance"), and the Rules and Regulations promulgated pursuant thereto. This Contract is also subject to the defined selection pool requirements of the SBE Ordinance. Contractor is a certified Small Business Enterprise ("SBE") and pursuant to D.R.M.C. § 28-208, Contractor is required to self-perform a minimum of 30% of the contract work.

B. Under D.R.M.C. § 28-222, Contractor has an ongoing, affirmative obligation to maintain for the duration of this Contract, at a minimum, compliance with the SBE defined selection pool requirements and with its originally achieved level of SBE participation upon which this Contract was awarded, unless the City initiates a material modification to the scope of work affecting SBEs performing on this Contract through change order, contract amendment, force account, or as otherwise described in D.R.M.C. § 28-223. Contractor acknowledges that:

- (1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess Contractor's compliance with the defined selection pool requirements and additional SBE participation requirements.
- (2) Contractor shall have a continuing obligation to immediately inform the DSBO in writing of any agreed upon increase or decrease in the scope of

work of this Contract, upon any of the bases described in D.R.M.C. § 28-223, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification. Any increase in the scope of services of this Contract, whether by amendment or other modification, which increases the dollar value of the Contract, if such change is within the scope of work designated for performance by Contractor or any utilized SBE subcontractor or supplier at the time of award of this Contract, shall be contemporaneously submitted to the DSBO.

- (3) Contractor shall achieve defined selection pool requirements and the minimum utilization requirements regarding the SBE subcontractor or supplier as respects such changed scope of work by performing such work or by retaining additional SBE subcontractor(s) or supplier(s).
- (4) Contractor shall supply to the DSBO Director documentation required by ordinance with respect to the increased dollar value of this Contract. Contractor shall not, during the term of this Contract:
 - (i) Fail to in fact perform as an SBE to achieve the work scope originally listed at proposal submission in order to achieve defined selection pool requirements; or
 - (ii) Modify or eliminate all or any portion of the scope of work attributable to the SBE subcontractor upon which minimum utilization is based the contract was awarded, unless directed by the City.
 - (iii) Termination or substitution of an SBE subcontractor requires compliance with D.R.M.C. § 28-226.
- (5) For contracts of one million dollars (\$1,000,000.00) and over, Contractor is required to comply with D.R.M.C. § 28-225, as applicable, regarding prompt payment to SBEs. Payment to SBE subcontractors shall be made by no later than thirty-five (35) days after receipt of an SBE subcontractor invoice.
- (6) Failure to comply with these provisions may subject Contractor to sanctions set forth in D.R.M.C. § 28-229 of the SBE Ordinance.
- (7) Should any questions arise regarding SBE and DSBO requirements Contractor should consult the SBE Ordinance, or may contact the DSBO representative at (720) 913-1999.

27. 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.

28. 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.

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

(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 provisions of FLSA in all contracts and subcontracts resulting from this Contract. Contractor has full responsibility to monitor compliance to

the referenced regulation. Contractor must address any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

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

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

30. CITY EXECUTION OF CONTRACT:

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

31. 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-202161611
Contractor Name: ANY VENDOR

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-202161611
ANY VENDOR

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

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

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

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

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

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

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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

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

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

EXHIBIT B

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

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

APPROVED FOR LEGALITY:

APPROVED AND ADOPTED:

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

/s/ _____
Manager of Public Works

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

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

RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

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

RULE I
DEFINITIONS

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

RULE II
NOTICE OF HEARING

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

RULE III
HEARING

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

REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

All amendments to the appendices shall be included by reference.

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

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

1. APPENDIX E:

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

2. APPENDIX F:

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

APPENDIX A

CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE-ALL CONTRACTS

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

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

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

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

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

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

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

NOTICE

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

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

EULOIS CLECKLEY
Manager of Public Works
City and County of Denver

A. REQUIREMENTS --AN AFFIRM ATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

The goals and timetables for minority¹ and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade are as follows:

**GOALS FOR MINORITY PARTICIPATION
FOR EACH TRADE**

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

**GOALS FOR FEMALE PARTICIPATION
FOR EACH TRADE**

From January 1, 1982
to 6.9%
Until Further Notice

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

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

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

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

2. **SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

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

- g. The contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training, or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 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 ON-CALL SERVICE AGREEMENTS INCLUDING OWNER CONTROLLED INSURANCE PROGRAM (OCIP/ROCIP) PROJECTS

1. General Information

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

NOTICE OF CHANGE TO ROCIP: DEN reserves the right to terminate or modify the 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 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 in accordance with the terms and conditions of this Agreement.

1.1 On-Call Contractors

On-Call Contractors may be issued task or work orders under this Agreement that are related to either non-ROCIP projects or ROCIP projects and the insurance requirements applicable would be assigned as follows:

- 1.1.1 For task or work orders related to non-ROCIP projects: Refer to Section 2.
- 1.1.2 For task or work orders related to ROCIP projects where Contractor is an Excluded Party based on scope of work: Refer to Section 2.
- 1.1.3 For task or work orders related to ROCIP projects where Contractor is an Eligible Party based on scope of work: Refer to Section 3.

1.2 ROCIP Manuals

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

[DEN ROCIP III Insurance Manual](#)
[DEN ROCIP III Safety Manual](#)
[DEN ROCIP III Claims Guide](#)

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

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

2.1 Certificate Holder

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

2.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

- ACORD FORM (or equivalent) must be emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

2.3 Coverage and Limits

2.3.1 Commercial General Liability

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

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

2.3.1.2 Coverage shall include Mobile Equipment Liability.

2.3.2 Business Automobile Liability

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

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

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

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

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

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

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

2.3.3 Workers' Compensation and Employer's Liability Insurance

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

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

2.3.4 Professional Liability (Errors and Omissions) Insurance

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

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

2.3.5 Contractor's Pollution Legal Liability

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

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

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

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

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

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

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

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

2.3.7 Unmanned Aerial Vehicle (UAV) Liability

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

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

2.3.8 Excess/Umbrella Liability

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

2.4 Reference to Project and/or Contract

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

2.5 Additional Insured

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

2.6 Waiver of Subrogation

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

2.7 Notice of Material Change, Cancellation or Nonrenewal

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

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

2.8 Additional Provisions

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

- 2.8.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 2.8.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 2.8.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.
- 2.8.13 Contractor shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance within ten (10) days of each policy renewal.
- 2.8.14 Contractor's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors

3.1 Insurance Provided by the DEN ROCIP

DEN retains the right to have this Project insured under a ROCIP. ROCIP coverage shall provide: (i) Commercial General Liability, (ii) Workers' Compensation & Employer's Liability, (iii) Excess Liability, (iv) Contractor's Pollution Liability, and (v) Builder's Risk as outlined herein and as defined by the respective policies for each coverage, for the period from the start of Work through completion and final acceptance by DEN except as otherwise provided herein.

3.2 Enrollment Required

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

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

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

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

3.4 Insurance Premiums

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

3.5 Off Site Operations Coverage Under ROCIP

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

3.6 DEN ROCIP Insurance Manual

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

3.7 Conflicts

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

3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

3.8.1 Insurance Provided by DEN

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

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

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

3.8.1.2 Commercial General Liability – On Site Only

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

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

3.8.1.3 Excess Liability Insurance

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

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

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

3.8.1.4 Contractor's Pollution Liability

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

3.8.1.5 Builder's Risk Insurance

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

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

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

DEN and Contractor shall waive all rights against (1) each other and any of their subcontractors of any tier, and all respective agents and employees, and (2) the architect, architect's consultants, separate contractors, if any, and any of their subcontractors of any tier, and all respective agents and employees, for damages caused by fire or other causes of loss to the extent covered by Builder's Risk Insurance obtained pursuant to this Section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by DEN as fiduciary. DEN or Contractor, as appropriate, shall require of the architect, architect's consultants, separate contractors, and their subcontractors of any tier, and all respective agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

3.8.2 Claim Chargeback

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

3.9 Other Insurance Provided By Enrolled Parties

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

3.9.1 Certificate Holder

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

and

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

3.9.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

- ACORD FORM (or equivalent) must be emailed in pdf format to:
contractadmininvoices@flydenver.com
and heather_lawson@ajg.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

3.9.3 Commercial General Liability – Off Site Only

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations for Contract operations not physically occurring within the Project Site in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 policy and annual aggregate.

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

3.9.4 Business Automobile Liability

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

- 3.9.4.1 If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- 3.9.4.2 If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.
- 3.9.4.3 The policy must not contain an exclusion related to operations on airport premises.

- 3.9.4.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on its policy.
- 3.9.4.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
- 3.9.4.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

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

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

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

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

3.9.6 Professional Liability (Errors and Omissions) Insurance

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

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

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

Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing for applicable services outlined in this Agreement.

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

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

3.9.8 Excess/Umbrella Liability:

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

3.9.9 Reference to Project and/or Contract

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

3.9.10 Additional Insured

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

3.9.11 Waiver of Subrogation

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

3.9.12 Notice of Material Change, Cancellation or Nonrenewal

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

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

3.9.13 Additional Provisions

- 3.9.13.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the Contractor.
- 3.9.13.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
- 3.9.13.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.

- 3.9.13.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
- 3.9.13.5 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 3.9.13.6 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 3.9.13.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 3.9.13.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 3.9.13.9 The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
- 3.9.13.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 3.9.13.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 3.9.13.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.
- 3.9.13.13 Contractor shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance within ten (10) days of each policy renewal.
- 3.9.13.14 Contractor's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

4. Contractor Warranties and Agreements

4.1 Accuracy of Contractor-provided Information

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

4.2 Contractor Responsible to Review Coverage

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

4.3 Audit

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

4.4 Insurance Costs Removed

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

5. Contractor Obligations

5.1 ROCIP Documents Shall be Provided to Subcontractor

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

5.2 Timely Enrollment Required

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

5.3 Compliance with Conditions

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

5.4 Claims Cooperation

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

5.5 Monthly Payroll Submission

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

5.6 Response to Information Requests

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

5.7 Responsibility for Safety

Notwithstanding the DEN ROCIP, the Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the Work. Contractor is solely responsible, at no adjustment to the contract sum payable or contract time, for initiating, maintaining, and supervising all safety precautions and programs relating to the conduct of Work including, without limitation, any safety programs or procedures that are required by any applicable state or federal laws, rules or regulations, or under the terms of the DEN ROCIP Safety Manual.

5.8 Duty of Care

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

6. Notices and Costs

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

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

6.2 Contractors Responsible for Own Equipment

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

6.3 No Release; No Waiver of Immunity

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

6.4 DEN Right to Withhold Payments

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

6.5 DEN Remedies

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

6.6 Off Site Storage

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

6.7 Partial Occupancy

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

6.8 DEN Right to Exclude Parties from the DEN ROCIP

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

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

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

7. Definitions

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

(ii) occasionally visit a Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason

- Day labor employees (individuals working directly for the Contractor and not procured through a third party

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

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

Project Site:	Means those areas designated in writing by DEN in a Contract document for performance of the Work and such additional areas as may be designated in writing by DEN for Contractors' use in performance of the Work. Subject to the ROCIP Insurer(s) written approval, the term "Project Site" shall also include: (1) field office sites, (2) property used for bonded storage of material for the Project approved by DEN, staging areas dedicated to the Project, and (4) areas where activities incidental to the Project are being performed by Contractor or subcontractors covered by the DEN ROCIP Worker's Compensation policy (if included), but excluding any permanent locations of any Enrolled Party. <i>Items 1 through 4 above must be approved by the ROCIP Insurer and listed on the DEN ROCIP insurance policies.</i>
Subcontract:	The written agreement between Contractor and subcontractor, or between subcontractor and a lower tier subcontractor, describing the Work, subcontract terms and conditions, or a portion thereof.
Subcontractor:	Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor to perform Work at the Project Site and any of these subcontractor's lower-tier subcontractors.
Work:	Operations, as fully described in the Contract and Subcontract, performed at the Project Site.

EXHIBIT D



PLANE-202161611

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

FROM: Ryland Feno, OHR Compensation and Classification

DATE: November 18, 2021

SUBJECT: Latest Update to Prevailing Wage Schedules

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

Modification No. 162
Publication Date: November 18, 2021
(12 pages)

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

Attachments as listed above.

APPLIANCE MECHANIC

Effective Date: 02-18-21

Last Revision: 05-16-19

*OHR pulled the wages in February of 2021 and data has remained the same so there is no recommendation to change the base wage or fringes.

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Appliance Mechanic	\$23.21	\$7.22

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

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

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

BUILDING ENGINEER

Effective Date: 09-17-20

Last Revision: 08-15-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Building Engineer	\$32.50	\$8.29

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

CONVEYANCE SYSTEM MAINTENANCE SERIES

Effective Date: 11-18-21

Last Revision: 11-19-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Entry-Support Mechanic	\$25.40	\$7.53
Machinery Maintenance Mechanic	\$27.66	\$7.73
Controls System Technician	\$34.32	\$8.56

*OHR pulled the wages in October of 2021 and data has remained the same for the Machinery Maintenance Mechanic so there is no recommendation to change the base wage or fringes.

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

This classification was previously listed as Baggage Handling System Maintenance. The title of the series has been changed to be inclusive of other types of similar work.

Entry Support Mechanic

The Entry Support Mechanic (ESM) applies basic mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Under supervision of a Machinery Maintenance Mechanic (MMM) or Control Systems Technician (CRO), the ESM performs cleaning, routine inspections, preventive, corrective and emergency maintenance based on an established maintenance program. The ESM clears jams and faults and may physically move items during failures.

Machinery Maintenance Mechanic

The Machinery Maintenance Mechanic (MMM) applies advanced mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Performs cleaning of all parts of the system, routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance within the system based on an established maintenance program. The MMM shall inspect all equipment for proper operation and performance including but not limited to conveyors, lifts, diverters and automatic tag readers. The MMM troubleshoots, repairs, replaces, and rebuilds conveyor components including but not limited to; motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized tools. The MMM may assist the Control Systems Technician (CST) with clearing electrical faults and electrical repairs. The MMM reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The MMM clears jams and faults in the system and may physically move items during failures. The MMM will operate a Central Monitoring Facility/Control Room, these duties include; using multiple computer systems for monitoring the system and running reports, communicating faults in the system using a radio and telephone, and communicating with stakeholders. The MMM performs on-site training of ESM.

Controls System Technician

The Control Systems Technician (CST) applies advanced technical knowledge to perform maintenance and operational tasks on a conveyance system. Performs all duties assigned to an MMM in addition to the following routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance of complex components within the system based on an established maintenance program. The CST is responsible for resolving difficult controls, electrical and mechanical problems. The CST troubleshoots, repairs, replaces, and rebuilds complex electro-mechanical systems and conveyor components including but not limited to; programmable logic controllers, input and output modules, electrical switches, variable frequency drives, 110V AC and 24V DC controls devices, automatic tag readers, electrical control panels, 110V - 480V AC components and motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized mechanical and electrical tools. The CST reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The CST clears mechanical, electrical and controls faults, jams and may physically move items during failures. The CST performs on-site training and competency evaluations of MMM and ESM.

CUSTODIANS

Effective Date: 12-17-20

Last Revision: 12-19-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Custodian I	\$16.43	\$6.18 (Single) \$8.02 (Children) \$7.74 (2-party) \$10.15 (Family)
Custodian II	\$16.78	\$6.24 (Single) \$8.08 (Children) \$7.80 (2-party) \$10.21 (Family)

Benefits and Overtime

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

Custodian I

Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.

Custodian II

Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators, floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

DIA OIL & GAS

Effective Date: 03-18-21

Last Revision: 04-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Derrick Hand/Roustabout	\$15.94	\$6.38
Electrician	\$26.44	\$7.59
Mechanic	\$26.55	\$7.60
Pipefitter	\$27.10	\$7.67
Rig/Drill Operator	\$23.80	\$7.29
Truck Driver	\$24.32	\$7.35

Heavy Equipment Mechanic (Mechanic)

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

Pipefitter

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

Well Driller (Rig/Drill Operator)

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

Laborer (Derrick Hand/Roustabout)

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

Truckdriver

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

ELEVATOR MECHANIC

Effective 1-18-2018, the Elevator Mechanic classification will utilize the base pay and fringe benefits for the Elevator Mechanic classification under the Davis Bacon [Building Wage Determination](#).

FINISHER & JOURNEYMAN

TILE, MARBLE AND TERRAZZO

Effective Date: 05-20-21

Last Revision: 11-19-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Finisher	\$23.35	\$8.76
Journeyman	\$29.30	\$8.76

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

Tile Setter: Applies to workers who apply tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools and all places where tiles may be used to form a finished surface for practical use, sanitary finish or decorative purpose.

FIRE EXTINGUISHER REPAIRER

Effective Date: 08-19-21

Last Revision: 07-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fire Extinguisher Repairer	\$21.14	\$7.04

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

FUEL HANDLER SERIES

Effective Date: 10-21-21

Last Revision: 12-17-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fuel Facility Operator	\$23.41	\$7.30
Lead Fuel Facility Operator	\$24.48	\$7.42
Fuel Distribution System Mechanic	\$30.74	\$8.15
Lead Fuel Distribution System Mechanic	\$32.14	\$8.31

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

Fuel Facility Operator

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

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Lead Fuel Facility Operator

Under the supervision of Facility Manager, or Operations Manager, maintains the purity of the fuel to be dispensed for all airline customers. Assist the Operations Manager with daily schedules, delegation of work duties, special projects, training, and performance of Fuel Facility Operators.

Fuel Distribution System Mechanic

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

Lead Fuel Distribution System Mechanic

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

FURNITURE MOVERS

Moving, Storage and Cartage Workers

Effective Date: 09-16-21

Last Revision: 11-19-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Laborer/Helper	\$17.36	\$6.60
Furniture Driver/Packer	\$19.12	\$6.81
Lead Furniture Mover	\$19.99	\$6.91

GLYCOL FACILITY

Effective Date: 05-20-21

Last Revision: 07-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
De-icing Facility Operator	\$28.22	\$7.80
Maintenance Mechanic	\$27.73	\$7.74
Glycol Plant Specialist	\$17.36	\$6.54

De-icing Facility Operator

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

Maintenance Mechanic

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

Glycol Plant Specialist/Material Handling Laborer

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

PARKING ELECTRONICS TECHNICIAN

Effective Date: 09-16-21

Last Revision: 09-17-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Parking Electronics Technician	\$26.84	\$7.70

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

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

PEST CONTROLLER

Effective Date: 08-19-21

Last Revision: 07-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Pest Controller	\$22.45	\$7.19

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

QUALITY CONTROL & ASSURANCE TECHNICIAN

Effective Date: 03-18-21

Last Revision: 04-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Quality Control & Assurance Technician	\$25.35	\$7.47

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

SIGN ERECTOR

Effective Date: 01-21-21

Last Revision: 03-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Sign Erector	\$21.09	\$6.31

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

TREE TRIMMERS

Effective Date: 11-18-21

Last Revision: 09-17-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Tree Trimmer	\$21.30	\$7.00

*OHR pulled the wages in October of 2021 and data has remained the same so there is no recommendation to change the base wage or fringes.

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

WINDOW CLEANER

Effective Date: 12-17-20

Last Revision: 05-21-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Window Cleaner	\$27.64	\$9.53 (Employee) \$11.37 (Children) \$11.09 (2-party) \$13.50 (Family)

Benefits/Overtime

Parking	The Company shall reimburse the cost of parking (per month) to employees furnishing a monthly parking receipt from the approved parking lot. The Employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	Employees working on the night shift shall be awarded a shift differential of \$0.85 per hour worked. Note: All wage increases become effective on the first day of the first full pay period following the above dates.
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.

High Work	\$1.85 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.

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

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: January 31, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 28, 2022** 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. CO20220020
Superseded General Decision No. CO20210020
Modification No. 1
Publication Date: 01/28/2022
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 6 for reference.**

"General Decision Number: CO20220020 01/28/2022

Superseded General Decision Number: CO20210020

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).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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 www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022
1	01/28/2022

ASBE0028-002 07/01/2019

Rates

Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	14.73
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CARP0055-002 11/01/2019

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

CARP1607-001 06/01/2020

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

* ELEC0068-012 06/01/2021

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 39.75	17.27

* ELEV0025-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.74	36.885

FOOTNOTE:

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

ENGI0009-017 05/01/2021

	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

IRON0024-009 12/01/2021

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 31.00	14.25

IRON0024-010 11/01/2021		
	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.00	14.25

PAIN0079-006 08/01/2017		
	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 20.50	8.41

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

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

PAIN0930-002 07/01/2021		
	Rates	Fringes
GLAZIER.....	\$ 31.92	11.74

PLUM0003-009 06/01/2021		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 39.53	18.52

PLUM0208-008 01/01/2021		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 37.55	17.88

SFCO0669-002 04/01/2021		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 39.59	25.30

SHEE0009-004 07/01/2021

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 36.45	20.15

SUCO2013-006 07/31/2015		

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

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

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**Office of Human Resources
Supplemental Rates
(Specific to the Denver projects)
Revision Date: 01-01-2022**

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$15.87	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$15.87	-
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
Waterproofers		\$15.87	\$0.00

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

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: January 31, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 28, 2022** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220002
Superseded General Decision No. CO20210002
Modification No. 1
Publication Date: 01/28/2022
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 7 for reference.**

"General Decision Number: CO20220002 01/28/2022

Superseded General Decision Number: CO20210002

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: 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).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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 www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022
1	01/28/2022

ASBE0028-001 07/01/2019

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 32.98	14.73

BRCO0007-004 01/01/2021

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

	Rates	Fringes
BRICKLAYER.....	\$ 31.43	9.72

BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.88	10.34

ELEC0012-004 06/01/2019

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN Electrical contract over \$1,000,000.....	\$ 27.50	12.50+3%
Electrical contract under \$1,000,000.....	\$ 24.85	12.50+3%

* ELEC0068-001 06/01/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 39.75	17.27

ELEC0111-001 09/01/2021

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 23.14	24.25%+\$7.05
Line Equipment Operator.....	\$ 37.39	24.25%+\$7.05
Lineman and Welder.....	\$ 51.92	24.25%+\$7.05

ELEC0113-002 06/01/2021

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 34.15	16.87

ELEC0969-002 06/01/2019

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 25.20	10.06

ENGI0009-001 05/01/2021

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 31.37	12.35
Blade: Rough.....	\$ 31.05	12.35
Bulldozer.....	\$ 31.05	12.35
Cranes: 50 tons and under..	\$ 31.70	12.35
Cranes: 51 to 90 tons.....	\$ 31.97	12.35
Cranes: 91 to 140 tons.....	\$ 33.05	12.35
Cranes: 141 tons and over...	\$ 35.17	12.35
Forklift.....	\$ 30.67	12.35
Mechanic.....	\$ 31.20	12.35
Oiler.....	\$ 30.29	12.35
Scraper: Single bowl		
under 40 cubic yards.....	\$ 31.20	12.35
Scraper: Single bowl,		
including pups 40 cubic		
yards and over and tandem		
bowls.....	\$ 31.37	12.35
Trackhoe.....	\$ 31.20	12.35

IRON0024-003 11/01/2021

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

LABO0086-001 05/01/2009

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

PLUM0003-005 06/01/2020

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

	Rates	Fringes
PLUMBER.....	\$ 43.63	16.67

PLUM0058-002 07/01/2021

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.35	16.25

PLUM0058-008 07/01/2021

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.35	16.25

PLUM0145-002 07/01/2016

MESA COUNTY

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

PLUM0208-004 01/01/2021

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

	Rates	Fringes
PIPEFITTER.....	\$ 39.10	13.77

SHEE0009-002 07/01/2021

	Rates	Fringes
Sheet metal worker.....	\$ 36.45	20.15

TEAM0455-002 07/01/2020

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 22.66	4.42
Tandem/Semi and Water.....	\$ 23.29	4.42

SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

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

=====

**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
(Supp #74, Revised: 01-01-2022)**

Classification		Base	Fringe
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$15.87	\$2.92
Laborer (Flagger)		\$15.87	\$3.80
Laborer (Landscape)		\$15.87	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

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

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: January 10, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, January 07, 2022** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220009
Superseded General Decision No. CO20210009
Modification No. 0
Publication Date: 01/07/2022
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 7 for reference.**

"General Decision Number: CO20220009 01/07/2022

Superseded General Decision Number: CO20210009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

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).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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 www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022

CARP9901-008 11/01/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 26.50	10.32

ELEC0068-016 03/01/2011

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

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

* ENGI0009-008 05/01/2021

	Rates	Fringes		
POWER EQUIPMENT OPERATOR:				
(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....			\$ 31.05	12.35
(3)-Loader (under 6 cu. yd.) Denver County.....			\$ 31.05	12.35
(3)-Motor Grader (blade- rough) Douglas County.....			\$ 31.05	12.35
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....			\$ 31.70	12.35
(4)-Loader (over 6 cu. yd) Denver County.....			\$ 31.20	12.35

(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....\$	31.37	12.35
(5)-Motor Grader (blade- finish) Douglas County.....\$	31.37	12.35
(6)-Crane (91-140 tons).....\$	33.05	12.35

SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender-		

Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)...	\$ 9.55	3.05
Traffic Control (Sets		
Up/Moves Barrels, Cones,		
Install Signs, Arrow		
Boards and Place		
Stationary Flags) (Excludes		
Flaggers).....	\$ 12.43	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and		

Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Groundsman

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

TRUCK DRIVER

Distributor

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

Dump Truck

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

Lowboy Truck.....

5.27

Mechanic.....

3.50

Multi-Purpose Specialty &

Hoisting Truck

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

Pickup and Pilot Car

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

Semi/Trailer Truck.....

4.13

Truck Mounted Attenuator....

3.22

Water Truck

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

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

=====

**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
Revised 01/01/2022)**

Classification		Base	Fringe
Guard Rail Installer		\$15.87	\$3.20
Highway Parking Lot Striping: Painter		\$15.87	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$15.87	\$3.16
Laborer: Traffic Control (Flagger)		\$15.87	\$3.05
Laborer: Stationary Flags(excludes Flaggers)		\$15.87	\$3.22
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$15.87	\$3.22

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

City and County of Denver



D E N V E R
THE MILE HIGH CITY

DEPARTMENT OF AVIATION
DEPARTMENT OF PUBLIC WORKS

STANDARD SPECIFICATIONS FOR CONSTRUCTION GENERAL CONTRACT CONDITIONS

2011 Edition

Statement

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XIII. ATTACHMENT 7, CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING

Please submit a Certificate of Good Standing
from the Office of the Secretary of the State of Colorado
for the proposing entity.

XIV. ATTACHMENT 8, PREVAILING WAGES

PREVAILING WAGES

Prevailing Wage information is contained in the pages immediately following this page.

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

EXHIBIT D



PLANE-202161611

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

FROM: Ryland Feno, OHR Compensation and Classification

DATE: November 18, 2021

SUBJECT: Latest Update to Prevailing Wage Schedules

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

Modification No. 162
Publication Date: November 18, 2021
(12 pages)

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

Attachments as listed above.

