

PRECONSTRUCTION SERVICES AGREEMENT

THIS PRECONSTRUCTION SERVICES AGREEMENT (“Agreement”) 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 **PCL CONSTRUCTION SERVICES, INC.**, a Colorado corporation authorized to do business in the State of Colorado (“**Contractor**”) (collectively the “**Parties**”).

RECITALS

WHEREAS, the City owns, operates, and maintains Denver International Airport (“**DEN**”); and

WHEREAS, the City intends to undertake Phase 2 of the Physical Access Control System Project (the “**Project**”) at DEN; and

WHEREAS, the City desires to engage a qualified and experienced contractor to expeditiously perform preconstruction services for the Project, including and without limitation, scheduling, cost estimating, constructability review, value engineering, construction packaging and sequencing, subcontractor canvassing and all other preconstruction services necessary to complete a satisfactory final design and construction pricing for the Project; and

WHEREAS, in addition to performing preconstruction services, the City desires the Contractor to deliver to the City a guaranteed maximum price proposal (“**GMP Proposal**”) and fixed Project completion schedule proposal (the “**Performance Period**” or “**Schedule**”) which is intended to form the basis for future contract(s) for construction services and other work required to complete the Project for a guaranteed maximum price (“**GMP**”);

WHEREAS, Pursuant to Section 20-56 of the Denver Revised Municipal Code (“**D.R.M.C.**”), the City has undertaken a competitive process to solicit and receive proposals for such services and advertised this opportunity for at least three (3) consecutive days; and

WHEREAS, the City has selected Contractor as the first ranked proposer to perform such services for the City based on Contractor’s Proposal responding to the City’s Invitation to Bid dated August 11, 2021 and attached hereto as *Exhibit E* (“**Invitation to Bid and Contractor’s Response**”); and

WHEREAS, the City and Contractor now wish to enter into this Agreement to provide preconstruction services. The City may, in its sole discretion, elect to enter into a Construction Manager/General Contractor (“**CM/GC**”) contract (“**CM/GC Construction Contract**”) with Contractor at a later date to complete the construction phase of this Project; and

WHEREAS, Contractor is qualified, willing, and able to perform the services, as set forth in this Agreement in a timely, efficient, and economical manner; and

WHEREAS, Contractor will perform all such services as an independent contractor; and

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. LINE OF AUTHORITY. The Chief Executive Officer of the Department of Aviation (the “**CEO**”), his/her designee or successor in function, authorizes and directs work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Airport Infrastructure Management Division. The relevant Senior Vice President (the “**SVP**”), or his/her designee (the “**Director**”), will designate a Project Manager to coordinate activities under this Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager directions.

2. SCOPE OF WORK, PROJECT DESCRIPTION, AND CONTRACTOR RESPONSIBILITIES.

A. Scope of Services. Contractor shall provide professional services and provide deliverables for the City as designated by the CEO, and/or her designee, from time to time and as described in the attached *Exhibit A* (“**Scope of Work**”) and in accordance with schedules and budgets set by the City. The City may make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

B. Project Description.

i. The Project includes the preconstruction services to enable the replacement of the existing physical access control system at DEN (the “**PACS**”). This replacement includes physical elements of the system, such as card readers and associated infrastructure, and associated software. As stated in the Scope of Work, the preconstruction services are inclusive of but are not limited to, assisting the existing design team to complete construction design documents to 100%, soliciting a variable hardware/software provider, providing estimates and schedule services, value engineering, and advising on construction feasibility and alternate solutions of the final 100% design.

ii. The “**Project Site**”, “**Site**” and “**Limits of Construction for the Project**” are: all of the existing DEN-operated PACS on DEN property and the facilities or relevant portions thereof that house such systems. The PACS includes but is not limited to the physical elements of the system, such as card readers and associated infrastructure, and associated software.

iii. From time to time, as approved by DEN in writing and as part of its Scope of Work, Contractor may be required to perform investigative work, small demolition/patch work, or other minor similar work in order to allow the Contractor to further refine their approach to the GMP. In performing such work, the Contractor is responsible for all cutting, fitting and patching that may be required to complete it and to return the location of the work as closed as possible to its original condition. Contractor shall perform its work in a good and workmanlike manner consistent with any existing plans and specifications, including as-built plans from previous work, that exist for the location of the work.