APPLIANCE MECHANIC

Effective Date: 02-18-21

Last Revision: 05-16-19

*OHR pulled the wages in February of 2021 and data has remained the same so there is no recommendation to change the base wage or fringes.

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Appliance Mechanic	\$23.21	\$7.22

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

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

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

BUILDING ENGINEER

Effective Date: 09-17-20

Last Revision: 08-15-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Building Engineer	\$32.50	\$8.29

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

CONVEYANCE SYSTEM MAINTENANCE SERIES

Effective Date: 11-18-21

Last Revision: 11-19-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Entry-Support Mechanic	\$25.40	\$7.53
Machinery Maintenance Mechanic	\$27.66	\$7.73
Controls System Technician	\$34.32	\$8.56

*OHR pulled the wages in October of 2021 and data has remained the same for the Machinery Maintenance Mechanic so there is no recommendation to change the base wage or fringes.

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

This classification was previously listed as Baggage Handling System Maintenance. The title of the series has been changed to be inclusive of other types of similar work.

Entry Support Mechanic

The Entry Support Mechanic (ESM) applies basic mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Under supervision of a Machinery Maintenance Mechanic (MMM) or Control Systems Technician (CRO), the ESM performs cleaning, routine inspections, preventive, corrective and emergency maintenance based on an established maintenance program. The ESM clears jams and faults and may physically move items during failures.

Machinery Maintenance Mechanic

The Machinery Maintenance Mechanic (MMM) applies advanced mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Performs cleaning of all parts of the system, routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance within the system based on an established maintenance program. The MMM shall inspect all equipment for proper operation and performance including but not limited to conveyors, lifts, diverters and automatic tag readers. The MMM troubleshoots, repairs, replaces, and rebuilds conveyor components including but not limited to; motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized tools. The MMM may assist the Control Systems Technician (CST) with clearing electrical faults and electrical repairs. The MMM reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The MMM clears jams and faults in the system and may physically move items during failures. The MMM will operate a Central Monitoring Facility/Control Room, these duties include; using multiple computer systems for monitoring the system and running reports, communicating faults in the system using a radio and telephone, and communicating with stakeholders. The MMM performs on-site training of ESM.

Controls System Technician

The Control Systems Technician (CST) applies advanced technical knowledge to perform maintenance and operational tasks on a conveyance system. Performs all duties assigned to an MMM in addition to the following routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance of complex components within the system based on an established maintenance program. The CST is responsible for resolving difficult controls, electrical and mechanical problems. The CST troubleshoots, repairs, replaces, and rebuilds complex electro-mechanical systems and conveyor components including but not limited to; programmable logic controllers, input and output modules, electrical switches, variable frequency drives, 110V AC and 24V DC controls devices, automatic tag readers, electrical control panels, 110V - 480V AC components and motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized mechanical and electrical tools. The CST reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The CST clears mechanical, electrical and controls faults, jams and may physically move items during failures. The CST performs on-site training and competency evaluations of MMM and ESM.

CUSTODIANS

Effective Date: 12-17-20

Last Revision: 12-19-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Custodian I	\$16.43	\$6.18 (Single) \$8.02 (Children) \$7.74 (2-party) \$10.15 (Family)
Custodian II	\$16.78	\$6.24 (Single) \$8.08 (Children) \$7.80 (2-party) \$10.21 (Family)

Benefits and Overtime

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

Custodian I

Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.

Custodian II

Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators, floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

DIA OIL & GAS

Effective Date: 03-18-21
Last Revision: 04-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Derrick Hand/Roustabout	\$15.94	\$6.38
Electrician	\$26.44	\$7.59
Mechanic	\$26.55	\$7.60
Pipefitter	\$27.10	\$7.67
Rig/Drill Operator	\$23.80	\$7.29
Truck Driver	\$24.32	\$7.35

Heavy Equipment Mechanic (Mechanic)

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

Pipefitter

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

Well Driller (Rig/Drill Operator)

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

Laborer (Derrick Hand/Roustabout)

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

Truckdriver

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

ELEVATOR MECHANIC

Effective 1-18-2018, the Elevator Mechanic classification will utilize the base pay and fringe benefits for the Elevator Mechanic classification under the Davis Bacon [Building Wage Determination](#).

FINISHER & JOURNEYMAN

TILE, MARBLE AND TERRAZZO

Effective Date: 05-20-21

Last Revision: 11-19-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Finisher	\$23.35	\$8.76
Journeyman	\$29.30	\$8.76

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

Tile Setter: Applies to workers who apply tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools and all places where tiles may be used to form a finished surface for practical use, sanitary finish or decorative purpose.

FIRE EXTINGUISHER REPAIRER

Effective Date: 08-19-21

Last Revision: 07-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fire Extinguisher Repairer	\$21.14	\$7.04

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

FUEL HANDLER SERIES

Effective Date: 10-21-21

Last Revision: 12-17-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fuel Facility Operator	\$23.41	\$7.30
Lead Fuel Facility Operator	\$24.48	\$7.42
Fuel Distribution System Mechanic	\$30.74	\$8.15
Lead Fuel Distribution System Mechanic	\$32.14	\$8.31

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

Fuel Facility Operator

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

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Lead Fuel Facility Operator

Under the supervision of Facility Manager, or Operations Manager, maintains the purity of the fuel to be dispensed for all airline customers. Assist the Operations Manager with daily schedules, delegation of work duties, special projects, training, and performance of Fuel Facility Operators.

Fuel Distribution System Mechanic

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

Lead Fuel Distribution System Mechanic

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

FURNITURE MOVERS

Moving, Storage and Cartage Workers

Effective Date: 09-16-21

Last Revision: 11-19-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Laborer/Helper	\$17.36	\$6.60
Furniture Driver/Packer	\$19.12	\$6.81
Lead Furniture Mover	\$19.99	\$6.91

GLYCOL FACILITY

Effective Date: 05-20-21

Last Revision: 07-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
De-icing Facility Operator	\$28.22	\$7.80
Maintenance Mechanic	\$27.73	\$7.74
Glycol Plant Specialist	\$17.36	\$6.54

De-icing Facility Operator

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

Maintenance Mechanic

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

Glycol Plant Specialist/Material Handling Laborer

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

PARKING ELECTRONICS TECHNICIAN

Effective Date: 09-16-21

Last Revision: 09-17-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Parking Electronics Technician	\$26.84	\$7.70

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

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

PEST CONTROLLER

Effective Date: 08-19-21

Last Revision: 07-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Pest Controller	\$22.45	\$7.19

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

QUALITY CONTROL & ASSURANCE TECHNICIAN

Effective Date: 03-18-21

Last Revision: 04-16-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Quality Control & Assurance Technician	\$25.35	\$7.47

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

SIGN ERECTOR

Effective Date: 01-21-21

Last Revision: 03-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Sign Erector	\$21.09	\$6.31

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

TREE TRIMMERS

Effective Date: 11-18-21

Last Revision: 09-17-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Tree Trimmer	\$21.30	\$7.00

*OHR pulled the wages in October of 2021 and data has remained the same so there is no recommendation to change the base wage or fringes.

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

WINDOW CLEANER

Effective Date: 12-17-20

Last Revision: 05-21-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Window Cleaner	\$27.64	\$9.53 (Employee) \$11.37 (Children) \$11.09 (2-party) \$13.50 (Family)

Benefits/Overtime

Parking	The Company shall reimburse the cost of parking (per month) to employees furnishing a monthly parking receipt from the approved parking lot. The Employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	Employees working on the night shift shall be awarded a shift differential of \$0.85 per hour worked. Note: All wage increases become effective on the first day of the first full pay period following the above dates.
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.

High Work	\$1.85 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.

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

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: January 31, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 28, 2022** 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. CO20220020
Superseded General Decision No. CO20210020
Modification No. 1
Publication Date: 01/28/2022
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 6 for reference.**

"General Decision Number: CO20220020 01/28/2022

Superseded General Decision Number: CO20210020

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).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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 www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022
1	01/28/2022

ASBE0028-002 07/01/2019

Rates

Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	14.73
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CARP0055-002 11/01/2019

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

CARP1607-001 06/01/2020

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

* ELEC0068-012 06/01/2021

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 39.75	17.27

* ELEV0025-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.74	36.885

FOOTNOTE:

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

ENGI0009-017 05/01/2021

	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

IRON0024-009 12/01/2021

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 31.00	14.25

IRON0024-010 11/01/2021		
	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.00	14.25

PAIN0079-006 08/01/2017		
	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 20.50	8.41

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

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

PAIN0930-002 07/01/2021		
	Rates	Fringes
GLAZIER.....	\$ 31.92	11.74

PLUM0003-009 06/01/2021		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 39.53	18.52

PLUM0208-008 01/01/2021		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 37.55	17.88

SFCO0669-002 04/01/2021		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 39.59	25.30

SHEE0009-004 07/01/2021

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 36.45	20.15

SUCO2013-006 07/31/2015		

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

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

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**Office of Human Resources
Supplemental Rates
(Specific to the Denver projects)
Revision Date: 01-01-2022**

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$15.87	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$15.87	-
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		\$15.87	\$0.00

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

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: January 31, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 28, 2022** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220002
Superseded General Decision No. CO20210002
Modification No. 1
Publication Date: 01/28/2022
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 7 for reference.**

"General Decision Number: CO20220002 01/28/2022

Superseded General Decision Number: CO20210002

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: 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).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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 www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022
1	01/28/2022

ASBE0028-001 07/01/2019

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 32.98	14.73

BRCO0007-004 01/01/2021

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

	Rates	Fringes
BRICKLAYER.....	\$ 31.43	9.72

BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.88	10.34

ELEC0012-004 06/01/2019

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over \$1,000,000.....	\$ 27.50	12.50+3%
Electrical contract under \$1,000,000.....	\$ 24.85	12.50+3%

* ELEC0068-001 06/01/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 39.75	17.27

ELEC0111-001 09/01/2021

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 23.14	24.25%+\$7.05
Line Equipment Operator.....	\$ 37.39	24.25%+\$7.05
Lineman and Welder.....	\$ 51.92	24.25%+\$7.05

ELEC0113-002 06/01/2021

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 34.15	16.87

ELEC0969-002 06/01/2019

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 25.20	10.06

ENGI0009-001 05/01/2021

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 31.37	12.35
Blade: Rough.....	\$ 31.05	12.35
Bulldozer.....	\$ 31.05	12.35
Cranes: 50 tons and under..	\$ 31.70	12.35
Cranes: 51 to 90 tons.....	\$ 31.97	12.35
Cranes: 91 to 140 tons.....	\$ 33.05	12.35
Cranes: 141 tons and over...	\$ 35.17	12.35
Forklift.....	\$ 30.67	12.35
Mechanic.....	\$ 31.20	12.35
Oiler.....	\$ 30.29	12.35
Scraper: Single bowl		
under 40 cubic yards.....	\$ 31.20	12.35
Scraper: Single bowl,		
including pups 40 cubic		
yards and over and tandem		
bowls.....	\$ 31.37	12.35
Trackhoe.....	\$ 31.20	12.35

IRON0024-003 11/01/2021

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

LABO0086-001 05/01/2009

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

PLUM0003-005 06/01/2020

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

	Rates	Fringes
PLUMBER.....	\$ 43.63	16.67

PLUM0058-002 07/01/2021

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.35	16.25

PLUM0058-008 07/01/2021

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.35	16.25

PLUM0145-002 07/01/2016

MESA COUNTY

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

PLUM0208-004 01/01/2021

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

	Rates	Fringes
PIPEFITTER.....	\$ 39.10	13.77

SHEE0009-002 07/01/2021

	Rates	Fringes
Sheet metal worker.....	\$ 36.45	20.15

TEAM0455-002 07/01/2020

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 22.66	4.42
Tandem/Semi and Water.....	\$ 23.29	4.42

SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

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

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**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
(Supp #74, Revised: 01-01-2022)**

Classification		Base	Fringe
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$15.87	\$2.92
Laborer (Flagger)		\$15.87	\$3.80
Laborer (Landscape)		\$15.87	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

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

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: January 10, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, January 07, 2022** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220009
Superseded General Decision No. CO20210009
Modification No. 0
Publication Date: 01/07/2022
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 7 for reference.**

"General Decision Number: CO20220009 01/07/2022

Superseded General Decision Number: CO20210009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

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).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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 www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022

CARP9901-008 11/01/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 26.50	10.32

ELEC0068-016 03/01/2011

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

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:
Colorado Springs - Nevada & Bijou
Denver - Ellsworth Avenue & Broadway
Ft. Collins - Prospect & College
Grand Junction - 12th & North Avenue
Pueblo - I-25 & Highway 50
All work outside of these areas shall be paid Zone 2 rates.

* ENGI0009-008 05/01/2021

	Rates	Fringes		
POWER EQUIPMENT OPERATOR:				
(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....			\$ 31.05	12.35
(3)-Loader (under 6 cu. yd.) Denver County.....			\$ 31.05	12.35
(3)-Motor Grader (blade- rough) Douglas County.....			\$ 31.05	12.35
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....			\$ 31.70	12.35
(4)-Loader (over 6 cu. yd) Denver County.....			\$ 31.20	12.35

(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....\$	31.37	12.35
(5)-Motor Grader (blade- finish) Douglas County.....\$	31.37	12.35
(6)-Crane (91-140 tons).....\$	33.05	12.35

SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender-		

Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)...	\$ 9.55	3.05
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers).....	\$ 12.43	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and		

Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Groundsman

Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17

TRUCK DRIVER

Distributor

Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27

Dump Truck

Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27

Lowboy Truck.....

\$ 17.25 5.27

Mechanic.....

\$ 26.48 3.50

Multi-Purpose Specialty &

Hoisting Truck

Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88

Pickup and Pilot Car

Denver.....	\$ 14.24	3.77
Douglas.....	\$ 16.43	3.68

Semi/Trailer Truck.....

\$ 18.39 4.13

Truck Mounted Attenuator....

\$ 12.43 3.22

Water Truck

Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
Revised 01/01/2022)**

Classification		Base	Fringe
Guard Rail Installer		\$15.87	\$3.20
Highway Parking Lot Striping: Painter		\$15.87	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$15.87	\$3.16
Laborer: Traffic Control (Flagger)		\$15.87	\$3.05
Laborer: Stationary Flags(excludes Flaggers)		\$15.87	\$3.22
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$15.87	\$3.22

Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications used.

XV. ATTACHMENT 9, EXHIBIT D – TASK PROPOSALS AND EXECUTION PROCESS

TASK PROPOSALS AND EXECUTION PROCESS

Exhibit D – Task Proposals and Execution Process information is contained in the pages immediately following this page.

These pages are not included in the page numbering of this solicitation document.

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 TYPICAL PROJECT SCOPE

- 1.2.1 The Airport maintains on-call professional services contracts to provide various engineering, architectural, and cost estimating services 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. Conducting these design services will include programming; testing; performing studies; providing preliminary designs; site inspections; field investigations, developing and maintaining construction documents, plans, specifications; preparing cost estimates; and providing construction administration for various mechanical and electrical systems additions, improvements and modifications.
- 1.2.2 Should a Task Order scope of work require a discipline that is not currently represented on the Consultant's team, the Consultant will be requested to add that discipline as part of the team for that specific Task Order scope of work. Consultant will identify a specialty subconsultant for the required discipline and will submit the subconsultant's qualifications, personnel pay classifications, and agreed hourly billing rates if the rates are not included on Exhibit B for the City's approval prior to contracting for services with that subconsultant.
- 1.2.3 As more specifically specified in its terms, a Task Order requires the Consultant to perform all of the work associated with certain work, such as review of construction documents, quality assurance inspection; and task administration for any and all professional services as requested by the Senior Director of Airport Infrastructure Management (Senior Director of AIM DEV) Development or the designated DEN representative.

2 CONSULTANT'S SPECIFIC SCOPE OF WORK

2.1 CONSULTANT SERVICES

- 2.1.1 The Consultant, as deemed necessary by the Senior Director of AIM DEN or the designated DEN representative, will be required to provide quality assurance services for specific task scopes of work. The Consultant's specific scope of work requirements

are detailed in, and its activities will comply with, the Agreement, the task Request for Proposal (RFP) scope of services, and this Exhibit for the duration of the Agreement.

- 2.1.2 Specific task scopes of work, which will be issued with a Task Order Request for Proposals, which may include but are not limited to the following:

- 2.1.2.1 Task administration
- 2.1.2.2 Quality Assurance programming
- 2.1.2.3 Task and Agreement closeout services

2.2 TASK ORDER SCOPE OF WORK

- 2.2.1 The Senior Director of AIM Development or the designated DEN representative will issue to the Consultant a Task Order Request for Proposal (see form PS-02) for each project specific Task Order. The Consultant will prepare and submit a fee proposal and its Task Order design schedule within 14 days of receipt of the signed Task Order Request for Proposal, unless an alternate delivery duration is defined by the DEN Project Manager in the Task Order Request for Proposal. Task Order Requests for Proposal may not result in an executed Task Order.

2.3 CONSULTANT TASK ORDER FEE PROPOSAL

- 2.3.1 Unless specifically identified by the DEN Project Manager, the Consultant shall provide the following within fourteen (14) days after receipt of the Task Order Request for Proposal:
 - 2.3.1.1 A narrative of the understanding of the requested Task Order including all assumptions, project management plan, staff assignments, exclusions, expenses, and breakdown of scope of work performed by all subconsultants.
 - 2.3.1.2 A completed Fee Proposal Spreadsheet (see **Form PS-F**) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and individual staff hours necessary to complete the Task Order scope of work.
 - 2.3.1.3 A schedule identifying all phases of scope of work with DEN review durations.
 - 2.3.1.4 Identification of a time and materials not to exceed fee.
- 2.3.2 The Consultant will not begin work on any Task Order scope of work without having received a fully executed Task Order and an On-Call Task Order Notice to Proceed (NTP) through the Primavera Unifier system. In the event of approval of the Consultant's fees and schedule, the Consultant will perform such work within the time agreed and for the compensation that is approved by the Task Order.

2.4 CONSULTANT'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.4.1 The Consultant will assign a Principal Project Manager (PPM) to this Agreement who has experience and knowledge of design and construction industry standards. At a minimum, the PPM must be a licensed architect or registered professional engineer in the State of Colorado. The PPM will be the contact person in dealing with the airport on matters concerning this Agreement and will have the full authority to act for the Consultant's organization and at the direction of the Senior Director of AIM Development or the designated DEN representative. This PPM will remain on this Agreement during the entire Agreement term, while in the employ of the Consultant, or until such time that his / her performance is deemed unsatisfactory by the DEN Contract Manager and a formal written request is submitted which requests the removal of the PPM.
- 2.4.2 Should the DEN Contract Manager request the removal of the PPM, the Consultant will replace that PPM with a person of similar or equal experience and qualifications. The replacement PPM is subject to the approval of the Senior Director of AIM Development or the designated DEN representative.
- 2.4.3 The Consultant may choose to replace the PPM with a principal, associate principal or other individual that is at a higher hourly billing rate. The time that the principal, associate principal, or other individual devotes to tasks that are normally performed by the PPM will be billed at the PPM hourly billing rate. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Consultant or its PPM.
- 2.4.4 The Consultant may submit, and the DEN Contract Manager will consider a request for reassignment of PPM, should the Consultant deem it to be in the best interest of the Consultant's organization or for that PPM's career development or in the best interest of the City. Reassignment will be subject to the approval of the Senior Director of AIM Development or the designated DEN representative.
- 2.4.5 If the DEN Contract Manager allows the removal of the PPM, the replacement PPM must have similar or equal experience and qualifications to that of the original PPM. The replacement PPM's assignment to this Agreement is subject to the approval of the Senior Director of AIM Development or the designated DEN representative.

2.5 DILIGENCE

- 2.5.1 The Consultant will perform the services defined by the individual Task Order scope of work in a timely manner and as directed by the Senior Director of AIM Development or the designated DEN representative.
- 2.5.2 The Consultant will submit their Quality Control (QC) plan with all Task Order proposals and a current status of the plan per Task Order at any time requested by the DEN Project Manager.

2.6 COOPERATION

- 2.6.1 The Consultant will fully cooperate and coordinate with other Consultants and approved DEN contractors performing work at DEN. Particularly those consultants and contractors whose work connects or interfaces with the Consultant's Task Order scope of work.

3 MISCELLANEOUS REQUIREMENTS

3.1 AIRPORT SECURITY REQUIREMENTS

- 3.1.1 Airport Badges: The Consultant will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original RFP documents, and DEN and Transportation Security Administration (TSA) rules and regulations. Costs of badges and the badging process will be included in the Consultant's multiplier.

4 TASK ORDER EXECUTION

4.1 TASK ORDER NOTICE TO PROCEED

- 4.1.1 Notification: The City will provide written notification to the Consultant to proceed with a Task Order scope of work. This written notification will come in the form of a signed On-Call Services Authorization as an electronic mail from Primavera Unifier. The Consultant will not be authorized to proceed with the work described in this Exhibit or a Task Order Request for Proposal and the City will not be obligated to fund any work performed by the Consultant, 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 Consultant to proceed with a Task Order scope of work, the City will schedule and hold a meeting with the Consultant and all stakeholders to review the scope of work and schedule, familiarize the Consultant with all internal processes, establish invoicing final requirements, and establish required meetings dates. The City will provide monthly training for the Primavera Unifier system to Consultants. The cost for training will be included in the Consultant's multiplier.
- 4.1.3 Staffing Plan and Staffing Schedules: Immediately following the kick-off meeting, the Consultant will submit to DEN's Contract Manager, the draft format of the Staff Utilization Plan identified in EXHIBIT SCOPE OF WORK.

4.2 ADDITIONAL SERVICES

- 4.2.1 Changes to the scope of work initiated by the DEN Project Manager will be issued to the Consultant via a Task Order Request for Proposal for Additional Services (see form PS-05). Initiation of this form does not guarantee additional work acceptance or grant schedule relief.

- 4.2.2 Immediate changes to the scope of work initiated by the DEN Project Manager may alternatively be issued to the Consultant via a Change Directive issued as an electronic mail from Primavera Unifier. Upon receipt of the Change Directive, the Consultant will immediately proceed with the revised scope of work identified in the Change Order and document all work completed on an hourly basis. Total work will not exceed the amount defined in the Change order.
- 4.2.3 Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services (see form PS-05), or Unifier process or duration as defined in writing by the DEN Project Manager, the Consultant will provide a hourly not to exceed fee proposal that includes the following:
 - 4.2.3.1 A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subconsultants.
 - 4.2.3.2 A completed Task Order Fee Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit E), schedule, and hours necessary to complete the additional scope of work.
 - 4.2.3.3 A revised schedule identifying all phases of scope of work with DEN reviews.
- 4.2.4 Additional Services Authorization: Approval of the Consultant's proposal will be through an executed Additional Services Authorization issued as an electronic mail from Primavera Unifier. The Consultant cannot proceed on any work changes without an executed Task Order amendment.

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 Documents: Professional Services Affidavit of Completion Letter (see form PS-26) and Final Statement of Accounting (see form CM-93).
- 4.3.3 Task Order Final Payment: Final payment to the Consultant will not be released until all above information is complete and the Final Lien Release – Professional Services (see form PS-09) is submitted.

5 REFERENCED FORMS

Form #	Name
PS-02	On-Call Services Task Order Request for Proposal.docx
PS-05	Request for Proposal for Additional Services.docx
PS-06	Additional Services Authorization (for Design).docx
PS-09	Final Lien Release – Professional Services.docx
PS-13	Design Change Request (DCR).xls
PS-26	Professional Services Affidavit of Completion Letter.docx

PS-F	Task Order Fee Proposal – Professional Services
CM-93	Final Statement of Accounting.docx

END OF EXHIBIT

XVI. ATTACHMENT 10, EXHIBIT E – SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL

SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL

Exhibit E – Scheduling, Progress Reporting, Invoicing and Correspondence Control information is contained in the pages immediately following this page.

These pages are not included in the page numbering of this solicitation document.

1 INTRODUCTION

- 1.1 This Exhibit describes the Consultant's obligations to prepare and submit schedules, budgets, invoices, progress reports, and correspondences. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Task Order. The Consultant schedules the work and identifies the resources (costs and hours), which will be required to complete each scheduled phase of a Task Order. Those resources are totaled for each phase of the Task Order. The Consultant then measures monthly progress and prepares invoices on the basis of payment, which the Consultant must submit written approval for each Task Order as described in this Exhibit. Billing shall be at one summary invoice with breakouts for each task order.
- 1.2 The Consultant shall be paid on its progress toward completing a task shown on its work schedule for that Task Order. Payments for each Task Order will be calculated in accordance with the payment method set forth in each Task Order, and shall not exceed the Not-to-Exceed amount allocated to that Task Order unless modified by an approved Task Order/Task Order Amendment. Submittal of time sheets may be required concurrent with the submittal of each invoice depending on the payment method.
- 1.3 The City shall have the right to audit all payments made to the Consultant under this Agreement. Any payments to the Consultant which exceed the amount to which the Consultant is entitled under the terms of this Agreement will be subject to set-off and not approved for payment.
- 1.4 In the event of the failure by the Consultant to provide records when requested, then and in that event, the Consultant will pay to the City reasonable damages the City may sustain by reason thereof.

2 WORK SCHEDULE

- 2.1 The Consultant, working jointly with the DEN Project Manager, will follow the schedule management process as implemented by the AIM Development (AIM DEV) Program Management Office (PMO) to allow for seamless communications of its requirements for managing Task Orders and the City's information requirements to monitor the Consultant's activities. Task Order schedules include all activities that the Consultant must perform to complete the Consultant's Task Order scope of work. The schedule shall also identify activities or actions that must be performed by the City and third parties, which would affect the Consultant's Task Order.
- 2.2 The City will provide its comments to the Consultant within fourteen (14) days after the Task Order Schedule is submitted. The Consultant shall incorporate the City's comments into the Task Order Schedules to establish a baseline against which all progress will be measured.

3 INVOICES AND PROGRESS PAYMENTS

- 3.1 Task Orders will be issued for projects, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order. Changes to the Task Order Scope of work and the Task Order not to exceed amounts can only be made through the DEN Task Order

amendment process, plus or minus any pre-authorized changes. The DEN Project Manager will determine when the Task Order deliverables have been met. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order. Work and expenses outside of the approved Task Order Scope of Work and invoices that exceed the Task Order not to exceed amount will be considered unauthorized and no compensation by DEN to the Consultant will be made for that work or expense.

- 3.2 Draft invoices shall be submitted to the DEN Contract Manager via Unifier in the same format as that described in the final invoice requirements below. The DEN Contract Manager will review the invoice and components with appropriate DEN parties and return the draft invoice to the consultant within ten (10) days. The Consultant shall not submit a final invoice without draft approval.

- 3.3 All final invoices must be submitted electronically in PDF format to:
ContractAdminInvoices@Flydenver.com. Submitting invoices to this email begins the official prompt payment process step one. Any invoices submitted to other parties will not be considered part of the process, and all other methods of invoice submittal will be rejected. In addition, the Consultant must comply with the bank Automated Clearing House (ACH) setup so the Consultant may send payment to its subconsultants electronically via ACH.

- 3.3.1 Invoices must be submitted with:

- 3.3.1.1 Company name
- 3.3.1.2 Contract number
- 3.3.1.3 Project name/task order number/PO Number
- 3.3.1.4 Invoice date
- 3.3.1.5 Invoice billing period
- 3.3.1.6 All backup documentation/receipts for work performed during the period

- 3.3.2 Each invoice shall provide the basis for payments to Consultant under this Agreement. In submitting an Invoice Consultant shall comply with all requirements of this Agreement and:

- 3.3.2.1 Monthly Invoice Checklist (see form PS-A): The Monthly Invoice Checklist must be submitted to the DEN Project Manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of this Exhibit will be cause for rejection of the invoice until such time that all requirements are fulfilled.
- 3.3.2.2 Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice.
- 3.3.2.3 Include a statement of recorded hours that are billed at an hourly rate.
- 3.3.2.4 Ensure that amounts shown in the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses.
- 3.3.2.5 For only those reimbursable costs incurred in the previous month, submit itemized business expense logs, and where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses.

- 3.3.2.6 Include the signature of an authorized office of Consultant, along with such officer's certification they have examined the Invoice and found it to be correct.
 - 3.3.2.7 Late Fees. Consultant understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.
 - 3.3.2.8 Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of purposes of Consultant's engagement, are in accordance with this Agreement, and Consultant receives prior written approval of the Director or his/her authorized representative.
- 3.4 The Consultant shall provide to the City a completed invoice report format for review and approval no later than fourteen (14) days after the issuance of Notice to Proceed. This format will identify the measurement alternatives, which will be used to measure progress for an individual task. The DEN Contract Administrator, DEN Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress on each task during the previous 30-day period. The attachment(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The DEN Project Manager must provide written approval of the format for these worksheets before they may be used).
- 3.5 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted in Unifier and correspond to the specific Task Order prior to submission to ContractAdminInvoices@Flydenver.com.
- 3.6 Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.
- 3.7 The DEN Project Manager and the DEN Contract Manager will review all invoices and, in the event, the DEN Project Manager disagrees with the invoiced progress, he/she will notify the Consultant. The Consultant and DEN Contract Manager and/or DEN Project Manager will meet within fourteen (14) days of the receipt of the invoice to discuss the reasons for the disagreement. The DEN Project Manager shall have the authority in his/her sole and absolute discretion to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 3.8 In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:
 - 3.8.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - 3.8.2 Signed subconsultant agreement(s)
 - 3.8.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)
 - 3.8.4 Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.

- 3.9 Final Close Out Invoice: By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Consultant agrees to release and forever discharge the City from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Consultant, any of its subconsultants, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from DEN Project Manager.

4 MONTHLY PROGRESS REPORT DEVELOPMENT

- 4.1 Invoice Report: The Consultant shall submit to the DEN Project Manager an electronic submittal of the Monthly Progress Report which is based upon the requirements of Monthly Invoice Checklist (Form PS-A) with its invoice. Form PS-A shall be included as a coversheet to the Monthly Progress Report.
- 4.2 Monthly Progress Report: The exact format and detail level required for the Monthly Progress Report will be established jointly by the DEN Project Manager and the Consultant within fourteen (14) days after Issuance of Task Order based on a proposed format prepared by the Consultant. The Monthly Progress Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. If required by the DEN Project Manager, the Status of Task Order report shall be formatted separately for each Task Order scope of work.
- 4.3 The Consultant shall be available, when requested, to meet with City representatives to discuss the Monthly Progress Report.

5 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

- 5.1 Any requests for schedule change or increases in a Task Order amount shall be submitted to the City in writing and shall include an explanation and justification for the proposed schedule and/or cost change or increases. No work may be completed without prior written approval of the DEN Project Manager and AIM Development Directors. DEN is not obligated to grant any schedule or cost changes or increases.

6 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

- 6.1 All allowable general and administrative overhead expenses are incorporated in the labor rates and classifications or the overhead / multiplier factor calculation and paid through the application of the overhead multiplier factor against core staff wage reimbursements.
- 6.2 Indirect costs are the general administrative overhead (O.H.) costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. DEN's policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:
 - 6.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
 - 6.2.2 Supplies, Equipment & Vehicles: Office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software.
 - 6.2.3 Maintenance and Repair: Office equipment, survey & testing equipment, buildings, vehicles.
 - 6.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.
 - 6.2.5 Taxes: Personal property, state & local taxes, real estate, (state and federal income taxes excluded).
 - 6.2.6 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
 - 6.2.7 Management, Admin & Clerical Office Staff: All management, administrative, clerical, and management support staff not directly performing work on the specific Task Order, including those located at DEN.
 - 6.2.8 Proposals: Costs of drafting proposals in response to Task Order Requests for Proposal, including personnel costs and costs for office supplies.
 - 6.2.9 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs.
- 6.3 Non-Allowable Overhead: Including but not limited to: advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts, & charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

7 EXPENSES

- 7.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 7.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.

- 7.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the DEN Project Manager or his/her designee (see form PS-C) prior to the expenditure. Any asset purchased by DEN must be surrendered to DEN at the end of the Task Order. The Consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.
- 7.4 Mileage Outside of The Denver Metropolitan Area: Mileage reimbursement will be provided only for travel outside the Denver metropolitan area that has been pre-approved by the DEN Project Manager or his/her designee (see form PS-D). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service (www.irs.gov). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. The Denver metropolitan area is Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, the City and County of Broomfield and southwest Weld County. The Denver Regional Council of Governments (DRCOG) service area includes Adams, Arapahoe, Boulder Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, and the City and County of Broomfield. Tolls will not be reimbursed.
- 7.5 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (see form PS-E) and signed by the DEN Project Manager or his/her designee. Travel shall be done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the Consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the DEN Project Manager or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.
- 7.6 Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 7.7 Lodging Rate / Night: A maximum of the lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website www.gsa.gov plus taxes per night, unless approved in advance in writing by the DEN Project Manager or his/her designee.
- 7.8 Meals: The City will reimburse the traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost, so long as any actual costs which exceed the per diem amount are directly attributable to the actual business conducted. The per diem rate includes breakfast, lunch, and dinner. Reimbursements will be made per individual traveler conducting official City business as it relates to the Consultant's contractual obligations and scope of work. Alcohol will not be reimbursed. Meal reimbursements are not allowed for Consultant's employees located in the Denver

metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the DEN Project Manager or his/her designee.

- 7.9 Special: expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement.
- 7.10 Specialty Consulting: Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the DEN Project Manager or his/her designee.
- 7.11 Project Field Office and Equipment: which includes utilities, rent, communications systems, furniture, fixed equipment.
- 7.12 Project Field Supplies, Equipment and Vehicles: these items are limited to : engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees. Supplies, equipment, and vehicles used across multiple projects shall not be reimbursable.
- 7.13 Parking: Direct expenses for short-term parking at DEN shall be reimbursed without mark-up. Parking at other locations for travel to DEN shall be submitted and part of travel expenses (see form PS-E).
- 7.14 Non-Allowable Expenses: Non-allowable expenses include, but are not limited to: relocation, printing, equipment, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by DEN it its contract capacity but not those caused by DEN in its capacity as an airport operator, airlines, air traffic control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, renewal of licenses/certifications, items included in sections above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.
 - 7.14.1 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable.

8 SUMMARY OF CONTRACT TASK ORDER CONTROL

- 8.1 DEN Project Manager Discretion
 - 8.1.1 All requirements in this section may be modified by the AIM Senior Director or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.
- 8.2 Prior To Commencement of work – Submittals Required
 - 8.2.1 Signed Subconsultant Agreement(s) with an Exhibit listing the subconsultant's core staff rates and calculated Labor Rates and Classifications (see form CM-81).
 - 8.2.2 Authorized Signers: List of the names and titles of Consultant staff that are Authorized Signers, and which document(s) they can sign, and electronic copy of the employee's signature.

8.2.3 Work Schedule.

8.3 Monthly Submittals

8.3.1 The Consultant shall submit the Monthly Progress Report.

8.3.2 The Consultant shall submit invoicing by the day of the month referenced in other sections.

9 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

9.1 All information between the Consultant and the City, and other entities with participation in the services as stated in the development of the Task Order shall be handled using Primavera Unifier.

9.2 Within 3 days following the issuance of Task Order, the Consultant shall meet with the City to review the City's proposed method of correspondence, email, & submittal communication control. Within 7 days following this review, the Consultant shall institute its control procedures for the Task Order.

9.3 General: Procedures for professional services agreements require the serialization of all correspondence between the City, consultants, subconsultants, and all project entities. All Consultants, Subconsultants, that communicate via e-mail must be managed through the Primavera Unifier system. Web-based programs or other methods of tracking electronic communications may be proposed. However, those systems must be compatible with DEN records management data system. The Consultant shall review its system with the AIM Development PMO to determine its compatibility with DEN procedures, processes and systems.

10 REFERENCED FORMS

Form #	Name
PS-A	Monthly Invoice Checklist
PS-B	Professional Employee Authorization Form
PS-C	Expense Greater than \$500 Approval Form
PS-D	Mileage Reimbursement Form
PS-E	Advance Travel Authorization Form
CM-81	Standard On-Call Cost Proposal Form
PS-F	Task Order Fee Proposal – Professional Services

END OF EXHIBIT

XVII. ATTACHMENT 11, PERFORMANCE AND PAYMENT BOND

PERFORMANCE AND PAYMENT BOND

These pages are not included in the page numbering of this solicitation document.

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 Number, Contract Name**, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this performance bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays the City all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees, that the City sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools, or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

(End of Page)

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

CONTRACTOR

By: _____
President

SURETY

By: _____
Attorney-in-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

KRISTIN M. BRONSON, Attorney for the
City and County of Denver

By: _____
Assistant City Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ [Proposer name], a corporation organized under the laws of the State of _____ [Proposer state], hereinafter referred to as the "Contractor" and _____ [Bonding company name], a corporation organized under the laws of the State of _____ [Bonding company state], and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of _____ [Proposal amount text] Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Contractor has entered into a written contract with the City for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of Contract No. _____ Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this payment bond obligation is such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the prosecution of work provided for in the above Contract and shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of such Contract which the City may be required to make under the law, then this obligation shall be null and void, otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

[END OF PAGE]

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

CONTRACTOR

By: _____
President

SURETY

By: _____
Attorney-in-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

KRISTIN M. BRONSON, Attorney for the
City and County of Denver

By: _____
Assistant City Attorney



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ON-CALL GENERAL CONSTRUCTION SBE

**Denver International Airport
RFP No. 202161611**



Sky Blue Builders LLC
Contract No. 202264757 -00

DATE ISSUED

05.10.22

March 9, 2022

Airport Office Building (AOB)
Denver International Airport (DEN)
8500 Pena Boulevard, Room 8810
Denver, Colorado 80249-6340



RE: ON-CALL GENERAL CONSTRUCTION SBE

Sky Blue Builders (Sky Blue) is proud to present our proposal for On-Call General Construction SBE. Our proposal is prepared based on the request for proposal dated April 6th and Addendum 1 dated April 29th. All personnel presented in Section 4 within this proposal are committed to this contract. These individuals have an intimate knowledge at working at Denver International Airport (DEN) and are committed to performing work on this contract for the duration of the contract term.

Sky Blue has over **13 years General Contracting** experience with public, municipal, federal and private clients. We have completed everything between complex design-build ground up SCIF projects for federal agencies to multifaceted civil projects in confined work areas. Most notably is the **Great Hall Project** in which we have been an integral team partner to Hensel Phelps on Phase I and Phase II and currently completing **Escalator Build-Out** and the **Baggage Services Office Relocation**. Our unique team brings extensive and comprehensive project experiences from both the federal and commercial environments, further allowing us to implement state of the art and progressive ideas to ensure projects meet the client's expectations, budget parameters, and fast-tracked schedules. We pride ourselves on that fact that a majority of our clients bring repeat business. Our past experience speaks for itself. With over **85% of our Clients bringing repeat requests** we have developed systems and processes based specifically on our clients' needs.

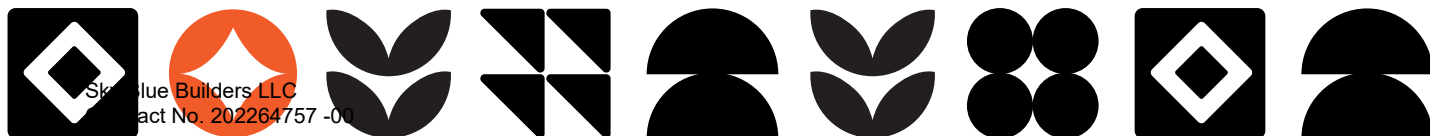
To date, Sky Blue Builders has performed on **12 On-Call/Indefinite Delivery Indefinite Quantity (IDIQ)/ Multiple Award Task Order Contracts (MATOC) for municipal and federal clients**, including Denver International Airport, the City & County of Denver, National Institutes of Standards and Technology, the General Services Administration, the Department of Defense, and the Regional Transportation District. These contract vehicles and differing clientele have enabled us to formulate unique and client specific systems and processes to address the needs set forth by the contracts. .

We Are Equity, Diversity & Inclusion Leader

Under the **"Vision 100" mission** at Denver International Airport, there is a focus of "creating more opportunities for minority, women-owned and veteran-owned businesses to do business at DEN." **Sky Blue Builders is firmly committed and dedicated to this mission** and has been since our inception. As a Minority and Women Owned Business Enterprise (M/WBE) firm we strive to mentor, develop and grow our M/WBE community. As part of our own mission and culture, we have created a place of inclusivity through mentorship of M/WBE firms to internship opportunities of under served student and heavy utilization of M/WBE firms on all our projects. To further that commitment, we have dedicated an executive from our leadership team to help propel our efforts. We outline in detail our Equity, Diversity & Inclusion section. We believe and as Phil Washington stated:

"We're dedicated to growing our inclusive culture from the inside out. Our diversity, equity and inclusion (DEI) commitment is focused on our four pillars: culture, representation, equity and brand. As we look ahead, our DEI commitments are core to the way we do business"

Denver International Airport is Colorado's primary economic engine. As millions of dollars are invested into delivering a world class airport that will serve over 100 million passengers, it is important that small businesses and underutilized communities are not left out on the opportunities. We are excited to see DEN issue this procurement as an SBE defined pool program because we believe it is not a "matter of political correctness, it is the key to growth".



Past Performance with the Denver International Airport

For over 11 years, Sky Blue has worked alongside the Denver International Airport (DEN) on numerous civil and building projects. We have been performing diverse scopes of work through our experience on the Hotel Transit Center, Concessions Build-Out, Great Hall Project and through our SBE On-Call Contract. Whether it is understanding the M/WBE reporting requirements or badging process for employees and subs or the documentation requirements set forth by DEN on On-Call Contracts, Sky Blue has an established and proven project management process that delivers projects the DEN way. As a multi-disciplined general contractor, our unique capabilities to self-perform on both vertical and horizontal construction related projects, allow us to perform on multiple projects simultaneously and provide cost competitive pricing while driving condensed and fast-tracked schedules. On these On-Call Contracts, we have established strong self-perform teams to execute on a many different task orders and variety of scopes of work.

Project Management Approach

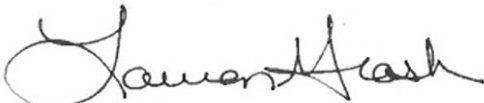
Our value add versus our competition is centered on our past performance working at DEN, our extensive history working on On- Call contracts, our ability to be adaptable and nimble and finally our cost competitive advantage by self-performing multiple scopes of work. Sky Blue Builders has developed a comprehensive internal system and process to execute the expectations of DEN's procedures & requirements through the utilization of project management and financial software system, CMiC. From a dedicated certified payroll specialist well versed in LCP tracker to our accounting manager with in-depth knowledge on Textura invoicing and payment system, our team is dedicated to ensuring that each Task Order is successfully executed.

Self-Perform Capabilities

As a multi-disciplined general contractor, our unique capabilities to self-perform on both vertical and horizontal construction related projects, allow us to perform on multiple projects simultaneously and provide cost competitive pricing while driving condensed and fast-tracked schedules. With 36 field and office personnel, the Sky Blue Builders team has skills, knowledgeable and experienced team partners to deliver our projects on-time and within budget. In addition to our experienced field teams, we have home office support to help assist with certified payroll with our Certified Payroll Specialist and with Contract Administration to name a few. With over 13 skilled carpenters and laborers, we typically self-perform at a minimum 60% on all of our projects. Each project is unique and presents different challenges when working to stay on schedule. Our Team is skilled in working closely with the Client throughout the project to deliver quality and do it safely, to ensure that milestones are met, realized and potential changes are made ahead of time to account for time constraints.

Thank you for granting us the opportunity to present to you our proposal for this On-Call General Construction SBE RFP (RFP NO. 202161611). We welcome an interview with DEN to further discuss our services and capabilities to meet the needs of this contract. Thank you again for your time and consideration.

Sincerely,



Lauren Grosh
CMO

Sky Blue Builders
lgrosh@skybluebuilders
P: 303.819.2687



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Cost Effectiveness

SECTION

7



1. Cost Effectiveness

COST CONTROLS

We understand that an On-Call contract such as this requires long-term pre-planning and cannot be treated like a regular contract. Sky Blue Builders is well-suited and capable to implement our DEN rigorous project management process and system to ensure multiple, simultaneous projects are delivered on time and within budget. Furthermore, our system uses an extensive subcontractor selection process to ensure that only highly capable and competitive subcontractors, including M/WBE subcontractors, are selected.

Cost-Effectiveness

During the execution of a project, procedures for project control and change management become indispensable tools to manage progress and issues that may arise with a project. In comparison to value engineering or alternative solutions, during the pre-construction stage, project control procedures are primarily intended to identify deviations from the project plan rather than to suggest possible areas for cost savings. This characteristic reflects the advanced stage at which project control becomes important. We have a strong understanding of the owner's program and work directly with the Owners team right at the start of a new Task Order. Through constant, vigilant monitoring and open communication between the owner and contractor, changes can be managed early on thus saving time and money. It also requires consistently maintaining a tracking system to track and act upon potential changes discovered before they bring substantial changes to the end product.

Our process for managing change during construction is centered on the main principle of communication. We believe open and honest communication greatly contributes to a successfully managed project. To that end, we use Bluebeam to access current project plans via an iPad, which also enables field staff to have any released design changes tied to a change order available to them within seconds.

When the project moves into the construction phase, changes result from clarifications in design, misinterpretation of design intent, differing field conditions, or revisions made by the owner. Each time a change is discovered, open dialogue between the owner and contractor is necessary to ensure timely resolution and implementation of

the changes. Deviations in project scope or delays in construction due to inclement weather can have detrimental impact on project schedule and project costs. Realistic project schedules, management of field personnel, and material buy-outs are examples of strategic methods to help offset, manage, and control budgets.

Field management can serve an important function in maintaining cost controls, eliminating worker compensation concerns, and overseeing the achievement of milestones. Our Project Superintendent oversight requires close attention to subcontractor scheduling as well as task order completion by our field personnel. Administratively, daily worker logs are cross-referenced with project schedule to ensure overtime and scheduling delays are not occurring. Our field personnel are trained to optimize our resources to not only prevent delays but to control costs.

One of the benefits of having an On-Call Contract in place is that it allows the construction personnel to become more familiar with the overall project requirements and general scopes of work required by the task orders, gain a more comprehensive understanding of DEN & City requirements and processes, and ultimately eliminate potential surprise changes that tend to show up after the construction documents are issued.

Quality Control Strategy

As a cost and risk mitigation effort, Sky Blue Builders implements a 4 Phase Quality Control plan to ensure oversight and inspection of materials and craftsmanship are in accordance with the standards and specifications outlined within the contract. It is the purpose of this QC Plan to establish the planned programs of actions and a means for the required lines of documentation to minimize re-work and errors. The procedure to accomplish and fully implement this plan is through the 4-Phase control system for all aspects of work as defined within the contract documents. The phases consist of:

- Preparatory Phase (1)
 - Preliminary meeting with Trade Partners to ensure clear understanding of scope of work and contract documents.
- Initial Phase (2)
 - Initial meeting to prior to start of activity to review on-site requirements and

outstanding deliverables.

- Follow-up Phase (3)
 - Inspections through the installation of work to ensure all features are still in conformance with the design and construction documents.
- Safety (4)
 - Ongoing daily and weekly inspections to ensure safety protocols are met and no stop work occurs as a result of a safety risk/incident.

Right Sizing the Team

We have found that we can mobilize faster on a wider number and range of task orders through our ability to self-perform a multitude of scopes of work and by assigning specific SOWs to experienced local workforce. This flexibility is supported by our extensive database of subcontractors. We actively seek to broaden our comprehensive subcontractor base to ensure that all SOWs are adequately addressed with qualified, capable firms available to perform when required. Our pre-construction methodology ensures their proposals reviewed for consistency, errors or omissions.

To ensure that subcontractor mark-up isn't pyramided, Sky Blue Builders typically enforces the industry standard for subcontractor mark-ups. This includes second tier subcontractors (if any) as well as suppliers. We also solicit bids from several subcontractors for each specific scope of work to ensure we receive competitive pricing. We strive to receive 3 quotes per scope. Furthermore, Sky Blue Builders utilizes subcontractors that self-perform the specific scope of work designated by the task order, and avoid those who further sub the work out.

A benefit of self performing many tasks is not having the typical requirement of utilizing numerous subcontractors and thus reducing subcontractor overhead and mark. By design, we have gradually and organically grow our capabilities and capacity to perform more and more work. With 13 carpenters and laborers, we have the ability to perform interior finish & site concrete work. By performing a majority of the work, we have the ability to drive the schedule and quality thus driving down the costs.

Sky Blue Builders recognizes that utilizing only one or two subcontractors on one project brings

with it benefits in terms of degrees and levels of flexibility with scheduling and logistics as well as efficient and effective use of communication. These benefits enable Sky Blue Builders to oversee numerous contracts simultaneously with ease due to the minimal coordination required for subcontractor management. The typical scopes of work subcontracted out are mechanical, electrical, plumbing, fire & specialized mill work.

Unique Systems & Processes

In 2015, Sky Blue Builders focused on "Elevating the Foundation" by investing in a cradle-to-grave project management system, CMiC (Innovative Construction Management Software). It spans the entire spectrum of functionality required to run successful projects, from financials to project management, project controls and facilities management. Sky Blue Builders believes that having all mission critical information housed on a single, scalable database is the key to success. Total integration reduces the need for duplicate data entry, which in turn minimizes error and increases data integrity.

This project management system has allowed us to maintain proper documentation and records of all projects, from bidding to project close-out. Communication between departments is increased with our project information management system and information can flow easily from the field to the head office and back again in real time, ensuring that decision makers always have a clear picture of the status of each project and the organization. It also allows for a real-time view of a project, allowing us to be current with budgets and costs as well as track issues and/or concerns. We understand the proprietary nature of DEN systems including Textura, Unifier and LCP Tracker and thus selected a construction management software that can integrate into DEN Software by pulling reports and documentation that is compatible with DEN Software which includes Microsoft products.



Equity, Diversity & Inclusion

SECTION 2

3. Equity, Diversity & Inclusion Plan

Sky Blue Builders is pleased to share our Equity, Diversity and Inclusion Plan. As a small, minority-owned firm since 2007, the values of this plan is foundational to Sky Blue Builders because we know first-hand how challenging it can be to get your foot in the door with large clients. We also understand how important of a role executive leadership plays in supporting and serving the needs of our diverse employees, vendors, and partners. We work hard to create opportunities for other small businesses as we pay forward those opportunities that have been afforded to us. For these reasons, we are excited to contribute our EDI strategies and initiatives as part of DEN's Vision 100 strategy as it aligns with our own values as a company.

Since the inception of Sky Blue, our founder Mowa Haile has made it his mission to mentor small and minority firms, support underserved kids and communities, loudly encourage and support women in construction and have a diverse leadership team at Sky Blue. But it doesn't stop there. Longtime Diversity, Equity, and Inclusion educator, Verna Meyers, said: "Diversity is being asked to the party, Inclusion is being asked to dance". We understand that we must create an environment where people of all backgrounds can thrive. An environment where historically underutilized groups feel welcomed and truly invited to participate in opportunities. An inclusive company attracts talent from different backgrounds, gains perspectives and capabilities, sparks innovation and creativity, enhances team effectiveness, and better understands our customers and clients. We understand being an Inclusion Leader makes all the difference.

"We are better when everyone has a seat at the table and when we respect and listen to all viewpoints" (Phil Washington, CEO DEN)

Cultural Competence

An important component in not only EDI plans, but in the business itself, is understanding or appreciating our cultural differences. Our culture shapes the lens in which we all see the world. Culture plays such a key role in solving what on the surface appears to be only business issues and challenges and it's often overlooked. *Cultural Competency* needs to be integrated and front and center with every business. Cultural Competency

exists on two different levels:

Organizational – the business's ability to fully integrate its understanding of and appreciation for diverse cultures and backgrounds of its employees, clients, and partners into its vision, mission, culture policies and practices. Sees these differences as assets to the company.

Individual – the individual's ability to build bridges across cultural commonalities and adapt behaviors across cultural differences so as to interact well with others.

- Verna Myers

In the search for easy remedies and solutions on how to be more diverse, many businesses often forget or overlook this. From the beginning, Sky Blue Builders has incorporated the value of culture which is not only reflected on a company level, but on an individual level as well. As you will continue to read, Equity, Diversity, and Inclusion are not new themes for SBB. It is a major part of how we operate. We encourage an inclusive and engaging culture because we know we are all better when everyone has a seat at the table to tell their unique story.

A. Equity, Diversity, and Inclusion Strategies

It is not enough to have a policy in place to cover your bases. We must be mindful in the way we communicate our vision and values. Though our cultural lens, subtle differences in language, verbal and non-verbal can have a big impact on how negotiation messages are given and received with many groups.

To be sure we are constantly acting as an inclusion leader and pursuing cultural competency throughout our organization, we have an executive dedicated to strive and uphold our policies. Marcy Ybarra, EDI Corporate Director, will ensure we communicate our vision, policies, and intent to contribute to the success of our employees, small and underutilized business and communities. Our commitment includes:

Advancing our culture of inclusion and belonging by:

- Understanding the cultural lens that influences how diverse groups may perceive business
- Recognizing and appreciating differences that will bring unique perspectives and ideas to help share our organization
- Seeing diversity, equity, and inclusion as connected to our mission and critical to our success
- Communicating correctly and in meaningful ways that extend a real invitation to partners
- Consistently displaying inclusive leadership behaviors valuing all perspectives and listening to diverse points of view.

Building a diverse workforce for the future by:

- Attracting unique talent through competitive pay, training and support along with opportunities for growth and advancement
- Engaging in conscious inclusion that promotes equity
- Creating a safe and inclusive environment where employees can be their authentic self, free from discrimination, harassment and bullying.