C. Delivery Method. The City has elected to utilize a CM/GC project delivery method for the construction phase of this Project. Contractor is familiar with this approach and understands that the CM/GC method is a specialized and rigorous delivery approach requiring maximum cooperation between all parties. As a consequence of the delivery approach, Contractor acknowledges and accepts the following: (1) that the complete services to be rendered by the Contractor, the organizational and process inter-relationships governing construction and the cost, schedule and sequencing of construction may not yet have fully been defined; (2) that portions of the Project could have design completed as separate packages and could be under construction before other portions of the Project are fully designed; and (3) that Contractor's continuing performance on this Project and/or Phase 3 of the Project is contingent upon the Contractor formulating, as the Project design progresses, and submitting an acceptable GMP Proposal and Performance Period proposal for the complete construction of the Project.

D. Standard of Performance.

i. Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

ii. Contractor's members shall include adequate personnel qualified and experienced in the construction of facilities similar to the Project in time constraints, complexity, and cost.

iii. The City has a separate agreement with a design consultant to design the Project and to provide limited design support during the construction phase ("**Design Consultant**"). The relationship between the Contractor and the Design Consultant is intended to be cooperative and proactive, both participating on the same team with the City.

iv. In performing all work under this Agreement, Contractor shall fully coordinate and integrate all services and design deliverables with related work being performed by Design Consultant, other contractors, Design Consultant's sub-contractors, the City, the City's consultants, related suppliers and subcontractors of any tier, and, at the City's request, other adjacent projects at DEN.

v. Contractor shall cooperate and coordinate fully with the City and Design Consultant in the design aspects of the Project to keep within the City's financial and time limitations.

vi. Contractor, the City, and Design Consultant (the "**Construction Team**") shall cooperate and coordinate to complete the design and provide preconstruction services. Contractor shall provide leadership to the Construction Team on matters relating to construction.

vii. Contractor shall thoroughly review and will become fully familiar with the Project's Scope of Work, requirements, and constraints, including: (1) the

goals and objectives of the Project; (2) DEN needs and requirements; (3) Design Consultant's work effort to date, agreement, and any referenced documents; (4) the schematic design drawings and specifications and any associated information or materials; (5) the Project Site, local conditions, and all related limitations and constraints; (6) the budget limitations and scheduling constraints; and (7) the Standard Specifications for Construction General Contract Conditions (2011 Edition) (the "**Yellow Book**") ("**General Conditions**"), the Table of Contents of which is attached as *Exhibit G*.

viii. Contractor accepts and affirmatively states that the Project, as expressed by the Project scope, requirements, and constraints at the time of execution of this Agreement, is a reasonable and constructible conceptual Project, incorporating a reasonable and workable delivery approach and schedule. Contractor shall immediately notify the City in the event the Project, as developed during the preconstruction portion of the Project, is not reasonable or constructible, given the schedule, budget, and/or other Project requirements.

E. Communication.

i. Except for those notices that must be directed to the CEO, all written communication by Contractor to or with the City shall be forwarded through the Project Manager. In addition, all communication regarding this Project from the City to or with Contractor shall be forwarded through the Project Manager. All written communication related to this Project between Contractor and Design Consultant, other City representatives, DEN personnel, City consultants, or any governmental entity or third party will require that copies or notice thereof will be provided by Contractor to the Project Manager.

ii. Contractor shall, as a continuing work item under this Agreement, facilitate communications regarding its performance hereunder between the City, the Project Manager, and other City consultants and any affiliated entities. Contractor shall document all Contractor conducted meetings and work sessions and distribute minutes or notes of such meetings to the Project Manager, in a format approved by the Project Manager within five (5) business days of such meeting(s) and work session(s).

F. Time is of the Essence. Contractor acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Contractor shall perform all work under this Agreement in a timely and diligent manner.

G. Subcontractors.

i. In order to retain, hire, and/or contract with an outside subcontractor for work under this Agreement, Contractor must obtain the prior written consent of the CEO or the CEO's designee. Contractor shall request the CEO's approval in writing and shall include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractor, and any other information requested by the City.

ii. The CEO shall have the right to reject any proposed outside

subcontractor deemed by the CEO to be unqualified or unsuitable for any reason to perform the proposed services. The CEO shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them.

iii. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.

iv. Contractor is subject to Denver Revised Municipal Code (“**D.R.M.C.**”) § 20-112, wherein Contractor shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118).

v. This Section, or any other provision of this Agreement, shall not create any contractual relationship between the City and any subcontractor. The City’s approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City’s approval of a subcontractor does not relieve Contractor of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

H. Personnel Assignments.

i. Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement to perform work under this Agreement (“**Key Personnel**”). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the SVP or his/her authorized representative.

ii. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Contractor and its subcontractor(s) shall retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

iii. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Contractor or its subcontractor(s), is not acceptable or that any Key Personnel is no longer needed for performance of any work under this Agreement, the Project Manager shall notify Contractor and may give Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the Key Personnel, as applicable.

iv. If Contractor fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Contractor that such Key Personnel or other personnel will not be retained on this

Project. Within ten (10) days of receiving this notice, Contractor shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Contractor's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with this Agreement.

3. OWNERSHIP AND DELIVERABLES. After the execution of this Agreement and 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 Agreement on or before the day of payment shall become the sole property of the City. The Parties shall maintain sole ownership of intellectual property rights, know-how, and methods contained in the records, data, deliverables, and any other work product or instruments of service ("Pre-existing Intellectual Property") that were created before the date of this Agreement as well as any improvements or additions they may make to such Pre-existing Intellectual Property rights during the term of this Agreement. 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 Agreement. 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 Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the Scope of Work, for up to three (3) years after termination of this Agreement. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Article within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION.

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire one (1) year from the Effective Date (the "**Term**", and the last date of the Term being the "**Expiration Date**"), unless terminated in accordance with the terms stated herein.

B. If the Term expires prior to Contractor completing the work under this Agreement, subject to the prior written approval of the CEO or his/her authorized representative, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Contractor has no right to compensation for services performed after the Expiration Date without such express approval from the CEO or his/her authorized representative.

C. Suspension and Termination.

i. Suspension. The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the Director, Contractor shall stop work as directed in the notice and, as directed in the notice, shall submit an invoice for any work performed but not yet billed. Any milestones or other deadlines shall be extended by the period of suspension unless otherwise agreed to by the City and Contractor. The Expiration Date shall not be extended as

a result of a suspension.

ii. Termination for Convenience. The City may terminate this Agreement at any time without cause upon written notice to Contractor from the Director.

iii. Termination for Cause. In the event Contractor fails to perform any material provision of this Agreement, the City may either:

a. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

b. If the Contractor fails to timely commence the cure pursuant to Section 4(C)(iv), then the City may Terminate this Agreement for cause.

iv. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 4(C)(iii)(a) of this Article, Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Section 4(C)(iii)(b) of this Agreement.

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO or his/her authorized representative prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the termination process or as provided herein.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement, Contractor may request reimbursement from the City of the reasonable actual costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). Except for reasonable, actual termination costs, the City shall not be liable for any costs incurred by Contractor after the effective date of termination. Such non-recoverable costs shall include, but are not limited to anticipated profits, post-termination employee salaries, post-termination administrative expenses, or any other damages, costs or expenses which are not authorized under this Section. Upon termination, Contractor may submit a final invoice to the City for the amount reflecting the compensation actually due and owing for Contractor performance prior to the effective date of termination and for which Contractor has not previously been compensated. In no event shall the total sums paid by the City pursuant to this Agreement, including under this Section, exceed the Maximum Contract Amount.

vii. No Claims. Upon termination of this Agreement, Contractor shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

D. Remedies. In the event Contractor performs services under this Agreement in violation of any provision herein, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies to no amend or limit the requirements of Section 8 (Defense and Indemnity) and Section 9 (Disputes) of this Agreement.