Driving innovation and business growth by:

- Identifying and growing our network of people, programs and community partnerships to ensure our pipeline is representative of the diversity of our community.
- Encouraging employees to collaborate and make suggestions and to respect and listen to diverse opinions.
- Analyze our efforts through data to objectively assess our organization's and make adjustments as necessary.

B. Technical Assistance & Support Services

Many cultures, particularly African-American, have a strong belief that they have to perform "twice as good" as their less-diverse counterparts to be valued and recognized as a contributor. We recognize this as a real barrier for many groups for small business participation. At Sky Blue, we are committed to supporting professional growth and development opportunities to help change this narrative and help our colleagues build a team of highly valued, and reputable employees and partners. We place a great importance on participating in and implementing helpful programs and services.

Mentorship of Small Businesses

Sky Blue has grown from a four-man team in

2009 to over 36 employees working on large scale projects. It would not have been possible without the advice and help through mentorship programs. That is why we believe providing these opportunities to other businesses is so important. One program we participate in is a partnership with the Denver Chamber of Commerce where we mentor many businesses through the Mentors Walk program. This program is designed to assist small businesses in developing business plans, learning about bonding programs, assist in the M/WBE certification process and help create sustainable practices. For the past 2 years, Sky Blue has been providing this assistance to True Crew Insulation, including reviewing contracts, banking and bonding relationships, and a comprehensive business plan. We are proud to have been able to include them in municipal projects like Gilpin County Public Health & Human Services, Colorado Convention Center, and Denver International Airport as our subcontractor. In addition, our leadership team is mentoring how to work at DEN, LCP Tracker, and the badging process. Our entire firm is dedicated and committed to the success of True Crew Insulation and look forward to continuing mentorships with other small businesses.

Community Engagement

Sky Blue executive leadership stays extremely active in the community through several channels. By participating in the City & County of Denver (CCD) Disparity Study and direct involvement through the Construction Empowerment Initiative (CEI), we have been able to help other small businesses by providing insights and challenges we have faced to CCD Consultants. We are active participants in organizations including Hispanic Contractors for Colorado, CDOT Industry Forum, Black Construction Group, and Denver Metro Chamber of Commerce advocating for the rights of small and disadvantaged businesses in the community. We have met with municipalities such as CCD and Denver International Airport to discuss how to bring more opportunities for small and minority businesses through SBE set-asides or On-Call Contracts, partnership opportunities with larger General Contractor's and bid packages that are geared more towards small businesses.

Workforce Development

Our employees are our biggest asset. We are proud to be a collective of skilled business professionals from all walks of life. We want our employees to

succeed so we provide our employees the tools and resources needed for growth and success. Our professional development program pays for educational classes and certifications such as DMCC Leadership Exchange, DMCC Access Program, Primavera 6 scheduling coursework, CSU Construction Management Certificate, DU Ideo Program, Emily Griffith English Course, and HR Training Programs to name a few.

We are also proud of our internal Mentorship program, where we focus on career goals and develop a direction that is tailored to best suit each individual's interest and capabilities. This guidance lays a foundation of professional goals, while developing confidence in the field that in-class education alone cannot provide. Under this program, we have had employees start as a laborer/carpenter and through proper training and guidance has graduated to Lead Foreman and Assistant Supervisor, overseeing the relocation and build-out of major projects with United and Southwest.

In the community, we are doing our part in workforce development by training underserved communities. Street Fraternity is an organization of brotherhood and professional growth for young men. By providing mentorship and training to these young men, they are learning a trade which will help impact their career future and help the construction community at large.

C. Procurement Process

In a recent focus group study for Denver International Airport regarding the disparity of contracts awarded to African American businesses, barriers and challenges for this group were identified. One such challenge was many felt there was not a real want or need for their services. The way information is communicated to African Americans is extremely critical. In the absence of a respectful invitation, they are not certain they are included. This is the notion of "Information vs. Invitation" (Street Source Marketing, BAC Focus Groups, February 2019) and is an example of how different groups see through a different lens.

As a fellow small business, we work hard to procure opportunities where can bring value and have the opportunity to invite other minority businesses to join us. Keeping in mind some

of the barriers that these businesses face, we are conscious of how we communicate with other minority owned businesses to ensure we are creating a real invitation as a partner in our projects. We will never require a prequalification form to begin the conversation, as they are often prohibiting by citing not enough experience. Sky Blue Builders consistently exceeds M/WBE and DBE goals on every bid. Our process starts with:

1. Establishing work codes as established by the Colorado Unified Certification Program and identifying firms capable of performing a specified work code. Through our extensive community involvement, we stay in the know and reach out to M/WBEs and DBEs. We also utilize outreach events, pre-bid meetings, advertising and written notices and announcements to be sure we are including as many minority businesses as possible.
2. We interview our potential partners and determine a firm's capability of performing a "Commercially Useful Function" as well as its capacity to perform the specified scope.
3. We communicate with small business partners from the very beginning of the proposal and treat them as real partners. One problem small businesses face is they feel they are not invited to the conversations around vision and planning with places them at a disadvantage. We provide all information about the plans, specifications and requirements of the contract in a timely manner and assist them in responding to the solicitation to further ensure success in utilizing M/WBE and DBE firms.
4. The bid process from our partners is transparent and in accordance with the owner directives. We conduct interviews and site visits to ensure the firms are capable and knowledgeable. Mentorship and advice are given to firms to ensure a successful bid on their behalf.
5. Once several subcontractors are identified, the Project Manager reviews each subcontractor's specified Scope of Work (SOW) and the pricing requirements for bidding the specified SOW. Informing each subcontractor about the procurement process makes sure that SOWs will be bid without overlap. This transparency enables subcontractors to further investigate cost savings in terms of local suppliers to provide more competitive pricing.
6. Prior to signing an agreement with a subcontractor, Sky Blue Builders holds a subcontractor meeting where the scope is reviewed, compared to the scope of related trades,

and the subcontractor's bid is either affirmed, or appropriately adjusted to meet the needs of the subcontract. This step allows Sky Blue Builders to ascertain subcontractor coverage of the total scope of the project and confirm that there are no overlaps or gaps in the scope.

7. We enforce prompt payment. If bid is successful, Sky Blue Builders is committed to paying all subcontractors within thirty-five (35) days for the contractor's receipt of subcontractor's invoice. In order to ensure Prompt Payment to Subcontractors, we will help assist M/WBE firms in proper reporting procedures for Certified Payroll. By clearly defining dates for reporting timelines while allowing time for internal review of proper documentation, SBB will assure accurate and proper reporting documentation is submitted to CCD for payment. This checks and balances process ensures that all documentation is void of inaccurate information and minimizes CCD rejection for non-compliance.

D. Communication and Vendor Management

The goal of our communication management plan is to develop effective service, safety, quality and working relationships that will continue after project completion. Professionalism, courtesy, and fair treatment, starting from the very beginning stage of the project creates responsive, collaborative interactions that ensures a successful project. Our communication plan consists of:

- Training our employees, partners, or vendors to align with our vision of the company to deliver quality work in a safe environment.
- Communicating regularly and frequently with the project team through weekly status meetings for updates, comments, ideas or concerns to build relationships and trust by enabling open and strong communication channels.
- Including key stakeholders/partners in key strategy sessions to establish a collaborative environment.
- Asking employees and partners to share issues or barriers they are facing
- Clearly state and have written performance expectations of duties.
- Ensure timely responses when addressing employee, partner or vendor requests or concerns.
- Resolve disputes quickly and fairly by listening to partners to find right solutions.

E. Past Performance

As a small, minority owned business, we have been fortunate to work with several large Prime companies on high-profile construction projects at DEN. From the beginning, we have held a vision for culture and diversity. We are M/WBE! We don't just meet or exceed goals. We help develop M/WBEs for long term sustainable success. Our track record on previous projects speaks for our commitment to the M/WBE community, specifically to DEN:

- Peak Newsstand Concourse A: Goal 27%, SBB 46%
- Peak Newsstand Concourse C: Goal 27%, SBB 50%
- Modern Market Concourse B: Goal 30%, SBB 67%
- DEN SBE On-Call: Goal 15%, SBB 40%

Outside of DEN, our On-Call RTD contract had a goal of 33% SBE. SBB far exceeded this goal achieving a 74% participation!

Our commitment is beyond goals. As we continue to evolve and grow our business, we are excited to extend more opportunities to underrepresented groups and candidates that share our background and values. Through our mentorship programs, recruiting practices, employee development programs, our interest is finding ways to give back to our community by forging strategic partnerships and contributing to the betterment of our community. We believe these actions show who Sky Blue Builders is and what we stand for.

F. Proposer's Culture

Corporate Social Responsibility (CSR)

"Attitude Reflects Leadership, Captain" (APA. Uakin, B. (2000). Remember the Titans. Buena Vista Pictures.) The role that executive leadership plays in supporting and serving the needs of underutilized business and communities is extremely important and sets the tone from top to bottom. It is a role that is taken very seriously by our founder Mowa, Haile. His history of the challenges he faces while immigrating from another country has taught him that we can all come across challenging times during our life and as a community, we owe it to each other to provide the support during those times. It is through this lens that he leads our employees to volunteer their time and expertise throughout their employment. Our partnerships with Goodwill, Hope Kids, Scholars Unlimited, Project Angel Heart, Denver's Donor Dash, Habitat for Humanity, and

summer internships through Denver Scholarship Foundation are just a few organizations we support. Our company commitment and participation to our CSR program is on a monthly basis, with new partnerships with organizations being constantly forged.

Current Assessment

As a M/WBE firm, our culture is deeply ingrained in the betterment of all social and economic categories. It shows firsthand in our entire company culture. Not only is 70% of our executive leadership team comprised of minorities, but over half of our total employees are from diverse backgrounds. In addition, as a certified HUBZone firm with the SBA, we have over 30% of our entire staff living in historically underutilized neighbors. We intentionally seek out unique employees and partners who bring diversity to our group by recruiting with intention and a proper invitation to underutilized communities.

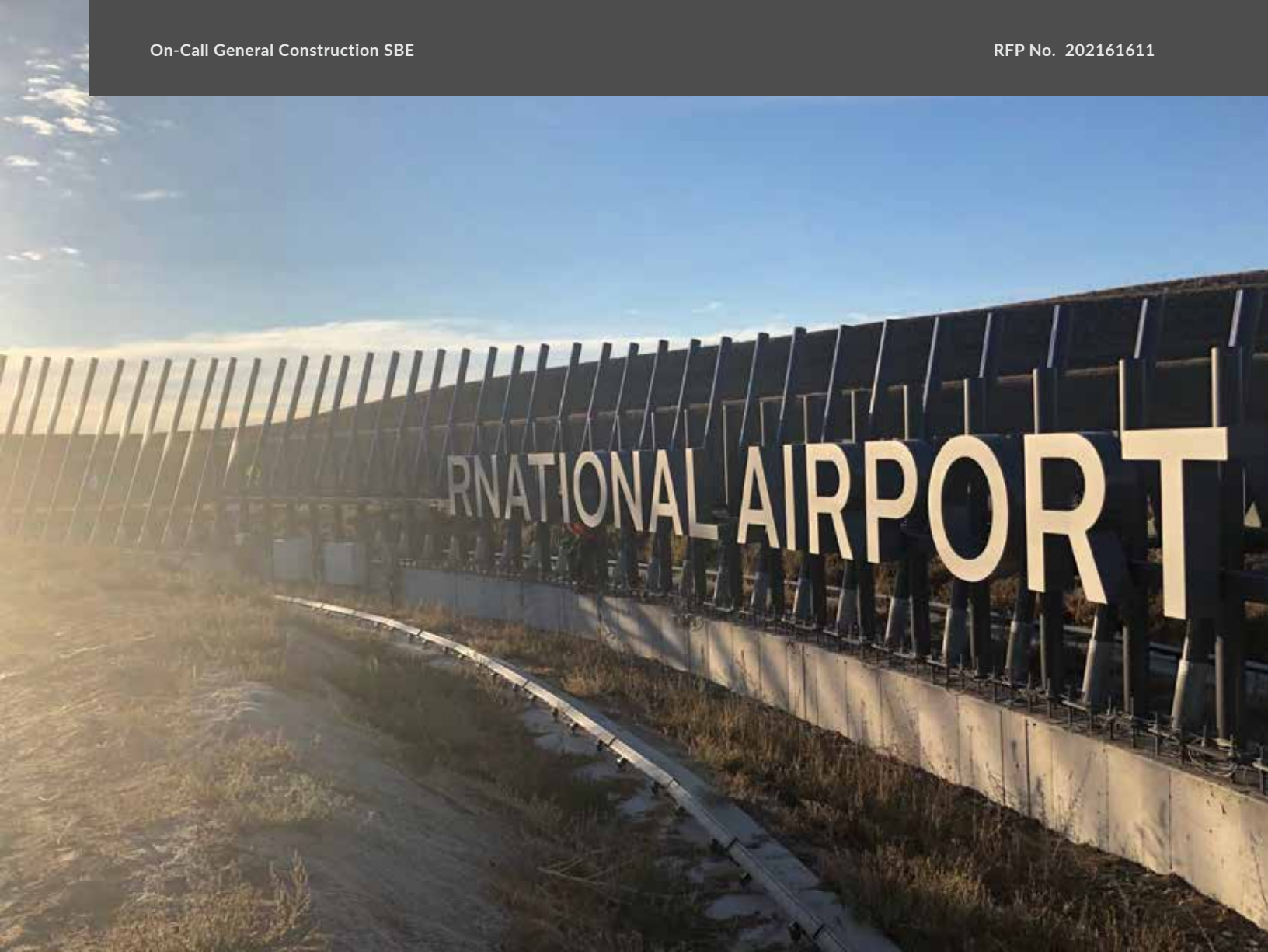
Our diversity of our team is promoted through our equity, diversity and inclusion hiring and recruitment process. For over 10 years, we have recruited employees from college and even high school students into the construction industry. In 2011, we started an intern program that included two interns - one from a larger GC and another from Warren's Village Program. This led to our internship program to grow as we then partnered with CareerWise, Denver Scholarship Foundation as well as other organizations that target historically underutilized communities as well as specific disadvantaged communities. Through the Goodwill program we have hired interns to professionally grow and develop students by engaging them in all aspects of our business. Modassar Nazir, was an intern through the Goodwill Program. He gained experience in estimating, business development and even in project engineering. Through his exposure and knowledge acquired at Sky Blue Builders, Mr. Nazir went on to his current role as Senior Manager at Stolle Machinery Company. Our love for construction and for our community is exhibited by the success of our interns. Whether they moved on to become electrical engineers, Project Managers or even Business Owners we are proud of the work they have accomplished.

G. Future Initiatives

Our vision for Sky Blue Builders continues to

be an advocate for small disadvantaged business in Denver and to promote, support and create opportunities for other small businesses. We will be active with local municipalities and organizations to further this mission. Through active involvement on legislative measures in the Colorado Legislature as well as active involvement in committees (i.e. Hispanic Contractors of Colorado Legislative Committee) we will contribute to the knowledge and insight of the challenges faced by small disadvantaged business in the construction industry. Currently, we are working on finding a solution to the work force issue in Denver. Through the Contractor Academy, we teach classes and help create curriculum for those interested in the construction field. We are exploring the creation of an incubator space within our organization to be able to mentor more small businesses. This can include coworking space within our office and access to all of our executive leadership - from the CEO, attorneys, accountants, project managers, marketing people, etc. to help assist them in growing their business. We understand the challenges and problems faced by a growing company so we wanted to create a supportive environment for them to grow and flourish.

Finally, because diversity, equity, and inclusion is all about accountability, we will continue to review our policies and make adjustments as necessary. We will ask for feedback from employees and partners about what diversity and inclusion means to them through interviews and surveys. We will compile and use historical data with regard to representation, recruitment, turnover, and employee engagement to measure effectiveness of our strategies and plan. We will measure, review and retry to be sure we are living up to our goals and doing our part to help our communities.



Understanding the Project

SECTION
3

3. Understanding the Project

UNDERSTANDING THE SCOPE OF WORK

Sky Blue Builders understands and recognizes the challenges and complexities of managing and overseeing multiple Task Orders. With over 10 years of On-Call Contract experience, we have established a project management approach that is tailored to our On-Call/IDIQ/ MATOC experience. This includes understanding the need for extensive subcontractor/ field coordination, pre-planning surrounding material procurement/ logistics planning and over method of procedures for performing the work and 3 week look ahead scheduling.

In addition to On-Call Contract experience, Sky Blue Builders has a thorough understanding of the complexities and challenges at working at Denver International Airport.

With our experience in Concession Build-outs, SBE On-Call Contract, Hotel & Transit Center, and Great Hall, we have developed relationships with DEN personnel and earned their trust as it relates to the rules of working on the concourses/ terminal and the procedures necessary for project implementation and completion. Most work was performed during the hours of 9 pm to 6 am, which required extensive coordination for the successful delivery of material, transporting workers to the site, and product installation as well as to ensure minimal disturbance to the public and other tenants. Many of the projects under the DEN SBE On-Call required subcontractors, which necessitated coordination in the badging process, certified payroll process through LCP Tracker, and processing of payments through Textura. Given the processing time of minimum 2-3 weeks for badging, Sky Blue Builders typically starts the badging process for personnel and key subcontractors upon award of the contract. For the complex requirement of DEN is the certified payroll process, we have a dedicated certified payroll specialist, Julia Mata, who has established a comprehensive program to submit the required documentation to not only DEN but also the City Auditors office. She provides technical assistance to those firms who struggle with the certified payroll process and utilization of the LCP Tracker. By having a dedicated individual to this process, we have been able to streamline and condense our administrative procedures for certified payroll.

In the following sections, we highlight our experience and processes associated with On-Call Contracts. We understand that multiple task orders may be awarded simultaneously which requires a specific & tailored project approach to ensure each project is delivered on-time and within budget. Furthermore, we highlight our ability to respond to multiple task orders with a variety of scope of works. We have performed on everything from complex central utility plant compressor upgrades to minor repair & maintenance work. With our diverse project team, we bring only the most highly qualified individuals that bring extensive experience and benefit to each specific task orders.

As part of the Great Hall Interim Phase 1 Contract, Sky Blue Builders was responsible for overseeing the interim construction of the Great Hall which included pre-construction and initial construction of key trades upon the termination of the previous contract holder. One unique aspect of this contract was to assume the existing contracts with US Engineering, Intermountain Electric, TKE, Frontier Fire Protection and Steel Erection Subcontractor, Derr and Gruenewald. Extensive due diligence was conducted with each trade partner to understand the status of their work including what was completed, review any concerns/issues encountered in previous work and detailed analysis of any value engineering options previously not vetted.

Another challenge of this project was managing



multiple levels of stakeholders from the Prime design-build team to DEN, DEN services, and DEN support services provided by concessionaires, TSA, and other idiosyncratic space types. Each stakeholder had a distinct need, brand, and goals for their project. These had to be coordinated carefully with the contract, budget, and schedule.

APPROACH & PHILOSOPHY ON PROBLEM RESOLUTION

Internal & External Problem Resolution

It is inevitable problems will occur within the project, thus any approach to solving them will be tested – often. Experience is the greatest predictor of a company’s ability to address problems. Given that experience is oftentimes a differentiator, one of the most effective strategies to intercept potential problems is effective communication up the chain of management. Sky Blue Builders’ COO meets with every project manager weekly to, among other issues, discuss any problems on the job. Often, our PMs can address the issues and the discussion is simply informational. But, at times, these weekly check-ins serve as great opportunities for an executive to advise and use their experience to help PMs get out ahead and in front of potential issues before they bloom. In addition, Sky Blue Builders has a weekly Team PM meeting in which problems are discussed across all projects; thus, providing perspective and lessons learned from numerous professionals for effective problem solving.

Sensitivity/Experience dealing w/ key issues + any other issues

Utilizing our approach and philosophy to problem resolution, below is a specific example at DEN in which Sky Blue Builders team leaders effectively resolved conflicts or issues on the DEN HTC Project:

Field Coordination and pre-task planning was an imperative to reduce and alleviate issues for task performance prior to project execution. Pre-task cards were issued to all field personnel to outline safety, hazard analysis, and quality on each work task to keep the work environment safe and efficient. Proper communication protocol was established early on. If issues arise in the field that cannot be resolved, proper lines of communication were established with the MHS Tri-Venture team to resolve conflicts.

SCOPE OF WORK ISSUES & MATTERS:

Meeting DEN Requirements and Procedures
Given our past performance at DEN, we have a clear understanding and respect for the regulations, procedures and requirements set forth by DEN. From understanding the various stakeholders involved to the difference between airfield and secured area requirements, we have developed our own internal procedures to address these requirements

Multiple Simultaneous Task Orders

With our On-Call Contracts, we have a comprehensive understanding that numerous task orders may be issued simultaneously which requires great oversight. In addition, task orders may be issued on an emergency basis which Sky Blue Builders has extensive knowledge in executing these type of projects through our GSA Emergency Infrastructure Contract. For each Task Order issued under this contract we must respond within an hour and often time mobilize on-site in 2 hours, shovel in hand.

Multiple Stakeholders

We understand there are multiple stakeholders and authorities having jurisdiction and/or interest in seeing the work is installed in a code and specification compliant manner. Having previously completed multiple projects on the airport property, Sky Blue Builders knows how to execute the work in cooperation with DEN facilities personnel and the City and County of Denver building inspectors, fire inspectors and such.

Safety

Doing work in a highly secured airport facility comes with construction nuances that have heightened importance due to the location. Sky Blue Builders recognizes that DEN is not a typical worksite. The safety concerns both inside the airport and on the air field are taken very seriously and carry significant importance for us. Our Safety Manual is DEN approved and used on all projects.

Quality

To achieve quality work, our experience has taught us to view quality as a management preventative tool rather than a “policing” post-work control effort. Our commitment to quality is seen both in our self-perform work and in ensuring the same quality goals are upheld by our subcontractors. The Project Manager directly oversees the quality enforcement of our Project Superintendents and

Project Engineers, and the satisfaction of our customers is the trademark of our work.

Complexities and Challenges

Given DEN is a 24-hour facility, one of our top priority goals is to minimize this operational impact when possible. From our prior experience at DEN, we understand that it is key to clearly communicate your plan of action with DEN project management team and adjacent stakeholders. For example, while completing a facilities maintenance project for a DEN Concessionaire, SBB was responsible for the replacement of ADA tables in the center of Concourse C Subcore West. During the pre-planning phase, it was determined that the erection of construction barrier walls would be too impactful to the adjacent concessions and the Airline operations due to the location of the tables. For this reason, SBB sequenced the work not only during a low passenger volume period at night, but also completed full sections of work during each shift to bring it back to full operation by the following day.

In addition to public facing impacts to Airlines, Concessionaires, and Terminal/Concourse operations, it is critical for SBB and trade partners to maintain a clear understanding of DEN safety protocol. This includes understanding the material handling pathway as this may require access through Landside/Airside security gates, utilization of an Employee Access Portal (EAP) or Known Crew Member (KCM) portal, or via freight elevators for access to the tunnels.

Security concerns can also be encountered when

a security camera is impacted by the construction closure. All efforts need to be made to minimize this impact. When it does occur, coordination with DEN Security, Operations, Communication Center, and BT will be needed to evaluate the required redundancies during the construction activities. During SBB's experience on the Great Hall Project and enabling work, this frequently has been encountered. A means of mitigating the impact has been coordination with DEN BT for the installation of temporary cameras to ensure full visibility is maintained at all times.





Proposed Work Plan & Approach

SECTION 4

4. Proposed Work Plan & Approach

MANAGEMENT AND ORGANIZATIONAL APPROACH

Sky Blue has extensive experience performing similar scopes of work to those mentioned in the RFP. We have completed successful On-Call Contract projects with City & County of Denver, Denver International Airport and also on RTD On-Call; to name just a few. Given the similarity of the scopes of work of these task orders outlined in this On-Call Contract, Sky Blue has a rigorous project management process and system to ensure multiple projects can be performed simultaneously and be delivered on-time and within budget.

Sky Blue's construction management process assures the fullest realization of a project is finished on-time and in budget that precisely meets your expectations. Our construction management process is accomplished through rigorous quality control, scheduling, site management, budget/cost controls, as well as clear communication among all stakeholders involved in the project. We outline our project management approach and controls methods further on in this section.

SCHEDULING

While understanding the status of a project is important, the real value of project scheduling is the ability to assist the project team in projecting the future outcome of the work progression, and allowing the team to adequately plan for any challenges that may be encountered. The project schedule is a dynamic tool that is updated each week during construction by accurately measuring and recording progress. In addition, attentive on-site management presence to visually inspecting the progress of the work, and effective communication contribute to the input and documentation of the progress achieved.

Accurate schedules are essential in effectively and efficiently controlling and managing not only single projects, but multiple subcontractors on multiple projects. The Program Manager, in conjunction and consultation with the Superintendent, develops a master schedule that indicates start, completion, milestone dates, subcontractor assignments, task values, and other critical information.

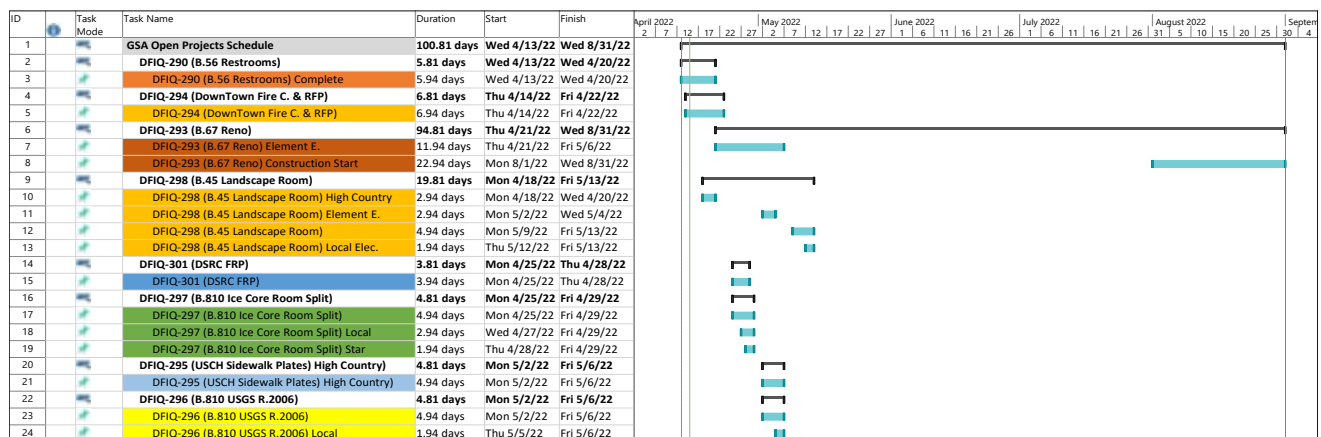
Once all team members have provided input and the schedule has been refined/reviewed/approved, the approved project schedule becomes the working schedule and the roadmap, whereby project completion will be achieved. The schedule is used during weekly meetings as a regular agenda item to provide all employees/laborers and subcontractors the information they need to adequately plan and execute their work. This allows Sky Blue Builders to track progress and identify any activities that need further attention, and the subcontractors a tool to plan and schedule personnel, deliveries and logistics.