5. COMPENSATION AND PAYMENT.

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Seven Hundred Forty-Nine Thousand Nine Hundred and Twelve Dollars and Zero Cents (\$749,912.00)** ("Maximum Contract Amount"). Contractor shall perform the services on the actual hours and costs expended by Contractor up to the Maximum Contract Amount.

B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies encumbered for the purposes of this Agreement. Contractor acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

C. Payment Source. For payments required under this Agreement, the City shall make payments to Contractor solely from funds of the Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

D. Basis for Contractor's Fee. Contractor's preconstruction services proposal is based on an independent cost study of the cost of completing the Project's Scope of Work, which are attached as **Exhibit B ("Rates")**.

E. Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay Contractor's fees and expenses attributable to the Work completed during the month and included on the Invoice in accordance with this Agreement. Unless otherwise agreed to in writing, Contractor shall invoice the City on a monthly basis in arrears and the City shall pay each invoice in accordance with Denver's Prompt Payment Ordinance, D.R.M.C. § 20-107, *et seq.*, subject to the Maximum Contract Amount.

F. Invoices. On or before the tenth (10th) day of each month, Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City (“**Invoice**”). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement and:

i. Include an executive summary and status report(s) that describe the progress of the completed services according to the applicable sections of the Scope of Work, and summarize the work completed during the period covered by the Invoice;

ii. Include a statement of recorded hours that are billed at an hourly rate;

iii. Include the relevant purchase order (“PO”) number related to the Invoice;

iv. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;

v. For only those budget line items in the Contract clearly defined as reimbursable costs; as these costs are 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;

vi. Include the signature of an authorized officer of Contractor, along with such officer's certification they have examined the Invoice and found it to be correct;

vii. Submit a draft copy of each Invoice via Unifier for review by the Project Manager, and upon approval of the draft Invoice;

viii. Submit each Invoice via email to ContractAdminInvoices@flydenver.com;

ix. Late Fees. Contractor 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; and

x. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor's engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the Director or his/her authorized representative. Unless otherwise agreed to in writing, prior written approval will be provided via a Travel Preauthorization Form submitted by the Contractor to the DEN Project Manager.

G. Timesheets. Contractor shall maintain all timesheets kept or created in relation to the services performed under this Agreement. The City may examine such timesheets upon the City's request.

H. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final invoice resulting from a Termination of this Agreement, where the SVP or his/her authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 9 herein.

I. Carry Over. If Contractor's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Contractor if the CEO or his/her authorized representative determines such fees are reasonable and appropriate and provides written approval of the expenditure.

J. Construction Budget. Upon successful completion of preconstruction services under this Agreement, the City may in its sole discretion elect to execute a CM/GC Construction Contract with Contractor, a sample of which is attached hereto as *Exhibit D*. Contractor acknowledges that there are limited funds available to design and construct the Project. The City's estimated construction budget for this Project is **Fifty Million Dollars and Zero Cents (\$50,000,000.00)** (the "**Project Construction Budget**") and is subject to increase or decrease at the sole discretion of the City, prior to establishing a GMP for the construction services phase of the Project. Nothing in this Agreement guarantees or requires the City to accept Contractor's GMP Proposal and/or to enter into a CM/GC Construction Contract with Contractor for this Project or any other opportunity at DEN. Further, the Parties agree that the reference to the amount of the Project Construction Budget in this Section is for reference only and the said amount shall not act as a constraint on the Contractor's GMP Proposal or any other performance of the Contractor under this Agreement.

6. MWBE, WAGES, AND PROMPT PAYMENT.

A. Minority/Women-Owned Business Enterprise.

i. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C., designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**"), and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity ("**DSBO**") is fifteen percent (15%). Contractor shall comply the Equity, Diversity and Inclusion Plan attached as *Exhibit F* ("**EDI Plan**") and as it may be modified in the future by DSBO. Unless a separate Utilization Plan is required by DSBO, the EDI Plan shall constitute the Utilization Plan required by D.R.M.C. § 28-63.

ii. Under § 28-68, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a

minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the Scope of Work affecting MWBEs performing on this Agreement through contract amendment, or other contract modifications under § 28-70, D.R.M.C. The Contractor acknowledges that:

a. Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the EDI Plan and achieving the MWBE participation goal. The EDI Plan is subject to modification by DSBO.