Successful Management of Multiple, Concurrent Projects

An example of how we have successfully met multiple, concurrent project needs is our work with GSA-DFC. At any given time on this contract, we are performing multiple projects in varying locations with a myriad of different scopes of work. The following is a graphical representation of current projects under this contract.

METHODS USED TO COORDINATE WORK WITH OTHER CONSULTANTS

Everyone in construction plays a part in a complex communication network. The success of any



project depends in the ability to effectively communicate and convey to others their needs, concerns, and issues in a constantly evolving and dynamic workplace. Every project has a unique set of characteristic and complexities involving many players, therefore, effective communication is essential to a successful project. Sky Blue Builders understands the importance of effective communication when it comes to coordination with various stakeholders (entities/consultants).

An effective communications tool will be the commitment and dedication of senior management from contract execution and Notice to Proceed through project close-out. The Sky Blue Builders management organization dedicated to the Program will include staff that can respond immediately to the stakeholder requirements, manage all elements of the scope of work, and be available to all entities that are impacted by the Program. Phasing, logistic, material management, security, site access, shut down, and relocation plans will require stakeholder participation. The process will start with weekly information exchanges with frequency increasing and refinement of topics as the construction progress. Due to the nature of On-Call contracts, task orders may require expedited or short timeframe response which could require more frequent interaction with the various stakeholders. During construction there will be short daily briefings with graphic diagrams to keep all stakeholders informed. The DEN stakeholders anticipated to include: airlines, airport operations, concessions, environmental, security, fire & rescue, law enforcement (federal, local), FAA, and TSA.

Sky Blue Builders partnering approach includes a formal management process in which all stakeholders of the project (anyone who can impact the project) voluntarily develop a set of project goals and a method of dispute resolution. As outlined in Section 3 – Understanding the Project we outline our approach & philosophy for dealing with problems and experience with dealing with key issues

Mitigate Construction Impacts on Airlines, Businesses, Concessions, and Airport Users

The single most important element to mitigating construction impacts to all airport patrons, tenants, and operators is a dedicated project management staff with a strong understanding of airport operations and systems. During the course of the Program, Sky Blue Builders will employ

management approaches and processes that will reduce the day-to-day impacts of construction on the tenants/users, avoid unscheduled interruptions, anticipate potential disruptions, and ensure completion of the project at the earliest possible date by implementing the following:

- Schedule off-hour shift work
- Install temporary barriers and construction signage
- Schedule night work for various activities
- Coordinate airline operations interface
- Coordinate the start of regular shifts to avoid conflicts with morning and afternoon peak travel

PROJECT MANAGEMENT CONTROL METHODS & PROGRESS REPORTING

The following Proposed Work Plan and Approach represents Sky Blue Builders philosophy in managing the On-Call Task Orders, as not just as another Construction Management firm, but as an extension of DEN's staff, managing the entire Contract each task order at a time. In order to manage multiple task orders under a On-Call contract we have developed a Work Plan or Approach that starts at issuance of a task order and runs until project close-out and warranty. Outlined below are definable program features that focus six major areas, or steps, for each task order issued/awarded:

Step 1: The first area of focus is the **pre-construction phase**. During this phase, Sky Blue will analyze each task order issued and will focus on the cost estimate and schedule, assumptions and clarifications, risk matrix, constructibility assessment, and value engineering/cost reduction ideas.

Step 2: Upon award, the second area of focus will be on the in-depth **pre-planning process**. After a project or task order is awarded, SBB will engage all stakeholders and subcontractors in a kick-off meeting to review site logistics, jobsite regulations, safety plans, and the quality control program.

For example, any project involving MEPT activities are likely to require SBB to utilize the DEN Shutdown Request tool for communication and schedule of DEN resources as applicable. Prior to performing any tie-ins to an existing panel/system, SBB and associated trade partner would perform a full evaluation of the

impacted systems which could include such spaces as: Restroom Lighting, UPS, FIDS/BIDS, Conveyances, General Power etc. This analysis will be presented to DEN for review prior to scheduling of the work.

Step 3: The third area of focus, is assisting in the **construction document phase** to incorporate the most recent input from the DEN stakeholders. Sky Blue Builders will:

- Coordinate OAC Meetings associated with constructability, risk, schedule, quality, safety and cost control
- Update program schedule with revised phasing, sequence modifications, stakeholder input, bid package revisions, systems constraints, subcontractor/vendor input, and DEN comments.
- Update reports that were developed in previous steps 1-2, including constructability reviews, phasing, and VE recommendations.
- Review all construction documents including CD's, contract documents, technical specification, surveys, reports, permit applications, and BIM model (if needed)
-

Step 4: The fourth area of focus, which will be accomplished concurrent with Step 2, is to establish the parameters for **contract administration and project controls**. During this step, standards for contract procurement, document control, M/WBE planning, contract administration, general communication, and Project reporting, among others are implemented into this program. This includes establishing the financial controls and billing documents utilizing the Textura Construction Payment System (CPM System). This system will incorporate an approved schedule of values once the contract is set along with each subcontractors information and other supporting documentation required by the auditors.

Step 5: The fifth area of focus includes establishing the parameters for **construction management** of the Task Order Contract. Each element of the individual Task Order has an optimum delivery methodology based on the level of documentation that currently exists, the availability of work areas and hours of operations, mitigation of disruption for passengers and airline operations, and other constraints that are identified during Steps 1 through 4. The following are a few of the elements that will be addressed as Sky Blue Builders enters the construction phase:

For installation of Life Safety systems (i.e. Fire Alarm, Fire Suppression, ECS, Smoke Zone) SBB will utilize the Shut Down Request (SDR) process to verify impacted areas as outlined above. After installation and preliminary inspections, these systems will require SBB to follow the testing protocol with DEN Life Safety personnel as well as the Denver Fire Department prior to requesting acceptance by DEN.

Due to high security sensitivity in an airport environment, any project that may include modifications/improvements with CCTV cameras, will be managed by an integrated approach with DEN stakeholders, including Safety, Terminal Operations, Business Technology, and Communications Center. Sky Blue will perform on site coordination meeting to ensure point and focus of the cameras are acceptable for final integration with DEN system.

Sky Blue Builder's project management controls includes not only having the right personnel and trade partners that understand the above-mentioned DEN systems, but also includes utilizations of a robust CRM software. SBB utilizes CMiC for contract and cost management. This software allows for day-to-day management and oversight of cost controls to enable thorough historical data tracking. This allows for efficiency and competitiveness when developing cost estimates to DEN. In addition, this allows SBB to minimize unforeseen cost impacts during construction

Step 6: Occupancy & Warranty

Upon completion, Sky Blue provides a seamless turnover transition by working with owners to properly train on system functionality, operations, and maintenance and confirm integration into current systems as required. We provide warranty documentation and contacts to ensure any project concerns are addressed timely and to perform as designed. Any warranty work is tracked using Sky Blue's Warranty Log, and all items are addressed individually and closed when the warranty work is completed and accepted by the Owner. This log is used for the warranty term.



Key Personnel / Ability to Respond

SECTION 5

5. Key Personnel & Ability to Respond

The Sky Blue Builders team consists of highly qualified people who have the ability to manage the development of pre-construction activities and execute all aspects of the construction process resulting in a successful project. Our project team structure and lines of authority are specifically designed to support performance of multiple, simultaneous task orders. Our executive management team remains in constant contact with our project team through bi-weekly progress meetings and occasional site visits, as well as by monitoring all task orders in progress. We can reach back into our organization to support multiple task order requirements, which we will partner closely with you to assure that those requirements are clear and well understood. Outlined below are the lines of communication and the roles and responsibilities of each team member.

The Sky Blue team will be led by Jasmine Solis, Project Manager. She represents Sky Blue and speaks for the company on all matters associated with this contract and reports directly to our President, Mowa Haile. Jasmine is responsible for maintaining master schedules, signing purchase orders, performing some estimating, managing site personnel, attending all OAC Meetings, and the maintenance of all necessary contract documentation. Jasmine brings extensive Denver International Airport Experience working on a multitude of projects from Concourse A, B & C Concrete Gradebeam/Pier Cap Package under GH Phipps to DEN Pena Boulevard Virtual Element Signage under our DEN SBE On-Call Contract. In addition, she brings an internal perspective of the policies, procedures and methodologies of working at DEN through her work on the Great Hall Project. She was intimately involved with the Quality Control Standards & Procedures and ensuring the Hensel Phelps met these requirements as well as the specs/drawings during her tenure at Denver International Airport.

Our Project Superintendent, Adam Tinucci, will provide direct supervision and day-to-day coordination of the work on-site. Alongside Jasmine, Adam is currently completing the Escalator Build-out Project under Hensel Phelps in which he oversees both daytime and nighttime work under this compressed schedule project. As Project Superintendent, Adam will report directly to the PM, Jasmine Solis. He is also responsible for supervising the work of craftsmen and

subcontractors, maintaining project schedules, and verifying that the work is completed in accordance with the plans, scope of work, and specifications. He also makes certain that proper safety and housekeeping procedures are followed and that progress reporting is performed in a timely manner. He will maintain constant communication with the subcontractors as well as the PM to assure that the project proceeds in accordance with our high standards of quality, timeliness, and safety. Adam Tinucci will be lead Site Project Superintendent. However, dependent on volume and complexity, we have multiple Project Superintendents that are able to assist dependent on the specific scope of work.

Our Project Engineer, Jacob Geraci, will assist our Project Manager with documentation control which consists of submittal documentation assembly and deliverables, OAC (Owner-Architect-Contractor) meeting minutes and Requests for Information (RFI) submittal and tracking. Jacob Geraci has extensive experience in overseeing document control and is well versed in multiple applications including CMiC, as well as subcontract management, and field quality control documentation.

Our Field Engineer, Nick Gossin, has over 3 years of field engineering and foreman experience at DEN working on Concessions Build-Outs, SBE On-Call Contract and the current Great Hall Baggage Satellite Office Relocation. As Field Engineer, he will assist Adam Tinucci in meeting the conformance of construction drawings, specifications, and contract requirements related to the DEN General Construction SBE Contract. In addition, he is responsible for inspection of material deliveries, conduct jobsite walks to ensure quality, safety and progress of work.

Chris Kelly, Construction Coordinator, has over 10 years of construction administration experience on a wide variety of projects from municipal, to mixed use developments. Chris is responsible for subcontract set-up including work orders, compliance documentation, creation of pay applications and uploads into Textura and all contract related requirement set forth by this contract. She will also manage the creation and work-flow of all contract deliverables.

In addition, to these dedicated personnel, Sky

Blue Builders home office staff, based in Denver, CO, will be supporting and augmenting the efforts of these key personnel. Sky Blue Builders currently employs 23 office personnel and 13 field personnel, the latter which includes general laborers, concrete foremen and crew, and skilled carpenters. Of the 36 employees, all of our field personnel and a majority of our office personnel are all currently badged at DEN allowing for greater flexibility in responding to the needs of this contract. From a dedicated Certified Payroll Specialist, Julia Mata, and our multiple DEN experienced Superintendents to our carpenter/laborers, we have the dedicated resources, expertise and personnel to support the successful execution of this contract

Headquartered in Denver, Colorado, Sky Blue can easily respond to this contract's requirements within this RFP. We currently have a dedicated team already positioned at DEN International Airport with additional office and field personnel located just 13 miles away at our Denver Office. With our stocked field office, we have the ability to address most major repairs immediately and have numerous local suppliers in close proximity to DEN. The number and type of staffing required is determined in conjunction with size, scope, budget, time constraints, and complexity of the task orders involved. Each task order is staffed with the appropriate type and number of on-site personnel needed for successful completion, assuring that redundancy of staff is eliminated and that all the Clients expectations are being met within budget and schedule. Whether it involves

extremely complex & sophisticated systems or it's a simple repair & maintenance task order, we have the personnel to manage and oversee all scopes of work. In addition, we have an abundance of small, local M/WBE and highly specialized subcontractors to reach back too help assist our team. We are proud of our large and small M/WBE partnerships throughout Colorado.

On **EVERY ONE** of our projects, we have recognized the importance and the assets that small businesses contribute to meeting the fast track schedule, and their ability to be agile and flexible with work approach and overall cost effectiveness than larger contractors. Thus, we have used small & disadvantaged contractors on a **EVERY ONE** of contracts in the past, currently and in the future. An example of our dedication advancing the collective small & disadvantaged community is on our RTD On-Call Contract. Under this contract, **we achieved over 74% in M/WBE participation.** With our \$4,000,000 in awarded task orders, we were able to trickle down over \$2,900,00 to disadvantaged firms under RTD's DBE program. St. Andrews, American Signage, Chacon Paving and JKS Industries were all utilized on the RTD On-Call Contract and will be utilized on this SBE On-Call contract.

Below we highlight potential subcontractors we can utilize on this contract. Having an extensive database and proven track required with the below subcontractors will enable Sky Blue Builders to further develop and grow the M/WBE Community.

SUBCONTRACTOR INVOLVEMENT

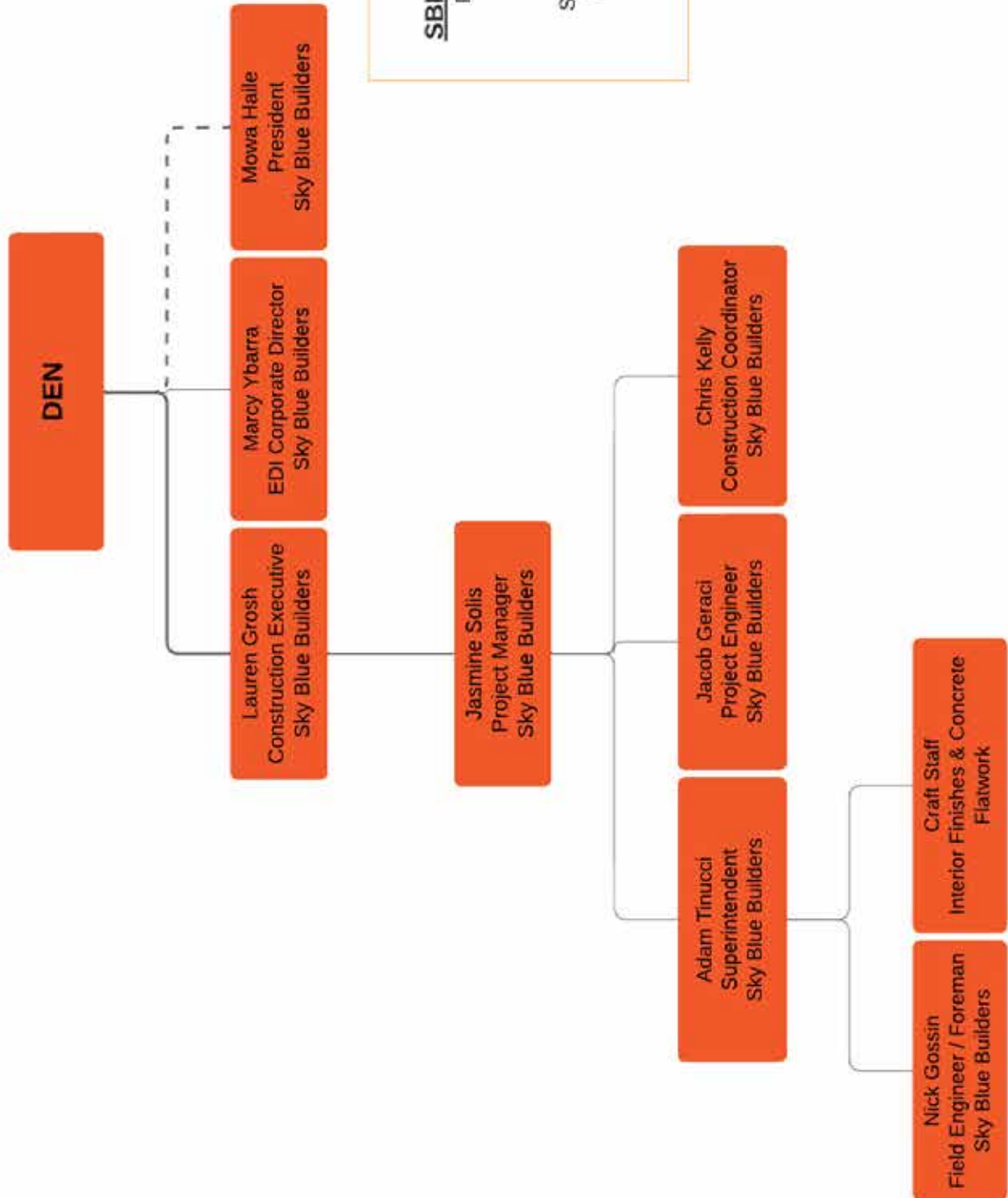
Outlined below is a list of potential subcontractors that have the ability to perform certain scopes of work delineated by the On-Call Contract. These are existing relationships that Sky Blue Builders has developed in the Denver area with subcontractors that are familiar with work at DEN. These firms are potential subcontractors that SBB can draw upon to support M/WBE contract goals. In addition, all of the subcontractors listed we have past performance with on previous DEN or City & County of Denver projects.

St. Andrews Construction - Electrical	Denver Test & Balance - Mechanical
Servitech - Electrical	MBR Electric - Electrical
Solutions Mechanical - Mechanical	LEI Companies - Electrical
JCOR Mechanical - Mechanical	Diamond Plumbing - Plumbing
JF Sato & Associates - Survey	

The goals and objectives of subcontractor management is to develop effective service, safety, quality and working relationships that will continue after project completion. Professionalism, courtesy, and fair treatment, starting at the solicitation stage through the final punch-list, creates responsive, collaborative interactions that further ensures a successful project.

SKY BLUE BUILDERS

DEN SBE On-Call Org Chart





Company Experience & Qualifications

SECTION

6

6. Company Experience & Qualifications

Sky Blue Builders' past performance demonstrates our commitment to providing Clients with the highest level of collaboration, quality, safety, and ability to consistently deliver projects on-time and within budget. The three project examples that we have provided highlight our ability to successfully perform on projects similar in size & scope and our ability to manage multiple simultaneous projects.

Though there are numerous factors on managing multiple task orders on On-Call Contracts, the common thread that facilitates a successful outcome is a Team's ability to maintain a high level of sophisticated project coordination. We have extensive experience with this type of coordination and a proven track record of successful projects as a result. We are committed to achieving extraordinary outcomes on our projects using a collaborative process as our cornerstone.

The Sky Blue Builders team consists of highly qualified people who have the ability to manage the development of pre-construction activities and execute all aspects of the construction process resulting in a successful project. Our past experience includes clients such as the U.S. Army Corps of Engineers which are known for their highly regulated standards in safety and quality assurance, as well Denver International Airport.

The Denver International Airport Hotel and Transit Center is an exemplary project from which we built a platform built on trust, partnership and true collaboration. This project, which sits at just over \$8 million, showcases our self-perform and infrastructure work. The knowledge, experience and insight of our Management Team in performing within a collaborative environment, shows that we can yet again bring this skill and teamwork to this On-Call contract. Our experience working with the City and County of Denver and DEN also highlights our detailed systems and processes to execute on this type of Contract and in our ability to meet the expectations and objectives required for a successful project.

Two key factors in successfully facilitating Task Orders on an On-Call Contracts is timeliness and meeting budgets. Each project is unique and presents different challenges when working to stay on schedule. Our Team is skilled in working closely with the Client throughout the project to delivery quality and do it safely, to ensure that

milestones are met, realized and potential changes are made ahead of time to account for time constraints.

When considering budget, it is important to address each element to ensure that best value is discovered and presented to the Owner in a timely fashion. We work closely with each Client to address potential budget challenges. Our project-specific value analysis includes document reviews that identify potential cost savings. In some instances, alternate solutions are recommended that ensure the most cost-effective, highest quality project is delivered.

The following pages are examples of completing multiple simultaneous projects as well as projects with multiple disciplinary scopes of work. From demolition and concrete paving to carpet and interior remodels, Sky Blue has the in-depth knowledge and experience to execute all task orders under this contract. All of the projects highlighted are similar to the scopes of work outlined in the RFP. The sampling of projects highlights our ability to work on diverse scopes of work as well as project sizes and complexities.

Project # 1 - DEN SBE On-Call Construction Services

Project #1	DEN SBE On-Call Construction Services
Contract Number	201734022
Client	Denver International Airport
Point of Contact Information	Steven Toebben / 720.438.0941 / steven.toebben@flydenver.com
Dollar Value	\$ 23,000,000 (only \$600,000 remains)
Period of Performance	10/20/2017 - 12/31/24

In 2017, Sky Blue Builders was awarded an SBE On-Call Construction Services contract with Denver International Airport to perform miscellaneous scopes of work associated with the Terminal Reconfiguration preparation for the Great Hall Project. Over the course of 3 years, Sky Blue Builders has performed 13 task orders under this contract from relocating important sculptures to renovating existing spaces for current terminal tenants like Ground Transportation. Outlined below are the miscellaneous task orders we have performed:

- Task Order 1 - Ground Transportation Providers
- Task Order 2 - Parking Permit Office Relocation
- Task Order 3 - Miscellaneous Assets
- Task Order 4 - Pena Digital Signage (Precon)
- Task Order 5 - TSA Fencing
- Task Order 6 - Pena Digital Signage (Construction)
- Task Order 7 - Concourse A Restroom Vents
- Task Order 8 - Pigeon Mitigation
- Task Order 9 - Project put on Hold
- Task Order 10 - Terminal Space Reconfiguration
- Task Order 11 - Nuclear Gauge Storage
- Task Order 12 - Pigeon Mitigation Phase 2
- Task Order 13 - Great Hall Phase I

It is apparent from the list above that a great variety of scopes of work have been procured through this contract. As our first direct contract with Denver International Airport, it allowed Sky Blue Builders to further understand

the administrative and project management procedures required by Denver International Airport. With a team of 6 carpenters/laborers as well as site super and project manager, Sky Blue Builders operated 24 X 7 to procure these scopes of work self-performing over 55% of the overall scopes of work. A majority of work was performed after-hours from 9PM to 5AM to minimize disruptions to normal business operations at the airport and to minimize impact to travelers. From security protocols to LCP certified payroll reporting and Textura Pay





Applications, Sky Blue Builders is versed in all aspects of working at Denver International Airport.

Whether the project entailed coordinating distributive work during evening hours to working with fire inspectors, Sky Blue Builders established a strong project management protocol for working at Denver International Airport. Working within an airport environment, requires extensive coordination, scheduling and logistic planning as well as a thorough understanding in the expectations of Denver International Airport. Working with not only Denver International Airport, but other various stakeholders requires years of experience of functioning in this dynamic environment. The “DEN Way” requires adaptability, focus, determination and attention detail, all traits Sky Blue Builders employees have established over the course of 8 years of working at Denver International Airport.

Under this On-Call Contract, we were able to establish a strong network of subcontractor partner, a majority of which were M/WBE Firms. Under the \$22 Million, we have already completed under this contract we have had an overall 33% M/WBE goal met with our long standing partners, St. Andrews, Performance Fire, Legacy Traffic, Duct Works and Premier Services to name a few. Under our Equity, Diversity & Inclusiveness narrative we outline further all of the partners we have maintained over the course

of 10 years working out at DEN that we will bring to this contract.

One Task Order under this contract was the Parking Permit Relocation. Task Order 2 consisted of the relocation of the Parking Permit office from the center of the Terminal to a interior location on Level 5. The scopes of work under this task order included demolition of existing space, framing, drywall, painting, carpet, ceiling grid, doors/hardware, FFE, electrical, and fire protection. A majority of the work was performed during evening hours to minimize disruption to the airport operations. Sky Blue Builders performed over 70% of the scope of work. Subcontractor coordination was minimal thus saving time and money. Furthermore, given the extremely confined project site, coordination with Sky Blue Builders 6 carpenters/laborers was essential in order to meet the project period of performance. Site logistics and material delivery required a comprehensive approach in order to deliver material to the project location in the middle of a fully operating airport. Furthermore, due to the high security requirements of this facility material delivery and subcontractor access to this site was strictly monitored, and material inspections enforced at all times.

Project # 2 - GSA Repair & Maintenance IDIQ

Project #1	GSA Repair & Maintenance IDIQ
Contract Number	GS-08P-14-JA-D-0049
Client	General Services Administration
Point of Contact Information	Jason Gietl / jason.gietl@gsa.gov / (303) 236-1421
Dollar Value	\$4,000,000 / 5 Year Contract
Period of Performance	1/21/14 - 1/20/19
Location	Denver Federal Center, Lakewood, CO

Overview

Over the past 10 years, Sky Blue Builders has worked across the 623 acre Denver Federal Center campus in most of the 44 buildings. With approximately 12 Million in 4 differing contracts and Task Orders awarded to Sky Blue Builders during this timeframe, our team has a comprehensive understanding of the General Services Administration and the 26 agencies they serve. With the age of the existing buildings (including mechanical & electrical systems) we have a clear understanding of the complexities in working with older infrastructure and buildings. From the unforeseen conditions that may be encountered and working in owner occupied spaces to the challenging site logistics, Sky Blue is well versed in handling these type of situations which may also be encountered at DEN.

Sky Blue Builders has an extensive history working with the GSA and some of the challenges faced at the Denver Federal Center. Over the course of the past decade, we have been able to develop a project approach that is centered on the systems, processes, and procedures required by the GSA. Whether it is the HPSD badging process, the WH347 payroll or the material waste recycling program, we have aligned our project management approach to the needs and expectations of not only GSA, but the numerous tenants GSA oversees. This is similar to the approach we will take with the SBE On-Call Contract. We have the knowledge and

insight to all stakeholders involved with DEN whether that is the passengers, airline personnel, DEN personnel as well as the surrounding businesses. In addition, we have a similar team established at DEN as we do have under our GSA Repair & Maintenance Contract.

Under the Repair & Alteration IDIQ contract, SBB holds with the Denver Federal Center, they have completed over 37 projects and 87 credit card purchases ranging from a simple electrical drop outlet installation to complete tenant improvement projects. At any given moment, 10 – 15 projects occur simultaneously which requires extensive coordination and oversight. Due to the numerous agencies out at the Denver Federal Center extensive coordination with the end-users is required in order to ensure that these occupied spaces are undisturbed and to mitigate disruptions to the work environment. With each unique end user whether that the USGS, BLM, Forest Service, SSA, FDA, FEMA or the Department of Homeland Security each comes with its own unique and specific needs and expectations. Sky Blue Builders prides itself on learning the most important aspects of our Clients and End Users. For example, at the Denver Federal Center, the Social Security Administration requires that work be completed on weekends and after-hours to ensure that disruptions to daily operations are mitigated.