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

c. If amendments or other contract modifications are issued under the Agreement that include an increase in the Scope of Work of this Agreement, which increases the dollar value of the Agreement, whether or not such change is within the Scope of Work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be immediately submitted to DSBO for notification purposes.

d. Those amendments or other modifications that involve a changed Scope of Work that cannot be performed by existing project subconsultants are subject to the original goal. Contractor shall satisfy the goal with respect to such changed Scope of Work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. Contractor must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. Contractor shall supply to the DSBO Director all required documentation described in §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the Agreement.

e. Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.

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

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

B. Prevailing Wage. To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, §§ 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City

owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement.

i. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

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

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

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

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

i. 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 Agreement is otherwise fully

performed by the Contractor. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Contractor's compensation because of penalty, liquidated damages or other sums withheld from payments to contractor(s).

ii. **Contractor Prompt Pay of MWBE Subcontractors.** For contracts of one million dollars (\$1,000,000.00) and over to which § 28-135, D.R.M.C. applies, Contractor is required to comply with the Prompt Payment provisions under § 28-135, D.R.M.C., with regard to payments by Contractor to MWBE subcontractors. Contractor shall make payment by no later than thirty-five (35) days from receipt by Contractor of the subcontractor's invoice.

7. 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 Agreement, including any extensions of the Agreement or other extended period stipulations stated in *Exhibit C*. All certificates of insurance and any required endorsements must be received and approved by DEN Risk Management before any airport access or work commences.

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

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

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

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 Agreement by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement 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 Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

8. DEFENSE AND INDEMNIFICATION.

A. 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 relating to the work performed under this Agreement (“**Claims**”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

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

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

9. DISPUTES. All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to either Party's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

10. GENERAL TERMS AND CONDITIONS.

A. Status of Contractor. Parties agree that the status of Contractor shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the “**City Charter**”). It is not intended, nor shall it be construed, that Contractor or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

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

C. Compliance with all Laws and Regulations. Contractor and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States, the State of Colorado and with the City Charter, ordinances, and rules and regulations of the City.

D. Compliance with Patent, Trademark and Copyright Laws.

i. Contractor agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure which is protected, Contractor shall disclose such patents, trademarks and copyrights in such documents.

ii. Pursuant to Article VIII, Contractor shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

E. Notices.

i. Notices of Termination. Notices concerning termination of this Agreement, shall be made as follows:

by Contractor to:

Chief Executive Officer
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 9th Floor

Denver, Colorado 80249-6340

And by the City to:

Attn: Ryan Schmidt
PCL CONSTRUCTION SERVICES, INC.
2000 S Colorado Blvd, Suite 2-500
Denver, Colorado, 80222

ii. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested, or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in this Subsection.

iii. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used for work-related communications and transmittals at the City's direction.

F. Rights and Remedies Not Waived. In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Contractor. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

G. No Third-Party Beneficiaries. The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

H. Governing Law. This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

I. Bond Ordinances. This Agreement is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

J. Venue. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

K. Cooperation with Other Contractors.

i. The City may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors. The City, in its sole discretion, may direct Contractor to coordinate its work under this Agreement with one or more such contractors.

ii. Contractor shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

L. Inurement. The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

M. Force Majeure. The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

N. Coordination and Liaison. Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the SVP or his/her authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

O. No Authority to Bind City to Contracts. Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

P. Information Furnished by the City. The City will furnish to Contractor information concerning matters that may be necessary or useful in connection with the work to be performed by Contractor under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Contractor understands and acknowledges that the information provided by the City to Contractor may contain unintended inaccuracies. Contractor shall be responsible for the verification of the information provided to Contractor.

Q. Taxes and Costs. Contractor shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

R. Environmental Requirements. Contractor, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

i. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.* (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 *et seq.* (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

ii. Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.

iii. Contractor agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Contractor agrees to evaluate methods to reduce the generation and disposal of waste materials.

iv. In the case of a release, spill or leak of Hazardous Materials brought to the site by the Contractor as a result of Contractor's activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material.

11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS.