With Sky Blue Builders field office being at Building 41, over 90% of the work was completed in house. This presence will enable our

team to have back-up support and knowledgeable field staff to take on some scopes of work on the Building 53 Limited Scope & Tenant Backfill Project. In addition, our Denver Federal Center Team has established strong working relationships with not only the 6 Project Managers that are on the repair and maintenance projects at the Denver Federal Center and Building Managers but has strong relationships with the numerous preferred vendors used out at the Denver Federal Center from Shaw to Sherwin Williams. This enables our team to receive preferred pricing due to

the volume of work generated from numerous purchase orders placed on the Repair & Maintenance IDIQ which in turn cuts costs for our Client.

Below is a sample task order under this contract:



B56 – Office Build-Out – DOI Remodel Room 1555/1565

RELEVANT INFORMATION:

The Building 56 DOI Renovation project consisted of the interior remodel of rooms 1555 & 1556 to accommodate a new office and open office concept. This 3,600 SF space required demolition of existing offices, new partition walls for new office, upgrades to electrical, HVAC and Fire Sprinkler, ceiling, carpet, paint and new lighting fixtures. A new vestibule was also designed and new data lines were installed. Work was performed in an occupied setting, which required extensive coordination with the tenants to ensure that disruptions during normal

hours were mitigated. Coordination with the facilities manager was also required to keep tenants abreast of construction schedule and to notify of any shut downs. Fire watches were required during shutdowns of fire sprinkler system to ensure the safety of all employees. Sky Blue Builders self-performed a variety of scopes including window treatments, paint, drywall, doors and hardware and carpet. The construction period was condensed to ensure that the Bureau of Reclamation tenants could move in within the designated 45-day period. This required a fast-tracked schedule in which multiple scopes were performing simultaneously in this compact area.

Project # 3 - DEN Facilities Maintenance On-Call

Project #3	DEN Airside Facilities Maintenance Contact
Contract	202056523-00
Client	Denver International Airport
Point of Contact Information	Scott Dunn / (303) 342-2666 / Scott.Dunn@flydenver.com
Dollar Value	\$2,000,000

Under our DEN Airside Facilities Maintenance On-Call contract, we have completed multiple task orders for various trade services on an as-needed basis. Services range from general preventative maintenance services and repairs to building repair services. Many of these Task Orders require additional design & estimating assistance to further develop the scope of work and design elements. Furthermore, this contract also provides 24-7 response time for unforeseen emergencies that could occur at the three (3) airside concourses, transit center, central utility plant, and numerous ancillary support facilities.

Sky Blue completed 3 Task Orders ranging from water fountain installations throughout the 3 concourses to roof repairs and emergency leak repairs in the basement. With our dedicated DEN Team, we have the ability to respond within the hour for this contract and have daily on-site personnel which includes our Project Manager, Superintendent, Foreman and multiple craft personnel.

Many of these task orders require pre-construction support in deriving a cost efficient construction solution to the varying facilities maintenance challenges faced at the airport. In certain circumstances, we work alongside the facilities maintenance team in helping to derive the scope of work as well as solutions related to some of the aging infrastructure at the airport. Budgetary pricing, value engineering and alternative solutions are key to this contract. This



Bubbler Installation in Concourse A, B & C

RELEVANT INFORMATION:

Under our Task Order #2 - Bubbler Installation, Sky Blue Builders was responsible for the removal of 25 existing water fountains and replacing them with more energy efficient water fountain / bottle filling dual units on Concourse A, B, and C. Since work was completed during the day, McCain walls enclosures were erected per location. Scope of work included removal and replacement of water/bottle filling station, minor plumbing retrofitting as well minor electrical modification. Work had to be coordinated with DEN Operations due to the short closure of the adjacent restrooms. Installation of McCain walls were done during low passenger volume to ensure the safety of passengers. Scheduling, material delivery and site logistic planning was critical to the safety plan.



collaborative pre-construction approach allows us to collectively come up with productive solutions that fit the budget.

With over 11 years of DEN Experience, we have assembled a knowledgeable and experienced team at Denver International Airport. With this team, we have developed a DEN specific project management approach that was utilized on this Facilities Maintenance Contract. Our experienced Project Manager, Project Superintendent and Project Engineer, on this contract, were able to expedite the administrative procedures. Scheduling, logistic planning, project pre-planning and subcontractor coordination were critical elements to ensure all projects met the period of performance requirements as well as meeting DEN high quality and safety requirements.

Working within a heavily trafficked area and a secured facility like an airport required extensive safety and security measures. Some of the measures utilized were strategic placement of safety and pedestrian traffic signage, dedicated personnel for coordinating traffic patterns of travelers, temporary barricades with graphic pedestrian traffic patterns visuals as well as informing ALL employees of traffic patterns. Multiple weekly

meetings were held with owner, owner's representatives, architect, contractors to ensure schedule, safety and budget were being met. This required extensive collaboration amongst all key stakeholders which included airlines, airport personnel, TSA, FAA and city personnel. Demolition of existing building elements and installation of temporary construction was necessary to safely and efficiently phase airport operations and passenger flow

Communication is a critical element in this contract. Weekly meetings are held with the Owner, Den Project Management team and other various stakeholders (i.e. AIM, Engineering Department) to discuss the multiple task orders that are being performed simultaneously. Everything from logistics planning and scheduling to material delivery and safety/quality are discussed at these weekly calls. Upon being issued a task order, with our strong network of highly qualified M/WBE and large subcontractors we are able to mobilize on-site within hours if need be to conduct site walks. This contract has enabled us to have a quick to respond network of subcontractor partners to deliver on emergency work.



Additional Information

SECTION 7

7. Additional Information

Sky Blue Builders is a versatile contractor with on-call contract experience. We currently hold several on-call contracts including DEN SBE On-Call General Construction, DEN Airside and Landside Facility Maintenance, City & County of Denver SBE Sidewalks On-Call, the General Service Administration Repair & Maintenance IDIQ, Joint Forces Paving MATOC, 377th MACC, General Service Administration Paving IDIQ, and USACE Paving MATOC Contract. We know “on-call” as a fast-track construction procurement process with multi-scope task orders which can consist of emergency repairs.

Under our DEN SBE On-Call, we have gained valuable knowledge and insight in DEN systems and processes which is similar to this On-Call contract. With over 13 Task Orders completed, Sky Blue Builders has performed numerous scopes of work from relocation of valuable artwork/sculptures, maintenance of landscaping elements to relocation of tenant spaces like Ground Transportation Counter and Parking Permit Office. In addition, we were able to execute this work under fast-tracked schedules as a result of our own self-perform resources. With our own self-perform and our partnerships with other M/WBE firms, we were able to achieve 40% in M/WBE participation.

Whether the project entailed coordinating distributive work during evening hours to working with fire inspectors, Sky Blue Builders established a strong project management protocol for working at Denver International Airport. Working within an airport environment, requires extensive coordination, scheduling and logistic planning as well as a thorough understanding in the expectations of Denver International Airport. Working with not only Denver International Airport but other various stakeholders requires years of experience of functioning in this dynamic environment. This requires adaptability, focus, determination and attention detail, all traits Sky Blue Builders employees have established over the course of 11 years of working at Denver International Airport.

As a M/WBE Firm, Sky Blue Builders is deeply committed to growing our M/WBE Community. Our goal is and will always be not to just provide opportunity and contracts to the M/WBE community but help them create a SUSTAINABLE business. Throughout our 13-year history, we have recognized the importance and the

assets that small businesses contribute to meeting the fast-track schedule, and their ability to be agile and flexible with work approach and overall cost effectiveness than larger contractors.

As with other SBE On-Call contracts we are part of, we see the importance in strengthening and building the capacity of our small & disadvantaged businesses. These are critical contracts that enable us to reach back to the M/WBE and SBE Community to foster and develop other firms like ourselves. It has been through these contracts that we have grown from a 4 man team with \$180,000 in revenue to a team of 36 and over \$20,000,000 in revenue. These SBE On-Call Contracts remove barriers to entry for firms like ourselves to compete and win work for clients like Denver International Airport. We are true testament to the benefits of these SBE On-Call contracts by allowing a firm to build capacity, build experience and knowledge and most of all to scale as a company.

Furthermore, our company culture embraces the notion that the foundation of construction projects rests upon the small business communities shoulders. Over 90% of firms in Colorado are comprised of Small Businesses. From our estimating department to our Project Managers, we have created a work environment that understands, respects, and appreciates small & minority business. Our effective lines of communication ensure that those firms identified in the pre-construction stage are utilized and supported during the construction. Our estimating department ensures that all M/WBE firms obtain the proper bid documentation whether that means providing hard copies at our office or if that means assisting in specification review to make sure they have a thorough understanding of the project. Our Project Managers assist M/WBE firms in understanding Certified Payroll M/WBE and in ensuring that each laborer is aware of their work classification and corresponding pay wage. Our hands on approach allow all subcontractors to succeed in complying with M/WBE regulations and procedures.

Our commitment and substantive utilization of disadvantaged and small businesses is not only built on providing contracts, but also helping create sustainable businesses. We know firsthand that simply getting a contract does not make a sustainable business. But a contract coupled with mentoring will help make a business more sustainable, therefor creating a stronger COMMUNITY.



Jasmine Solis

Project Manager



Employment History:

Jasmine Solis brings extensive experience on multi-million transit oriented projects like Southeast Rail Line Extension and the I225 Light Rail Corridor station work as well as high-profile complex design-build projects like the Great Hall Project at Denver International Airport. Jasmine is well versed not only from the private construction industry but also brings extensive municipal experience through her employment with Denver International Airport. For over 7 years, she has been working at Denver International Airport on a multitude of projects including Great Hall, Concourse Expansion work on Concourse A, B and C as well as on Sky Blue Builders SBE On-Call Contract with Denver International Airport.

Relevant Experience:

Great Hall Escalator Build-Out

2021

As Project Manager, Jasmine Solis was responsible for the build-out and relocation of the escalators on Level 5 for the Great Hall Phase II project. She was responsible for OAC meetings, coordinating both evening and daytime work, subcontractor coordination, billing/invoicing and oversight of the construction team. Sequencing was essential due to passenger travel, multiple contractors performing work in same location and ensuring that the operations at this 24/7 facility remained undisturbed.

Denver International Airport – SBE On-Call Contracts

2020 - 2021

As part of the DEN Airside & Landside Facilities Maintenance Contract, Jasmine Solis was responsible for overseeing multiple task order simultaneously. A majority of this work was performed by Sky Blue Builders self performance teams as well as multiple subcontractors within the main terminal, Concourse A, Concourse B and Concourse C. Scopes of work consisted of Office relocation, emergency water leaks, water fountain installation and a variety of other interior finish scopes.

Environmental Learning Center for Kids - Denver, CO

2016 - 2018

As Project Manager for this \$5 Million and 5,000 SF this CM/GC Environmental Center for learning project, Jasmine Solis, oversaw and facilitated the construction and pre-construction efforts. During the design-build process, Jasmine assisted the pre-construction manager with coordinating the subcontractor bidding efforts and reviewing estimates and quotes. During construction, Jasmine oversaw coordination of subcontractors, managed budget and schedule, as well as facilitated and directed the OAC meetings attended by multiple stakeholders. This 3-phase contract required extensive coordination with the owners, various stakeholders, subcontractors and our self-perform crew.

CCD- Enhanced Bicycle Improvements Project - Denver, CO

2016 - 2017

Under this on-call contract, Jasmine Solis was responsible for the oversight and coordination of Sky Blue Builders self-performance on the multiple task orders issued for concrete work. Jasmine Solis was responsible for all administrative functions, including invoicing, scheduling of our self-perform team in coordination with our awarded task orders, attending OAC meetings to provide update on scheduling, logistics, concerns/issues, phasing of task orders, etc. In addition, she was responsible for budgeting all task orders and all communication with the various stakeholders involved, such as the City of Englewood and Denver Water, to name a few.

AVAILABILITY:

Pre-construction



Construction



CAREER TENURE:

Years in Construction: 9

Years at Sky Blue: 6

EDUCATION:

B.S., Civil Engineering
Colorado School of Mines

CREDENTIALS:

Class B General Contractors
License, City and County of
Denver



Adam Tinucci

Superintendent



Employment History:

As Superintendent for Sky Blue Builders, Adam Tinucci will be the Superintendent, responsible for every area of job-site performance, safety, and environmental compliance. He will implement job-site safety and security policies and procedures, instruct and coordinate our workforce, and oversee all subcontractor activities. He will determine manpower and equipment needs, maintain short interval schedules, and ensure that the work proceeds in accordance with the master schedule. In addition, he will oversee project budgeting compliance, assist with project buy-out and close-out alongside the Project Manager, track and manage initial and final punch-lists, day-to-day site operations, and ensure accurate project cost controls.

Relevant Experience:

Great Hall Escalator Build-Out

2021 - Current

As Superintendent, Adam oversaw the DEN Phase II – MOD 2W Escalator project as well as performed site safety manager and quality control program lead roles. On the day-to-day Adam, planned, organized and oversaw all project tasks, scheduling trades, maintaining a clean and organized site, and prioritizing the safety of all individuals. He developed CMOP's, shutdown requests, specific safety plans, and RFI's to achieve long term deliverables through communication with the trades, the design team and the owners ensuring progress and preventing stop work. He also performed the role of liaison with the inspection authorities regarding timely approvals, this following his internal inspections mitigating failure. Adam was tasked with accelerating the original 9 month project schedule to be completed in a 7 month period. He developed a critical path schedule with the use of both day and night work as well as 5 – 10 work weeks in order to meet the goals of substantial completion.

Denver International Airport – Great Hall Phase I

2019 - 2020

As part of the \$160 Million DEN Great Hall Phase I Team, Adam worked alongside Hensel Phelps area Superintendents to perform to perform site layout and develop detailed as-build drawings of existing systems and structures and perform quality control analyses on systems for inspection. He worked with the schedule to assist the superintendent on critical path deliverables. Enforced safety culture and practices ensuring all trades remain safe. Worked directly with foremen such that the drawings can be correctly interpreted, and systems put in place without conflict through Virtual Design Construction (VDC). Adam took on a lead field engineer role on the coordination and progression of deliverables from the electrical subcontractor. He became the main POC for reviewing work to be complete, solving schedule delay issues and initializing commissioning for this subcontractor based on design requirements.

Peoria Crossing Affordable Housing Development

2019

At Palace Construction, Adam Tinucci was field engineer for the \$24 Million dollar Peoria Crossing Affordable Housing Development, assisting with the RFI process through interpreting the design documents and performing inspections on fire protection, HVAC, structural wood frame and plumbing systems in every unit for the purpose of quality assurance. He enabled the coordination of responses from the engineering team which were implemented through a change management system. He logged, scheduled and conducted city building inspections in order to progress building completion in coordination with the critical path schedule

AVAILABILITY:

Pre-construction

Construction

CAREER TENURE:

Years in Construction: 5

Years at Sky Blue: 2

EDUCATION:

B.S., Mechanical Engineering
Gonzaga University

CREDENTIALS:

OSHA 30 Construction Safety
& Health Certified / First AID/
CPR/AED

Certified Solid Works Associate
(CSWA)

Certified Engineer in Training,
Mechanical Engineering



Marcy Ybarra

EDI Corporate Director



Employment History:

As EDI Corporate Director, Marcy Ybarra will work closely with our employees and partners to ensure compliance with our Equity, Diversity & Inclusion Plan. Through community outreach efforts with local organizations like the Black Construction Group, Chamber of Commerce, and Hispanic Contractors of Colorado as well as privately held community outreach events, Marcy will focus on providing opportunities for small diverse firms. She will support the project management team to ensure that opportunities are provided to small diverse firms by assisting with certification processing, payroll reporting requirements, prequalification packages and strategies on ensuring all small businesses are granted an opportunity to bid a variety of packages. Before joining Sky Blue Builders, Marcy was with Street Source Marketing, a strategic marketing and branding agency with multicultural expertise that provided clients with solutions driven by strong consumer insights.

Relevant Experience:

EDI Corporate Director & VP of Corporate Development

As EDI Corporate Director for Sky Blue Builders, Marcy Ybarra, is responsible for ensuring our corporate mission towards growing and advancing M/WBE, DBE & SBE firms. As EDI Corporate Director, Marcy is responsible for creating fair, just and inclusive measures from procurement and project execution to project close-out. This includes gathering and reporting statistical data and information as it pertains to M/WBE participation, ensuring inclusivity in bidding and procurement process with estimating and project managers and analyzes Sky Blue Builders' progress toward attainment and identifies ways to improve progress. Marcy reports directly to Lauren Grosh, Construction Executive.

Street Source - VP of Operations & Business Development

Marcy Ybarra assisted in creating the analytical approach and methodology and conducted qualitative focus groups with multicultural consumers (Hispanic and African American) across a number of brands and has successfully conducted listening and strategic sessions with executives in both the private and public sectors. To that end, she has consulted with major corporations, and city and government agencies in the education, planning and execution of multicultural initiatives that included the creation of cultural narratives – or stories – that uncover the value systems in a particular group. In addition, Marcy worked with private corporation, such as Brown Foreman, to develop multicultural councils in each of the six national sales divisions which was a first for their company. It is with these efforts that improved company performance and increased cultural literacy within organizations

Street Source - DEN Commerce Hub M/WBE Report

In working alongside Denver International Airport (DEN), Marcy was part of the team that devised the strategy for the DEN Commerce HUB to identify barriers that small and minority business owners experience in their efforts to do business with Denver International Airport and provided recommendations for improvement. The extensive report was presented to the CEO and executive team that provided them with key strategic insights and allowed them to make decisions on improvements that significantly improved opportunities for small and minority business owners that will help increase their ability to succeed at DEN.

AVAILABILITY:

Pre-construction

Construction

CAREER TENURE:

Years in Construction: 8

Years at Sky Blue: 2

EDUCATION:

B.S., Accounting / Finance
Metro State University

CREDENTIALS:

Inclusive Leadership with Verna Myers



Chris Kelly

Construction Coordinator



Employment History:

As Construction Coordinator on the DEN SBE Defined Pool On-Call, Chris Kelly experience includes assisting with administrative duties pertaining to all aspects of construction task orders under this contract. This includes preparing subcontracts, reviewing contract drawings and policies, and enforcing the project strategy during the project start-up phase. She is also adept in preparing pay applications, settling change orders, and managing the project daily affairs to ensure scheduling and budgets are met. She has achieved success as a versatile project engineer with his ability to manage a multitude of projects of various magnitude in various areas. Chris brings extensive knowledge and experience with working with various software systems required by our Clients like Unifier and Textura.

Relevant Experience:

DEN Great Hall Escalator & BSO Build-out

2022 - 2021

As Construction Coordinator under these two separate contracts, Chris was responsible for compiling all pay applications in Textura, uploading documentation into Unifier for start-up and close-out requirements set forth by DEN and for overseeing all subcontractor set-up including Work Orders, enrollment into ROCIP and submittal documentation during pre-construction.

Port of Entry North & South Buildings

2021 - 2020

As Construction Coordinator on the \$7 Million Dollar CDOT Port of Entry, North & South Buildings, Chris was responsible for compiling work orders and submittal documentation for all 20 subcontractors, for compiling ROCIP documentation for reporting purposes and compiling close-out documentation from the various trades.

CU Boulder Engineering Building Expansion (\$36M)

2019

As Construction Coordinator for this 80,000SF Engineering building expansion to the LEED Business School, Chris Kelly was responsible for preparing subcontract, master labor and standard agreements. Managed subcontracts & change orders that were associated with the 25 subcontractors involved with this project. She was responsible for all document control from ShareFile, SharePoint and CMiC. In addition, Chris assisted Project Managers with all project management functions from job setup to closeout and warranty. Chris also submitted to Owner all RFI's associated with the project as well as billing.

Denver Zoo Animal Hospital (\$20M)

2019

As Construction Coordinator for this 22,000SF LEED Gold Standard Animal Hospital, Chris Kelley was the gateway to the subcontractors. Chris assisted with setting up 20 subcontractors with work orders and master agreements and ensuring compliance with bonding and insurance requirements. In addition, Chris oversee the certified payroll reporting of the 20 subcontractors through LCP Tracker.

Denver Museum of Nature & Science (\$2M-16M)

2019-2018

As Construction Coordinator for this 716,000 SF mechanical & electrical upgrade project for the Denver Museum of Nature & Science. Chris worked directly with the owners and mechanical/electrical subcontractors for the system upgrades which included subcontractor coordination, OAC meeting involvement and warranty / close-out preparation. Being this was phased in 5 segments, Chris oversaw all document control and subcontract documentation for the 5 separate contracts.

AVAILABILITY:

Pre-construction



Construction



CAREER TENURE:

Years in Construction: 15

Years at Sky Blue: 2

EDUCATION:

B.S., Construction Management
Colorado State University

CREDENTIALS:

OSHA 10 Certified
Storm Water Prevention
Certification
First Aid & CPR
Sigma Lambda Chi
Construction Honor Society



Nick Gossin

Field Engineer



Employment History:

As Field Engineer, Nick Gossin duties include inspecting materials once on-site to ensure they meet design conformance, assist with on-site layout of construction elements (setting benchmarks, identifying grid layout, etc.) and inspects features of work and equipment, testing them for safety and conformance. In addition, Nick will assist the Project Superintendent, Adam Tinucci with planning construction procedures and will make sure that projects follow owner regulations related to safety, communication and security. With more than 5 years of experience in the Construction Industry 4 years with Sky Blue Builders), he has a versatile construction background working himself up from laborer to carpenter to foreman and field engineer.

Relevant Experience:

Great Hall Baggage Service Office Build-Out

Current

As Field Engineer, Nick Gossin, is responsible for assisting the Superintendent on field oversight to ensure that each scope of work is installed per the specifications, drawing and contract documents. With 2 locations being renovated at a time, Nick assists with subcontractor coordination and Sky Blue self-performance while ensuring the safety and quality standards set forth by Hensel Phelps and DEN.

Concourse A, B, C Repair & Maintenance Work

2019-2020

As Field Engineer/Foreman, was responsible for overseeing the mid-term refurbishment and miscellaneous repair & maintenance work for Paradies Lagaredere (Concessionaire). Over 30 repairs were required over a month duration which required extensive evening work. Furthermore, multiple subcontractors were involved with various scopes ranging from electrical repairs to detailed mill-work. Taylor oversaw the DEN Field crew to complete over 80% of the work that was solicited to Sky Blue Builders.

DEN SBE On-Call Contract (\$3,500,000)

2018 - 2019

As Field Engineer on the DEN SBE On-Call, Nick Gossin oversaw and managed multiple task orders under this contract. He provided site logistics and pre-planning to ensure each project was delivered on-time and within budget. A majority of the work required mobilizing on-site within a 48 hour period and extensive evening work. In addition, he oversaw Sky Blue self-performance and subcontractor coordination, scheduling and material handling on off-hours and evening work required by this contract.

GSA IDIQ Repair & Maintenance IDIQ

Under this \$4M Repair & Maintenance Indefinite Delivery Indefinite Quantity (IDIQ) contract with GSA, Nick is responsible for assisting the Superintendent with task order execution on multiple task orders simultaneously. His responsibilities include conducting trainings, scheduling workforce, and executing on safety and quality programs as defined by the Superintendent. He participates in OAC (Owner Architect Contractor) Meetings, orders and maintains inventory of material/equipment, supervises multiple task orders, and conducts quality workmanship inspections on multiple task orders.

AVAILABILITY:

Pre-construction



Construction



CAREER TENURE:

Years in Construction: 5

Years at Sky Blue: 4

EDUCATION:

Lincoln College of Technology

CREDENTIALS:

OSHA 10 Hour

Aerial Lift Certification

First Aid/CPR



Jacob Geraci

Project Engineer



Employment History:

As Project Engineer, Jacob Geraci will be responsible for every area of job-site performance, safety, and environmental compliance. He will implement job-site safety and security policies and procedures, instruct and coordinate our workforce, and oversee all subcontractor activities. Jacob will determine manpower and equipment needs, maintain short interval schedules, and ensure that the work proceeds in accordance with the master schedule. In addition, he will oversee project budgeting compliance, assist with project buy-out and close-out alongside the Project Manager, track and manage initial and final punch-lists, day-to-day site operations, and ensure accurate project cost controls.

Relevant Experience:

Great Hall Baggage Services Office Relocation

Current

As Project Engineer under Great Hall Baggage Services Office (BSO) Relocation project, Jacob worked alongside Jasmine Solis, Adam Tinucci and Nick Gossin to deliver on the relocation of 4 BSO relocations for United and Southwest. Work was conducted under a constrained 3 month schedule which required extensive coordination in condensing submittals, Request for Information and subcontractor on-boarding process.

Port of Entry North & South Buildings

2021

As Project Engineer, Jacob Geraci oversaw construction related activities for the construction of both North & South Bound Port of Entry structures and associated site work. This required extensive coordination since structures and site work were occurring simultaneously on both sites along a heavily trafficked I-256 corridor. Jacob was responsible for overseeing field crews, subcontractor coordination and oversight and all safety & quality control aspects on this project.

DPS MYEC Zuni HVAC & Parking Lot Renovation

As a Project Engineer/Field Engineer on this project, Jacob was responsible for overseeing a multitude of subcontractors on-site while overseeing Sky Blue Builders own self-performance. Due to unforeseen conditions on the site which pertained to an underground storage tank, over 20 permits were required adding a new level of complexity. Jacob was responsible for working with the designers, engineers, Denver Public Schools and other stakeholders on-site to keep this project on-track to be completed before school start.

JF & USACE Paving IDIQ

2019-current

Under these \$49.5M/5 year and \$200M / 7 Year Indefinite Delivery & Indefinite Quantity (IDIQ) Contract respectively, Jacob Geraci assisted the Project Manager with pre-construction related activities, RFI's & Submittals, scheduling, as well as subcontractor coordination. Under both of these contracts, 8 to 12 projects were occurring simultaneously.

AVAILABILITY:

Pre-construction

Construction

CAREER TENURE:

Years in Construction: 5

Years at Sky Blue: 2

EDUCATION:

B.S., Construction Management
Colorado State University

CREDENTIALS:

OSHA 10 Certified
Storm Water Prevention
Certification
First Aid & CPR

EXHIBIT I

SCHEDULE OF RATES AND MARKUPS

Contractor Core Staff Rate Proposal

SKY BLUE BUILDERS, LLC

Contract Name: ON-CALL GENERAL CONSTRUCTION SBE

Contract Number: 202161611

“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.

Any company proprietary information that has been redacted herein
shall be incorporated into this Exhibit I by reference and shall remain
enforceable under the Contract.

February 10, 2023

Revision Date: 2012-09-13

City and County of Denver



Planning and Development Division

Company & Contract Information

	Contractor Name	Contract Number	
	SKY BLUE BUILDERS, LLC	202161611	
	Contract name		
	ON-CALL GENERAL CONSTRUCTION SBE		
	<u>Company Name</u>	<u>Enter the Fringe Benefit Multiplier Factor from Exhibit K</u>	<u>MBE WBE SBE or DBE</u>
1	SKY BLUE BUILDERS, LLC	49.7800%	MBE
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
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27			
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29			
30			
31			
32			
33			
34			
35			

Core Staff Labor Rate Data Entry Worksheet

	Select the Contractor Company	Enter the Employee Name	Select the appropriate Job Title	If "Other" is selected in column 'D' enter 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	SKY BLUE BUILDERS, LLC	Jasmine Solis	Project Manager		Level V, Managerial					\$77.89
2	SKY BLUE BUILDERS, LLC	Adam Tinucci	Project Superintendent		Level IV, Supervisory					\$65.90
3	SKY BLUE BUILDERS, LLC	Nick Gossin	Field Engineer		Level IV, Supervisory					\$53.92
4	SKY BLUE BUILDERS, LLC	Chris Kelly	Construction Coordinator		Level III, Full Experience					\$53.92
5	SKY BLUE BUILDERS, LLC	Julia Mata	Project Accountant		Level III, Full Experience					\$46.43
6	SKY BLUE BUILDERS, LLC	Jacob Geraci	Project Engineer		Level III, Full Experience					\$53.92
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
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31										
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33										
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35										

1	Dietrich Salary Survey - Job Titles				
	Section	Group Name	Position Title		Position Description
	SECTION 3 See also Field Engineer	CONSTRUCTION SERVICES GROUP	Project Engineer	CSG	Position monitors the activities of contractors on the construction site within a discipline or multiple disciplines based on experience. Initiates action as required to keep construction progress in line with overall project schedule and in conformance with the contract documents. Assists Resident Engineer or Construction Manager in the coordination of activities. Provides daily inspection of construction activities. Reviews contractors' payment applications, change orders, and equipment-vendor-payment requests, making recommendations to their supervisor. Schedules equipment and/or material delivery with contractor schedules to meet project schedule.
	SECTION 4			CMG	Responsible for supervising, directing, and coordinating construction management of commercial, industrial, and/or municipal projects including direct liaison with owner, designers, and contractors regarding project feasibility, cost, staffing, completion, and maintenance. Will negotiate pricing/fee with project owner; formulate and implement budget and work plan; prepare project-status reports; and oversee the review of plans and drawings in accordance with contract documents. Requires an engineering degree in applicable discipline with a minimum of 7 years' experience in construction management.
	SECTION 4 See also Field Super.	CONSTRUCTION MANAGEMENT GROUP	Project Superintendent	CMG	Responsible for the day-to-day construction activities of contractors on-site with regard to scheduling manpower and expediting receipt of equipment and materials for utilization at various phases of work. Will review shop drawings, negotiate change orders, resolve contractor conflicts, and provide site coordination on items pertinent to meeting specific cost and time requirements with the contract documents. Requires significant field-construction exposure that may be gained through practical construction experience and/or a degree in engineering with good field/design experience.

Equivalent Engineering Titles Used By Participating Firms

C - Consulting Engineer					G - Government					U - Utilities					I - Industrials					R - Research & Development				
C	G	U	I	R		C	G	U	I	R		C	G	U	I	R		C	G	U	I	R		
					Engineer I																			
			X		Assoc Plant Project ENGR				X		Engineer Associate	X											Mechanical Engineer	
X					Associate I			X			Engineer Coordinator				X								Nuclear Safety Engineer I	
			X		Associate Engineer	X	X	X	X		Engineer I				X								Process Engineer I	
X					Associate Engineer 1	X					Engineer In Training				X								Product Engineer Tech	
	X				Civil Engineer I	X					Engineer In Training I	X			X								Project Engineer I	
	X				Civil Engineer I	X					Engineer Technician				X								Project Engineer I	
X					Design Engineer		X				Engineer Transport Assoc				X								Project Engineer VII	
X			X		Design Engineer 1	X					Entry / Intern Engineer		X										Project Research Engr I	
X					Electrical Engineer I		X				Graduate Civil Engineer	X											Research Engineer	
X			X		Engineer	X	X				Graduate Engineer	X											Staff Engineer	
			X		Engineer 3	X					Jr. Designer			X									Traffic Engineer I	
X					Engineer A	X					Jr. Engineer		X											
					Engineer II																			
X					Assistant Engineer	X		X			Engineer I		X										P U Engineer	
X					Associate 2		X				Engineer I - Design				X								Process Engineer II	
X					Associate Engineer II	X	X	X	X		Engineer II				X								Product Design Engineer	
			X		Associate Programmer				X		Engineer, Associate				X								Product Development Engineer	
			X		Ass't Electrical Engineer		X				Environmental Engr. I	X											Prof'l Consultant I	
	X				Ass't Field Engineer				X		Fabrication Engineer	X		X									Project Engineer	
	X				Bridge Engineer I		X				Graduate Civil Engineer	X											Project Engineer II	
	X				Civil Engineer II		X				Graduate Engineer					X							Project Engineer II	
X			X		Design Engineer	X					Intern Engineer					X							Project Engineer VI	
X					Design Engineer II	X					Jr Designer					X							Quality Engineer II	
			X		Development Engineer	X					Jr. Engineer	X											Sr. Engineer Technician	
X					Electrical Engineer II				X		Material Research Engr.	X											Sr. Staff Engineer	
X			X		Engineer	X					Mechanical Engineer II	X											Staff Engineer II	
x					Engineer Aide				X		Nuclear Safety Engr. II				X								Vehicle Test I	
					Engineer III																			
X					Associate 3		X				Engineer 2 - Design	X											Project Engineer I	
X					Associate Engineer	X					Engineer Designer				X								Project Engineer II	
X					Ass't Project Engineer	X					Engineer I				X								Project Engineer III	
	X				Bridge Engineer II	X	X	X	X		Engineer II				X								Project Engineer V	
X					City Engineer 3	X		X			Engineer III			X									Project Manager	
	x				Civil Engineer				X		Engineer, Intermediate		X										Project Manager I	
	X				Civil Engineer II		X				Graduate Civil Engineer		X										Project Research Engineer II	
	X				Civil Engineer III		X				Graduate Engineer	X											Research Engineer	
X			X		Design Engineer	X					Intermediate I Engineer					X							Sales Engineer	
X					Design Engineer III	X					Mathematical Modeler	X											Sr. Associate Engineer I	
X					Designer	X					Mechanical Engineer III				X								Sr. Engineer	
X					Discipline Engineer (18)				X		Nuclear Safety Engineer III	X											Sr. Project Engineer I	
X					E I T II		X				P U Engineer 2	X											Staff Engineer	
			X		Elect'l Engr. Supervixer				X		Plant Q A Engineer		X										Technical Services Engineer	
X					Electrical Engineer III				X		Process Engineer III		X										Traffic Engineer II	
X			X		Engineer				X		Product Engineer		X										Utilities Coordinator I	
	X				Engineer 2 - Bridge Design	X			X		Project Engineer				X								Vehicle Test II	
					Engineer IV																			
	X				Airport Engineer	X					Mechanical Engineer IV				X								Quality engineer Supervisor	
	X				Civil Engineer III	X					MID Engineer				X								R & D Engineer	
			X		Electrical Engineer				X		Nuclear Safety Engr. IV				X								Refrigeration Engineer	
X					Electrical Engineer IV		X				P U Engineer - 3	X											Registered Engineer	
X			X		Engineer				X		Plant Project Engineer		X										Resident Engineer	
	X				Engineer 3 - Bridge Design				X		Principal Engineer		X										Sr. Associate I	
	X				Engineer 3 - Design				X		Process Engineer IV		X										Sr. Associate Engineer II	
X					Engineer 5	X					Product Engineer I				X								Sr. Design Engineer	

Equivalent Engineering Titles Used By Participating Firms

C - Consulting Engineer					G - Government					U - Utilities					I - Industrials					R - Research & Development				
C	G	U	I	R		C	G	U	I	R		C	G	U	I	R		C	G	U	I	R		
X					Engineer B	X					Professional Engineer	X						X					Sr. Engineer	
X					Engineer B+	X					Prof'l Consultant 2										X		Sr. Plant Engineer	
X		X		X	Engineer II	X	X				Project Engineer	X						X					Sr. Project Engineer	
X	X				Engineer III	X					Project Engineer	X											Sr. Project Engineer II	
X		X			Engineer IV	X					Project Engineer II										X		Sr. Vehicle Compliance Engr	
				X	Engineer / Architect					X	Project Engineer IV	X											Staff Engineer	
	X				Engineering Coordinator					X	Project Engineer IV										X		Systems Manager	
	X				Environ'l Engineer 3	X					Project Manager										X		Terr Sales Representative	
X					Intermediate 2 Engineer	X					Project Manager I			X									Traffic Engineer III	
				X	Knowledge Analyst Prgmr.		X				Project Manager II			X									Utilities Coordinator II	
			X		Materials Engineer		X				Project dResearch Engr III													
	X				Engineer V		X				Engineer ing Group LDR										X		Sr. Engineer - Project	
X					Admin. Engineer I						Engineering Specialist										X		Sr. Engineer I	
X					Assistant Manager				X		P U Engineer Chief			X									Sr. Environ'l Geologist	
	X				Ass't Chief Traffic Engr					X	Plant Engineer II										X		Sr Facilities Engineer	
	X				Ass't HWY Design Engr.					X	Principal Engineer			X									Sr. Facility Designer	
	X				Ass't HWY PLNG Engineer					X	Product Engineer											X	Sr. Management Engineer	
	X				Ass't Utilities Engineer	X					Prof'L Consultant 3										X		Sr.Plant Product Engineer	
	X				Bridge Design Group LDR	X		X	X	X	Project Engineer										X		Sr. Plant Product Engineer	
	X				Civil Engineering MGR	X					Project Engineer I											X	Sr. Programmer	
				X	Engineer 6		X				Reg. Proj. Engr Supervisor			X									Sr. Systems Engineer	
X					Engineer C-, C, C+	X					Sr. 1 Engineer				X								Sr. Traffic Engineer	
X	X	X			Engineer III	X					Sr. Associate 2		X	X									Sr / Lead Engineer I	
X					Engineer III					X	Sr. Design Engineer		X								X		Staff Engineer	
X					Engineer IV	X					Sr. Electrical Engineer		X										Staff Engineer I	
				X	Engineer Principal	X	X			X	Sr Engineer		X										Team Leader	
X			X		Engineer V cont'd					X	Sr. Engineer - Design										X		Tech Sales	
	X				Engineer VI					X	Engineer 7	X											Manager	
X					Administration Engr II					X	Engineer III		X								X		Manager, Engineering	
X					Assistant Project MGR	X					Engineer IV			X									Manager, Engrg Support	
				X	Associate		X	X			Engineer V			X									Manager, Facility Engrg	
X					Ass't Resident Engineer	X					Engineer VI			X									Mechanical Engineer VI	
	X				Civil Engineer	X		X			ENGR, Configuration MGMT											X	Mch'l / Elect'l Engineer	
				X	Civil Engineer MGR					X	ENGR, Reliability Engineer				X								MGR, Traffic PLNG & ENGRG	
X					Crude Oil Quality Control					X	ENGR / Administrative MGR			X									MGR, Traffic Signal Programs	
	X				Department Manager						ENGRG Operations MGR			X									PR Engineer	
	X				E D P Environ'l PRGM MGR		X				Lead Electrical ENGR											X	Principal Engineer	
X				X	Engineer					X	Section Director											X	SR Proj. Engr. - Electrical	
				X	Process Engineer MGR	X					Section Manager			X									Sr. Project Engineer	
X					Prof'l Consultant 4 & 5	X					Sr. 2 Engineer			X									Sr. Project Engineer 2	
X				X	Program Manager	X					Sr. Architect			X									Sr. Project Manager	
X					Project Associate 1					X	Sr. Associate			X									Sr. Structural Engineer	
				X	Project Engineer	X					Sr. Electrical Engineer		X	X									Sr. / Lead Engineer II	
				X	Project Engineer I	X	X	X			Sr. Engineer		X										Staff Engineer II	
X				X	Project Manager				X		Sr. Engineer I				X						X		Supervisor Engineer	
X					Project Manager II					X	Sr. Engineer II			X									T E Assistant Admin	
X					Project Manager III	X					Sr. Professional Engineer			X									Team Leader	
X					Reg. Engineer																			
	X				Engineer VII						Lead Engineer											X	Sr. Engineer Utilities	
X					Admin Engineer III	X					Manager, Engineering											X	Sr. Engineer / Architect	
X					Associate	X				X	Office Manager			X									Sr. Field Engineer	
	X				Chief Engineer	X					Plant Engineer I											X	Sr. Mech'l / Elect'l Engineer	

Equivalent Engineering Titles Used By Participating Firms

C - Consulting Engineer					G - Government					U - Utilities					I - Industrials					R - Research & Development				
C	G	U	I	R		C	G	U	I	R		C	G	U	I	R		C	G	U	I	R		
X	X				Chief Traffic Engineer	X					PR Staff Engineer				X		Sr. Mech'l / Maintenance Engr.							
	X				Civil Engineer Admin'r	X			X		Principal Engineer				X		Sr. Pipeline Engineer							
					Consultant	X					Principal Engineer	X					Sr. Prof'l Specialist							
		X			Consulting Engineer					X	Principal Plant Engineer	X			X		Sr. Project Engineer							
		X		X	Director, Engineering	X					Project Consultant				X		Sr. Site Cavern Engineer							
	X				Dicipline Leader (2)	X	X				Project Engineer				X		Sr. Software Engineer							
	X				Engineer	X					Project Manager	X					Sr. Team Leader							
	X				Engineer D-, D, D+	X					Reg. Engineer	X					Sr. Technical Advisor I							
		X			Engineer Distr.	X					Sr. Associated	X					Sr. Transportation Engineer							
	X		X	X	X	Engineer IV				X		Sr. Electrical Engineer	X					Staff Consultant						
X					Engineer VII	X					Sr. Engineer		X			Transportation ENGR Admini.								
			X		Engineering Specialist	X					Sr. Engineer I		X			Utilities Engineer								
					Fellow Engineer			X			Sr. Engineer II													
Engineer VIII																								
X				X	Associate		X				Engineering Admin'r	X					Project Manager							
			X		Associate Director				X		Engineering Director		X				Service Manager							
				X	Ass't Department Dir.	X					Engineering Manager		X				Sr. Dir. Technical Services							
	X				Ass't Dir Engineering SVCS				X		Fellow		X				Sr. Dir / Chief Engr.							
X					Business Sement MGR	X					Group Manager	X					Sr. Engineer							
X	X		X		Chief Engineer	X			X		Manager	X					Sr. Engineer II							
X	X				Civil Engineer Sr. Admin'r				X		Manager Engineering II	X					Sr Engrg Specialist							
X					Department Manager	X					Manager, Discipline	X					Sr. Principal							
X					Director, Operations	X					Managing Civil Engineer	X					Sr. Project Consultant / VP							
X					Division Director	X					MGR, Branch Office	X					Sr. Project Engineer							
X		X			Division Director (DOT)				X		Princ. Control Systems Engr.	X					Sr. Project Manager							
X					Division Manager				X		Princ. Electrical Engineer	X					Sr. Technical Advisor 2							
X					Engineer				X		Princ. Maint. / Mech'l Eng				X		Staff Engineer							
X					Engineer Dept. Manager				X		Princ Project Mgmt Engr			X			Supervisor							
X			X		Engineer E-, E, E+				X		Princ. Safety Engineer	X					Technical Leader							
				X	Engineer Head	X					Prof'l Consultant 7	X					Vice Pres Engineering							
X					Engineer VIII	X					Program Manager	X					Vice President							
X					Engineer VIII / Officer	X					Project Engineer													
Department Head																								
X				X	Associate				X		Engineering Director	X					Principal Engineer							
					Associate Director VI	X					Executive Vice President	X					Principal ENGR & MGR							
X					Business Center MGR				X		Group ENGR Director	X					Principal / Office MGR							
X	X				Chief Engineer	X					Group Head	X					Prof'l Consultant 8							
X					Department Head	X					Group Manager	X					Program Lead							
X					Department Manager	X		X			Manager	X					Project Manager							
				X	Departmental Director	X		X			Manager, Engineering	X					Sr. Consultant							
X			X		Director				X		Manager, Engineering I	X					Sr. Discipline Leader							
	X		X		Director ENGRS SVCS				X		MGR Configuration MGNT	X					Sr. Engineer							
	X		X		Director , Engineering				X		MGR Control Systems	X					Sr. Principal ENGR & MGR							
X					Discipline Director			X			MGR Engineering SCVS	X					Sr. Project Manager							
X	X				Division Director				X		MGR Process Engineering	X					Sr. Technical Advisor 2							
X					Division Manager				X		MGR Site Engineering				X		Sr. Vice President							
X					Engineer			X			MGR Transmission ENGR	X					V P Northwest Region							
X					Engineer 8				X		MGR Vapor Pressure Projects		X				V P PLNG, ENGRG & CONSTR							
	X				Engineer Division MGR	X					Office / SR Officer				X		Vice Pres Design							
X					Engineer E+	X					President	X					Vice Pres Managing Princ							
X					Engineer IX	X					Principal	X		X			Vice President							
				X	Engineer V																			

Exhibit J

ON-CALL GENERAL CONSTRUCTION SERVICES SMALL BUSINESS ENTERPRISE

TASK ORDER PROPOSALS AND EXECUTION PROCESS

Revised: December 2022

1 INTRODUCTION

1.1 FACILITY DESCRIPTION

- 1.1.1 The Denver International Airport (DEN) 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 that serve these above grade facilities. DEN's Infrastructure extends throughout and beyond the airport's continuous 53-square miles and consists of runways, taxiways, aprons, roads, bridges, parking facilities, and utility transmission and distribution systems outside the building envelopes.

1.2 GENERAL SCOPE

- 1.2.1 DEN has maintained on-call general construction contracts to provide construction services plus oversight of subcontractors during projects on an as-needed task basis. The scope of work varies from project to project. This may include, but is not limited to, office reconfigurations, concourse renovations, structural repairs, gate equipment replacements, and roofing/waterproofing. General contractors are primarily involved in planning and coordination before and during construction. However, their services may be requested during pre-construction activities for the design period (i.e., design-build solutions).
- 1.2.2 In general, the term "Task Order" and/or "Project" when it is used in this Scope of Work means all of the work associated with the proposal preparation, construction scheduling, cost estimating, preparation of safety and quality control plans, subcontractor, and worksite management, and administrative duties for any and all services as requested by the AIM Development Project Manager or other authorized representative as identified by the SVP of AIM Development. The general contractor team ("Contractor") shall provide all work in accordance with the most current published DEN Design Standards Manuals (DSMs); the contract; all applicable Local, State, and Federal codes and regulations, including the City and County of Denver STANDARD SPECIFICATIONS FOR CONSTRUCTION GENERAL CONTRACT CONDITIONS, 2011 Edition; Airport Rules and Regulations; and shall adhere to the DEN Design Principles.
- 1.2.3 Should an individual Task Order scope of work require a discipline 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. The 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.
- 1.2.4 This contract is for the exclusive use of AIM Development (or the group formerly known as AIM Development should a name change occur). Any requests for services or issuances of Task Orders by other groups shall not be considered valid Task Orders

for this contract. 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.

- 1.2.5 The current DEN DSMs, DEN Design Principles, and Airport Rules and Regulations are available for download under the DEN Business website:
<http://business.flydenver.com/bizops/bizRequirements.asp>

2 CONTRACTOR'S SPECIFIC SCOPE OF WORK

2.1 CONTRACTOR SERVICES & TASKS

- 2.1.1 The Contractor, as deemed necessary by the SVP of AIM Development or the designated AIM Development 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 the 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 The types of projects will vary on a case-by-case basis. Some examples include, but are not limited to, the following:
- 2.1.2.1 Office renovations or remodels
 - 2.1.2.2 Concourse gate renovations
 - 2.1.2.3 Roof Repair
 - 2.1.2.4 Central Utility Plan (CUP) construction activities
 - 2.1.2.5 Installation of utility infrastructure
 - 2.1.2.6 Installation of security infrastructure
 - 2.1.2.7 Elevator and escalator replacements
 - 2.1.2.8 Reconfiguration of baggage handling equipment
- 2.1.3 The Contractor will manage all aspects of construction for the projects identified in the Task Orders. Some examples include, but are not limited to, elements and systems related to the following disciplines:
- 2.1.3.1 Structural
 - 2.1.3.2 Mechanical
 - 2.1.3.3 Electrical
 - 2.1.3.4 Plumbing
 - 2.1.3.5 Life Safety
 - 2.1.3.6 Fire alarm
 - 2.1.3.7 Fire protection
 - 2.1.3.8 Controls and Automation
 - 2.1.3.9 Telecommunications

- 2.1.3.10 Interior finishes
- 2.1.3.11 Demolition
- 2.1.3.12 Site surveying
- 2.1.3.13 Site Preparation
- 2.1.3.14 Materials testing

2.1.4 The Contractor will support these efforts by performing the following types of tasks:

- 2.1.4.1 Pre-construction planning
- 2.1.4.2 Design-build services
- 2.1.4.3 Scheduling
- 2.1.4.4 Cost Estimating
- 2.1.4.5 Permitting
- 2.1.4.6 Self-performance of work
- 2.1.4.7 Subcontractor management
- 2.1.4.8 Site Supervision
- 2.1.4.9 Quality control planning and management
- 2.1.4.10 Safety planning and management
- 2.1.4.11 Coordination with DEN Project Manager
- 2.1.4.12 Participating in a construction update meeting
- 2.1.4.13 Demonstration of commissioning requirements (installation, performance verification, warranty services, owner-training, shop-drawing integration,

2.2 PRE-CONSTRUCTION AND DESIGN SERVICES

2.2.1 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 or design-build services through the leadership of a design-build team. Their involvement will help guide design decisions that will result in projects that can be executed in the most efficient manner possible. The Contractor may also be asked to develop preliminary cost and schedule documents during this period.

2.3 PROJECT CONTROLS REQUIREMENTS:

2.3.1 The Contractor will be required to use the designated Project Management Information System (PMIS) and Primavera P6 compatible software 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 provide and maintain 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.

2.4 TASK ORDER SCOPE OF WORK

2.4.1 The SVP of AIM Development or the designated AIM Development representative will issue the Contractors a Task Order Request for Proposal (see form PS-02) for

each specific Task Order. If the work produces a product used for construction, the City will also request the Contractors to prepare an estimate of the anticipated construction cost for budgeting purposes. The Contractors will prepare and submit a fee proposal and its Task Order design schedule within 14 days of receipt of the signed Task Order Request for Proposal unless an alternate delivery duration is defined in the Task Order Request for Proposal. Task Order Requests for Proposal may or may not result in an executed Task Order.

2.4.2 The Contractor shall provide a cost proposal on a CM-81 (Task Order Summary Sheet) that includes the following:

- 2.4.2.1 A narrative of the understanding of the requested Task Order, including all assumptions, exclusions, expenses, and breakdown of the scope of work performed by all subcontractors.
- 2.4.2.2 A completed Standard On-Call Cost Proposal Form broken down by personnel pay classifications, agreed-on 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.
- 2.4.2.3 A schedule identifying all phases of the scope of work.
- 2.4.2.4 Identification of lump sum not to exceed Task Order cost.

2.5 DESIGN/BUILD TASK ORDER REQUEST FOR PROPOSAL

2.5.1 For each Task Order Request for a Proposal issued for Design/Build Services, the City will review the fee proposal and design schedule. The Contractors shall provide a fee proposal that includes the following:

- 2.5.1.1 A narrative of the understanding of the requested Task Order, including all assumptions, exclusions, expenses, and a breakdown of scopes of work to be performed by all Subcontractors (the Design team is a sub-contractor).
- 2.5.1.2 A completed Fee Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed-on hourly billing rates (see Exhibit B), and hours necessary to complete the Task Order scope of work cost and resource loaded into the schedule as detailed in paragraph 2.2.2.3. (Not typically part of a Construction Contract).
- 2.5.1.3 A schedule identifying all phases of the scope of work, including all City review durations.
- 2.5.1.4 Identification of a not-to-exceed design fee with hourly professional services rates for all design-build team members with expected activities on the Task Order.
- 2.5.1.5 Information Gathering: The Contractors will include in its fee proposal for each Task Order the cost of providing personnel to gather on-site Task Order information that may be available from the DEN AIM Development Records Management section. This may include, but not be limited to

review of hard copy project record documents, a review of electronic record documents, site investigations, etc. The DEN record documents may not represent actual as-built conditions in the field. The Contractor's Task Order fee proposals shall always include field verification of existing conditions and production of a set of as-built architectural, structural, mechanical, electrical, infrastructure, and other systems documents in electronic format as defined in each Task Order Request for Proposal. Once the On-Call Task Order NTP is received by the Contractors, the Contractors will begin to work on the Task Order as-builts.

- 2.5.1.6 The Contractors will not begin work on any Task Order scope of work without receiving a fully executed Task Order and an On-Call Task Order Notice to Proceed (NTP) through the Primavera Unifier system. In the event of approval of the Contractor's fees and schedule, the Contractors will perform such work within the time agreed and for the compensation approved by the Task Order.

2.6 DESIGN STANDARDS MANUALS:

- 2.6.1 Each Task Order Request for Proposal will identify the specific chapters or volumes of the DEN (DSMs) that may apply to the Task Order scope of work. The Contractors will prepare their fee proposal based on the Task Order definition and the requirements defined in applicable chapters of the DSM. These DSMs define the requirements for project design, constructability, operability, and performance for DEN projects. As such, these documents are periodically updated. Throughout this Agreement, the most current version of the published DSMs will apply to the work based on the date and time of each On-Call Task Order NTP unless otherwise specified in the Task Order. Updated versions of the DSM supersede previous versions.

2.7 DEN TECHNICAL SPECIFICATIONS

- 2.7.1 DEN has developed boilerplate technical specifications for various aspects of DEN-specific design and operations. Following NTP, the Contractors will be provided those specifications for the design development of each assigned Task Order Scope of Work. The Contractor will review those technical specifications to determine if they are contrary to or in opposition to its professional judgment, its standard professional practices, or the standard level of care performed by competent professionals performing similar duties and responsibilities on similar projects. If, as the result of this review, the Contractor's opinion is that the DEN technical specifications require design and engineering services that are contrary to its professional judgment and professional responsibility, the Contractor will produce a written detailed report outlining its concerns and precisely defining the items in the specifications that cause its concern. The Contractors will meet with DEN personnel to discuss these issues and agree on the direction and development of the Task that will allow the Contractors to proceed within its acceptable standard of care. Any amended Technical Specifications are specific to each Task Order's Scope of Work

and shall not be re-used between multiple Task Orders or Agreements without the approval of the SVP of AIM Development or the designated DEN representative.

2.8 CONTRACTOR'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.8.1 The Contractors will assign a lead project manager to this Agreement with experience and knowledge of design and construction industry standards. In writing, such a person must be approved at DEN's sole discretion by the SVP of AIM Development or the designated AIM Development representative. At a minimum, the project manager must be a licensed architect or registered professional engineer in the State of Colorado. The project manager will be the contact person in dealing with the airport on matters concerning this Agreement and will have the full authority to act for the Contractor's organization. This project manager will remain on this Agreement during the entire Agreement term while employed by the Contractor or until their performance is deemed unsatisfactory by the City and a formal written request is submitted that requests the removal and replacement of the project manager.
- 2.8.2 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 AIM Development representative.
- 2.8.3 The Contractor may replace a project manager with a principal, associate principal, or another individual with a higher hourly billing rate. The time that the principal, associate principal, or other individual devotes to tasks usually performed by a project manager will be billed at the project manager's hourly billing rate. DEN will not pay for work unrelated to DEN or that DEN deems is not necessary for the scope of work required of the Contractor or its project manager.
- 2.8.4 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 written approval of the SVP of AIM Development or the designated AIM Development representative.

2.9 DILIGENCE

- 2.9.1 The Contractor will promptly perform the services defined by the individual Task Order scope of work and as directed by the SVP of AIM Development or the designated AIM Development representative.
- 2.9.2 The Contractor shall submit their design QC plan with all Task Order Proposals and the status of the plan per Task Order at any time requested by the AIM Development Project Manager.

2.10 COOPERATION

- 2.10.1 The Contractor will fully cooperate and coordinate with other Contractors and approved DEN contractors performing work at DEN. Particularly those Contractors

whose work connects or interfaces with the Contractor's Task Order scope of work. The Contractor's fee proposal for each Task Order will include coordination with Contractors with current projects and future DEN projects that are identified when the Contractor is preparing a fee 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)
- 3.1.1.5 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, a review of electronic record documents, site investigations, etc. The DEN electronic documents do not necessarily represent as-built 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.

3.1.2 AIRPORT SECURITY REQUIREMENTS

- 3.1.2.1 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.
- 3.1.2.2 Security Sensitive Information (SSI): As defined by the Transportation Security Administration (www.tsa.gov), including 49 CFR Part 1520, SSI is information that, if publicly released, would be detrimental to transportation security. Although SSI is not classified information, there are specific policies and procedures for recognizing, marking, protecting, safely sharing, and destroying SSI. This guidance is required of all Department of Homeland Security (DHS) and component organization employees and contractors, including DEN. Each On-Call Task Order Request for Proposal will identify any aspects of the requested scope of work that would be considered SSI. The Task Order fee proposal must include any and all work associated with properly managing SSI as defined by current Federal regulations.

4 OWNERSHIP OF PLANS AND DOCUMENTS

4.1 PLANS AND DOCUMENTS

- 4.1.1 Documents prepared for the Project, whether in a tangible or intangible form, are works for hire and will become the property of the City and County of Denver, whether the Project is completed or not, upon payment for that work. The overall design of the Project shall be unique to this Project, and the Contractors will not replicate or otherwise use the overall design of the Project for any other project. The Contractors may retain reproducible copies of such documents so long as the hard copy originals and electronic documents are delivered to the City. The City may use all documents prepared by the Contractors and/or its Subcontractor to complete the Project, for additions to this Project, and for other facilities developed by or on behalf of the City. The City agrees not to sell any such documents to others except for a sale or assignment in connection with the sale of the Project. Any such use or reuse by the City or others for facilities developed by or on behalf of the City other than this Project, without written verification or adaptation by the Contractors for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Contractors.
- 4.1.2 The City may grant the Contractors a nonexclusive license to use portions of the contents of the drawings, specifications, and other documents on other projects except for any aggregation of items that would detract from the uniqueness of the overall design of this Project.
- 4.1.3 As provided in the Agreement, all writings or works of authorship, including, without limitation, all drawings and specifications and other documents, produced or authored by the Contractors and/or its Subcontractors in the course of performing services for the City and developed for the City for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire or be within the description of the contract, Contractors irrevocably assigns to the City of the ownership of, and all rights of copyright in, such items, and the City will have the right to obtain and hold, in its own name, rights or copyright, copyright registrations and similar protections which may be available in such works. The Contractors agree to give the City or its designees all assistance reasonably required to perfect such rights. All contracts entered with the Contractors and between and/or its Subcontractors will contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

5 TASK ORDER EXECUTION

5.1 TASK ORDER NOTICE TO PROCEED

- 5.1.1 Notification: The City will notify the Contractors to proceed with a Task Order scope of work in a written Task Order Notice to Proceed (NTP). This notification will come to the Contractors through the Primavera Unifier system. The Contractors will not be authorized to proceed with the work described in a Task Order, and the City will not

be obligated to fund any work performed by the Contractors until the City has provided a fully executed NTP to the Contractors the work is to be performed.

- 5.1.2 Kick-off Meeting: Upon NTP, the City will schedule and conduct a meeting with the Contractors and all stakeholders to review the scope of work and schedule, familiarize the Contractors with all internal DEN processes, finalize invoicing requirements, and establish progress meetings dates. The City will provide monthly training for the Primavera Unifier system to Contractors.
- 5.1.3 Schedules: Immediately following the kick-off meeting, and each month thereafter, the Contractors shall submit to the SVP or AIM Development of the designated AIM Development representative a rolling three-week, look-ahead schedule for the following three week's work. Submission of a look-ahead schedule is required for any pay applications for previous work to be considered for approval.

5.2 DESIGN

- 5.2.1 Required Documentation: Unless specifically identified in the Task Order, refer to the DEN Design Standards Manuals for specific documentation requirements for each discipline.
- 5.2.2 Submittals: Upon NTP, the Contractor will perform the Task Order, including all deliverables, submittals, meeting minutes, and change requests. Work documents shall be managed through the Primavera Unifier system. Refer to the Standards and Criteria DSM for design phase submittal requirements. All submittals shall include completed PS-23 Design Quality Control Checklist forms.
- 5.2.3 Design Reviews: All Contractor's design submittals may be subject to DEN review, as determined by the Task Order Scope of Work. Contractors shall include DEN reviews in their design schedule, with appropriate timeframes as outlined in the Standards and Criteria DSM or as defined by the Task Order Scope of Work. Upon receipt of DEN review comments, the Contractor may request a comment resolution meeting to be scheduled with DEN reviewers. Responses to all DEN comments shall be provided by the Contractor within seven (7) calendar days after receipt of comments unless a different timeframe is defined explicitly in the Task Order Scope of Work. Review and comments by DEN do NOT relieve the Contractor from liabilities of providing complete design services and are not an acceptance of any errors or omissions that may be contained in the documents. The Contractor shall NOT construe Review by DEN as replacing the Contractor's quality control program. Design Review Submittals must be reviewed by the Contractor and corrected before submission to DEN. DEN reserves the right to reject any submittals when DEN determines they do not adequately represent the required level of completion, do not include all relevant design disciplines and systems or do not include all the required documents.
- 5.2.4 Design Change Request: Changes to the scope of work initiated by the Contractor will be issued to DEN's Project Manager via a Design Change Request (DCR) (see form PS-13). Initiation of this form does not guarantee work request acceptance, grant cost,

or schedule relief. Approval of the Design Change Request will only be received by the Contractor through an executed Task Order Amendment sent through the Unifier system. The Contractor cannot proceed on any work changes without an executed Task Order Amendment.

- 5.2.5 Value Engineering: All value engineering options identified through normal design development shall be documented by the Contractor in a Request for Information (RFI) submitted through the Unifier system. The SVP of AIM Development or the designated AIM Development representative will provide written acceptance of all value engineering RFIs within 14 days of submission. Any value engineering RFI that does not have written acceptance is not approved.
- 5.2.6 Project Risk: When requested, the Contractor will assist the AIM Development Project Manager in defining construction project risks. This will be incorporated into the Scope of Work.

5.3 ADVERTISING FOR BID & BUILDING DEPARTMENT PLAN REVIEW

- 5.3.1 Certification of Design: Before advertising any project for bid, the Contractor shall submit all necessary documents to the SVP of AIM Development, or the designated AIM Development representative accompanied by a completed Certification of Design and Construction Drawings for Advertising form (See form PS-25). The Design Certification Letter – AIP Projects (FAA) (see form PS-28) shall be used for AIP-funded projects.
- 5.3.2 Advertising for Bid: All requirements for the Contractor's participation in the project bid advertisement process, such as attendance at pre-bid meetings, will be outlined in each Task Order Request for Proposal and resulting Task Order.
- 5.3.3 Building Department Plan Review: Unless specifically outlined in the Task Order Request for Proposal, the Contractor shall include the costs associated with submitting required documents to applicable departments of the City for plan review, including the Denver Building Department and Denver Fire Department, and shall be responsible for submitting the documents and obtaining review and any required approvals. A Letter of Authorization signed by the SVP of AIM Development or the designated AIM Development representative must be sent before or with the Contractor's documents submitted to the Denver Building Department.

5.4 CONSTRUCTION ADMINISTRATION

- 5.4.1 Construction Phase Administration: All requirements for the Contractor's participation will be outlined in each Task Order Request for Proposal and Task Order. At a minimum, refer to DSM Chapter 8 for requirements.

5.5 ADDITIONAL SERVICES

- 5.5.1 Changes to the scope of work initiated by the SVP of AIM Development or the designated AIM Development representative will be issued to the Contractor via a Task Order Request for Proposal for Additional Services (see form PS-05). Initiation of

this form does not guarantee additional work acceptance, grant cost, or schedule relief.

5.5.2 Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services (see form PS-5), or duration as defined in writing by the SVP of AIM Development or the designated AIM Development representative, the Contractor shall provide a lump sum or unit price, as specified, not to exceed fee proposal that includes the following:

5.5.2.1 A narrative of the Contractor's understanding of the requested change, including all assumptions, exclusions, expenses, and breakdown of the additional scope of work to be performed by all Subcontractors.

5.5.2.2 A updated On-Call Proposal Spreadsheet (see Form PS-F) broken down by personnel pay classifications, agreed-on hourly billing rates (see Exhibit B), and hours necessary to complete the additional scope of work cost and resource loaded into the revised schedule detailed in paragraph 4.5.2.3.

5.5.2.3 A revised schedule identifying all phases of the scope of work, including all City reviews.

5.5.3 Additional Services Authorization: Approval of the Contractor's proposal will be through an executed Task Order Amendment delivered through the Unifier system. The Contractor cannot proceed on any work changes without an executed Task Order Amendment.

5.6 TASK ORDER CLOSEOUT

5.6.1 Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the DEN Project Manager.

5.6.2 Task Order Closeout Checklist: The Contractor will work with the Project Manager to address all items on the Closeout Checklist.

5.6.3 Task Order Final Payment: Final payment and Task Order closeout shall be made in accordance with the terms and conditions of General Conditions 910.

6 REFERENCED FORMS

Name
CM-81 (Task Order Summary Sheet)
PS-F for Hourly Rates of Design Professionals
PS-13 Design Change Request
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

Predesign Meeting Agenda.docx

Design Meeting Minutes.docx

Scoping Meeting Agenda.docx

Final Statement of Accounting.docx

END OF EXHIBIT

EXHIBIT K

EDI PLAN



Equity, Diversity & Inclusion

SECTION 2

3. Equity, Diversity & Inclusion Plan

Sky Blue Builders is pleased to share our Equity, Diversity and Inclusion Plan. As a small, minority-owned firm since 2007, the values of this plan is foundational to Sky Blue Builders because we know first-hand how challenging it can be to get your foot in the door with large clients. We also understand how important of a role executive leadership plays in supporting and serving the needs of our diverse employees, vendors, and partners. We work hard to create opportunities for other small businesses as we pay forward those opportunities that have been afforded to us. For these reasons, we are excited to contribute our EDI strategies and initiatives as part of DEN's Vision 100 strategy as it aligns with our own values as a company.

Since the inception of Sky Blue, our founder Mowa Haile has made it his mission to mentor small and minority firms, support underserved kids and communities, loudly encourage and support women in construction and have a diverse leadership team at Sky Blue. But it doesn't stop there. Longtime Diversity, Equity, and Inclusion educator, Verna Meyers, said: "Diversity is being asked to the party, Inclusion is being asked to dance". We understand that we must create an environment where people of all backgrounds can thrive. An environment where historically underutilized groups feel welcomed and truly invited to participate in opportunities. An inclusive company attracts talent from different backgrounds, gains perspectives and capabilities, sparks innovation and creativity, enhances team effectiveness, and better understands our customers and clients. We understand being an Inclusion Leader makes all the difference.

"We are better when everyone has a seat at the table and when we respect and listen to all viewpoints" (Phil Washington, CEO DEN)

Cultural Competence

An important component in not only EDI plans, but in the business itself, is understanding or appreciating our cultural differences. Our culture shapes the lens in which we all see the world. Culture plays such a key role in solving what on the surface appears to be only business issues and challenges and it's often overlooked. *Cultural Competency* needs to be integrated and front and center with every business. Cultural Competency

exists on two different levels:

Organizational – the business's ability to fully integrate its understanding of and appreciation for diverse cultures and backgrounds of its employees, clients, and partners into its vision, mission, culture policies and practices. Sees these differences as assets to the company.

Individual – the individual's ability to build bridges across cultural commonalities and adapt behaviors across cultural differences so as to interact well with others.

- Verna Myers

In the search for easy remedies and solutions on how to be more diverse, many businesses often forget or overlook this. From the beginning, Sky Blue Builders has incorporated the value of culture which is not only reflected on a company level, but on an individual level as well. As you will continue to read, Equity, Diversity, and Inclusion are not new themes for SBB. It is a major part of how we operate. We encourage an inclusive and engaging culture because we know we are all better when everyone has a seat at the table to tell their unique story.

A. Equity, Diversity, and Inclusion Strategies

It is not enough to have a policy in place to cover your bases. We must be mindful in the way we communicate our vision and values. Though our cultural lens, subtle differences in language, verbal and non-verbal can have a big impact on how negotiation messages are given and received with many groups.

To be sure we are constantly acting as an inclusion leader and pursuing cultural competency throughout our organization, we have an executive dedicated to strive and uphold our policies. Marcy Ybarra, EDI Corporate Director, will ensure we communicate our vision, policies, and intent to contribute to the success of our employees, small and underutilized business and communities. Our commitment includes:

Advancing our culture of inclusion and belonging by:

- Understanding the cultural lens that influences how diverse groups may perceive business
- Recognizing and appreciating differences that will bring unique perspectives and ideas to help share our organization
- Seeing diversity, equity, and inclusion as connected to our mission and critical to our success
- Communicating correctly and in meaningful ways that extend a real invitation to partners
- Consistently displaying inclusive leadership behaviors valuing all perspectives and listening to diverse points of view.

Building a diverse workforce for the future by:

- Attracting unique talent through competitive pay, training and support along with opportunities for growth and advancement
- Engaging in conscious inclusion that promotes equity
- Creating a safe and inclusive environment where employees can be their authentic self, free from discrimination, harassment and bullying.

Driving innovation and business growth by:

- Identifying and growing our network of people, programs and community partnerships to ensure our pipeline is representative of the diversity of our community.
- Encouraging employees to collaborate and make suggestions and to respect and listen to diverse opinions.
- Analyze our efforts through data to objectively assess our organization's and make adjustments as necessary.

B. Technical Assistance & Support Services

Many cultures, particularly African-American, have a strong belief that they have to perform "twice as good" as their less-diverse counterparts to be valued and recognized as a contributor. We recognize this as a real barrier for many groups for small business participation. At Sky Blue, we are committed to supporting professional growth and development opportunities to help change this narrative and help our colleagues build a team of highly valued, and reputable employees and partners. We place a great importance on participating in and implementing helpful programs and services.

Mentorship of Small Businesses

Sky Blue has grown from a four-man team in

2009 to over 36 employees working on large scale projects. It would not have been possible without the advice and help through mentorship programs. That is why we believe providing these opportunities to other businesses is so important. One program we participate in is a partnership with the Denver Chamber of Commerce where we mentor many businesses through the Mentors Walk program. This program is designed to assist small businesses in developing business plans, learning about bonding programs, assist in the M/WBE certification process and help create sustainable practices. For the past 2 years, Sky Blue been providing this assistance to True Crew Insulation, including reviewing contracts, banking and bonding relationships, and a comprehensive business plan. We are proud to have been able to include them in municipal projects like Gilpin County Public Health & Human Services, Colorado Convention Center, and Denver International Airport as our subcontractor. In addition, our leadership team is mentoring how to work at DEN, LCP Tracker, and the badging process. Our entire firm is dedicated and committed to the success of True Crew Insulation and look forward to continuing mentorships with other small businesses.

Community Engagement

Sky Blue executive leadership stays extremely active in the community through several channels. By participating in the City & County of Denver (CCD) Disparity Study and direct involvement through the Construction Empowerment Initiative (CEI), we have been able to help other small businesses by providing insights and challenges we have faced to CCD Consultants. We are active participants in organizations including Hispanic Contractors for Colorado, CDOT Industry Forum, Black Construction Group, and Denver Metro Chamber of Commerce advocating for the rights of small and disadvantaged businesses in the community. We have met with municipalities such as CCD and Denver International Airport to discuss how to bring more opportunities for small and minority businesses through SBE set-asides or On-Call Contracts, partnership opportunities with larger General Contractor's and bid packages that are geared more towards small businesses.

Workforce Development

Our employees are our biggest asset. We are proud to be a collective of skilled business professionals from all walks of life. We want our employees to

succeed so we provide our employees the tools and resources needed for growth and success. Our professional development program pays for educational classes and certifications such as DMCC Leadership Exchange, DMCC Access Program, Primavera 6 scheduling coursework, CSU Construction Management Certificate, DU Ideo Program, Emily Griffith English Course, and HR Training Programs to name a few.

We are also proud of our internal Mentorship program, where we focus on career goals and develop a direction that is tailored to best suit each individual's interest and capabilities. This guidance lays a foundation of professional goals, while developing confidence in the field that in-class education alone cannot provide. Under this program, we have had employees start as a laborer/carpenter and through proper training and guidance has graduated to Lead Foreman and Assistant Supervisor, overseeing the relocation and build-out of major projects with United and Southwest.

In the community, we are doing our part in workforce development by training underserved communities. Street Fraternity is an organization of brotherhood and professional growth for young men. By providing mentorship and training to these young men, they are learning a trade which will help impact their career future and help the construction community at large.

C. Procurement Process

In a recent focus group study for Denver International Airport regarding the disparity of contracts awarded to African American businesses, barriers and challenges for this group were identified. One such challenge was many felt there was not a real want or need for their services. The way information is communicated to African Americans is extremely critical. In the absence of a respectful invitation, they are not certain they are included. This is the notion of "Information vs. Invitation" (Street Source Marketing, BAC Focus Groups, February 2019) and is an example of how different groups see through a different lens.

As a fellow small business, we work hard to procure opportunities where can bring value and have the opportunity to invite other minority businesses to join us. Keeping in mind some

of the barriers that these businesses face, we are conscious of how we communicate with other minority owned businesses to ensure we are creating a real invitation as a partner in our projects. We will never require a prequalification form to begin the conversation, as they are often prohibiting by citing not enough experience. Sky Blue Builders consistently exceeds M/WBE and DBE goals on every bid. Our process starts with:

1. Establishing work codes as established by the Colorado Unified Certification Program and identifying firms capable of performing a specified work code. Through our extensive community involvement, we stay in the know and reach out to M/WBEs and DBEs. We also utilize outreach events, pre-bid meetings, advertising and written notices and announcements to be sure we are including as many minority businesses as possible.
2. We interview our potential partners and determine a firm's capability of performing a "Commercially Useful Function" as well as its capacity to perform the specified scope.
3. We communicate with small business partners from the very beginning of the proposal and treat them as real partners. One problem small businesses face is they feel they are not invited to the conversations around vision and planning with places them at a disadvantage. We provide all information about the plans, specifications and requirements of the contract in a timely manner and assist them in responding to the solicitation to further ensure success in utilizing M/WBE and DBE firms.
4. The bid process from our partners is transparent and in accordance with the owner directives. We conduct interviews and site visits to ensure the firms are capable and knowledgeable. Mentorship and advice are given to firms to ensure a successful bid on their behalf.
5. Once several subcontractors are identified, the Project Manager reviews each subcontractor's specified Scope of Work (SOW) and the pricing requirements for bidding the specified SOW. Informing each subcontractor about the procurement process makes sure that SOWs will be bid without overlap. This transparency enables subcontractors to further investigate cost savings in terms of local suppliers to provide more competitive pricing.
6. Prior to signing an agreement with a subcontractor, Sky Blue Builders holds a subcontractor meeting where the scope is reviewed, compared to the scope of related trades,

and the subcontractor's bid is either affirmed, or appropriately adjusted to meet the needs of the subcontract. This step allows Sky Blue Builders to ascertain subcontractor coverage of the total scope of the project and confirm that there are no overlaps or gaps in the scope.

7. We enforce prompt payment. If bid is successful, Sky Blue Builders is committed to paying all subcontractors within thirty-five (35) days for the contractor's receipt of subcontractor's invoice. In order to ensure Prompt Payment to Subcontractors, we will help assist M/WBE firms in proper reporting procedures for Certified Payroll. By clearly defining dates for reporting timelines while allowing time for internal review of proper documentation, SBB will assure accurate and proper reporting documentation is submitted to CCD for payment. This checks and balances process ensures that all documentation is void of inaccurate information and minimizes CCD rejection for non-compliance.

D. Communication and Vendor Management

The goal of our communication management plan is to develop effective service, safety, quality and working relationships that will continue after project completion. Professionalism, courtesy, and fair treatment, starting from the very beginning stage of the project creates responsive, collaborative interactions that ensures a successful project. Our communication plan consists of:

- Training our employees, partners, or vendors to align with our vision of the company to deliver quality work in a safe environment.
- Communicating regularly and frequently with the project team through weekly status meetings for updates, comments, ideas or concerns to build relationships and trust by enabling open and strong communication channels.
- Including key stakeholders/partners in key strategy sessions to establish a collaborative environment.
- Asking employees and partners to share issues or barriers they are facing
- Clearly state and have written performance expectations of duties.
- Ensure timely responses when addressing employee, partner or vendor requests or concerns.
- Resolve disputes quickly and fairly by listening to partners to find right solutions.

E. Past Performance

As a small, minority owned business, we have been fortunate to work with several large Prime companies on high-profile construction projects at DEN. From the beginning, we have held a vision for culture and diversity. We are M/WBE! We don't just meet or exceed goals. We help develop M/WBEs for long term sustainable success. Our track record on previous projects speaks for our commitment to the M/WBE community, specifically to DEN:

- Peak Newsstand Concourse A: Goal 27%, SBB 46%
- Peak Newsstand Concourse C: Goal 27%, SBB 50%
- Modern Market Concourse B: Goal 30%, SBB 67%
- DEN SBE On-Call: Goal 15%, SBB 40%

Outside of DEN, our On-Call RTD contract had a goal of 33% SBE. SBB far exceeded this goal achieving a 74% participation!

Our commitment is beyond goals. As we continue to evolve and grow our business, we are excited to extend more opportunities to underrepresented groups and candidates that share our background and values. Through our mentorship programs, recruiting practices, employee development programs, our interest is finding ways to give back to our community by forging strategic partnerships and contributing to the betterment of our community. We believe these actions show who Sky Blue Builders is and what we stand for.

F. Proposer's Culture

Corporate Social Responsibility (CSR)

"Attitude Reflects Leadership, Captain" (APA. Uakin, B. (2000). Remember the Titans. Buena Vista Pictures.) The role that executive leadership plays in supporting and serving the needs of underutilized business and communities is extremely important and sets the tone from top to bottom. It is a role that is taken very seriously by our founder Mowa, Haile. His history of the challenges he faces while immigrating from another country has taught him that we can all come across challenging times during our life and as a community, we owe it to each other to provide the support during those times. It is through this lens that he leads our employees to volunteer their time and expertise throughout their employment. Our partnerships with Goodwill, Hope Kids, Scholars Unlimited, Project Angel Heart, Denver's Donor Dash, Habitat for Humanity, and

summer internships through Denver Scholarship Foundation are just a few organizations we support. Our company commitment and participation to our CSR program is on a monthly basis, with new partnerships with organizations being constantly forged.

Current Assessment

As a M/WBE firm, our culture is deeply ingrained in the betterment of all social and economic categories. It shows firsthand in our entire company culture. Not only is 70% of our executive leadership team comprised of minorities, but over half of our total employees are from diverse backgrounds. In addition, as a certified HUBZone firm with the SBA, we have over 30% of our entire staff living in historically underutilized neighbors. We intentionally seek out unique employees and partners who bring diversity to our group by recruiting with intention and a proper invitation to underutilized communities.

Our diversity of our team is promoted through our equity, diversity and inclusion hiring and recruitment process. For over 10 years, we have recruited employees from college and even high school students into the construction industry. In 2011, we started an intern program that included two interns - one from a larger GC and another from Warren's Village Program. This led to our internship program to grow as we then partnered with CareerWise, Denver Scholarship Foundation as well as other organizations that target historically underutilized communities as well as specific disadvantaged communities. Through the Goodwill program we have hired interns to professionally grow and develop students by engaging them in all aspects of our business. Modassar Nazir, was an intern through the Goodwill Program. He gained experience in estimating, business development and even in project engineering. Through his exposure and knowledge acquired at Sky Blue Builders, Mr. Nazir went on to his current role as Senior Manager at Stolle Machinery Company. Our love for construction and for our community is exhibited by the success of our interns. Whether they moved on to become electrical engineers, Project Managers or even Business Owners we are proud of the work they have accomplished.

G. Future Initiatives

Our vision for Sky Blue Builders continues to

be an advocate for small disadvantaged business in Denver and to promote, support and create opportunities for other small businesses. We will be active with local municipalities and organizations to further this mission. Through active involvement on legislative measures in the Colorado Legislature as well as active involvement in committees (i.e. Hispanic Contractors of Colorado Legislative Committee) we will contribute to the knowledge and insight of the challenges faced by small disadvantaged business in the construction industry. Currently, we are working on finding a solution to the work force issue in Denver. Through the Contractor Academy, we teach classes and help create curriculum for those interested in the construction field. We are exploring the creation of an incubator space within our organization to be able to mentor more small businesses. This can include coworking space within our office and access to all of our executive leadership - from the CEO, attorneys, accountants, project managers, marketing people, etc. to help assist them in growing their business. We understand the challenges and problems faced by a growing company so we wanted to create a supportive environment for them to grow and flourish.

Finally, because diversity, equity, and inclusion is all about accountability, we will continue to review our policies and make adjustments as necessary. We will ask for feedback from employees and partners about what diversity and inclusion means to them through interviews and surveys. We will compile and use historical data with regard to representation, recruitment, turnover, and employee engagement to measure effectiveness of our strategies and plan. We will measure, review and retry to be sure we are living up to our goals and doing our part to help our communities.

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,

Sky Blue Builders LLC

is a

Limited Liability Company

formed or registered on 01/29/2007 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 20071048620 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/16/2023 that have been posted, and by documents delivered to this office electronically through 02/17/2023 @ 09:09:47 .

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 02/17/2023 @ 09:09:47 in accordance with applicable law. This certificate is assigned Confirmation Number 14707546 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's 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."