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

B. Non-Discrimination Policy. In connection with the performance of services under this Agreement, Contractor shall not refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Contractor further agrees to insert this provision in all subcontracts hereunder.

C. Advertising and Public Disclosures. Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Director or his/her authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the Director in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

i. 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 Agreement 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.

ii. 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

E. Examination of Records and Audits.

i. 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 Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, 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.

ii. Additionally, Contractor agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO or his or her representative, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Contract, including communications or correspondence related to 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.

iii. In the event the City receives federal funds to be used toward the services performed under this Agreement, 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.

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order 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 barring Contractor from City facilities or participating in City operations.

G. City Smoking Policy. Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

H. Conflict of Interest.

i. Contractor and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

ii. Contractor represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work of Contractor or which might give Contractor an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Contractor agrees it will comply with that mitigation plan.

iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist, Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

iv. Contractor has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work the Contractor is performing or anticipates performing for other entities on the same or interrelated project or tasks. Contractor must disclose, in writing, any corporate transactions involving other companies that Contractor knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Contractor fails to disclose in writing actual or potential conflicts, the City may terminate the Agreement for cause or for its convenience.

I. City Information. Contractor understands and agrees that, in performance of this Agreement, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would to protect its own proprietary data.

J. Survival of Certain Contract Provisions. All terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the termination of

this Agreement (by expiration of the term or otherwise), shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the general applicability of the foregoing, Contractor's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

K. Severability. If any provision, term, or part of this Agreement, except for the provisions of this Agreement requiring prior appropriation and limiting the total amount to be paid by the City, is held to be invalid, illegal, unenforceable, or in conflict with any law of the State of Colorado, the validity, legality, and enforceability of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

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

13. 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.F.R. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Contractor. The fee/fine will be deducted from the invoice at time of billing

14. FEDERAL RIGHTS. This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of

federal funds for the extension, expansion or development of the Denver Municipal Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in *Appendix 1*.

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE.

A. Attachments. This Agreement consists of Section 1 through 16 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix 1: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Sample CM/GC Construction Contract
- Exhibit E: Request for Proposals and Contractor’s Response to Request for Proposal and Forms
- Exhibit F: EDI Plan
- Exhibit G: Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of Contents attached as Exhibit G)

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 16 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendix 1 Federal Assurances
- Section 1 through 16 hereof
- Exhibit A Scope of Work
- Exhibit C Insurance Requirements
- Exhibit B Rates
- Exhibit F EDI Plan
- Exhibit E Request for Proposals and Contractor’s Response to Request for Proposal and Forms
- Exhibit D Sample CM/GC Construction Contract

Exhibit G is included for reference only and is not included in the Order of Precedence and does not apply to work performed pursuant to this Preconstruction Services Agreement. As specified in the Sample CM/GC Construction Contract, the Yellow Book will be an exhibit to the CM/GC Construction Contract.

16. CITY EXECUTION OF AGREEMENT.

A. City Execution. This Agreement 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 Agreement 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.

B. Electronic Signatures and Electronic Records. The Agreement, 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 Agreement 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 Agreement 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-201952747-00
Contractor Name: PCL CONSTRUCTION SERVICES, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

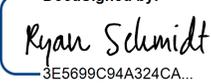
By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-201952747-00
PCL CONSTRUCTION SERVICES, INC.

DocuSigned by:

3E5699C94A324CA...
By: _____

Ryan Schmidt
Name: _____
(please print)
District Manager
Title: _____
(please print)

ATTEST: [if required]

DocuSigned by:

E03F80A8054F480...
By: _____

David Clarke
Name: _____
(please print)
Assistant Secretary
Title: _____
(please print)

Appendix No. 1

Standard Federal Provisions

GENERAL CIVIL RIGHTS PROVISIONS

The Consultant 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 Consultant 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.

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).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Consultant is responsible for complying with the Federal Fair Labor Standards Act and for monitoring compliance by its subcontractors. Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant 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). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT A

SCOPE OF WORK

PRECONSTRUCTION MANAGER SERVICES FOR DENVER INTERNATIONAL AIRPORT PHYSICAL ACCESS CONTROL SYSTEM REPLACEMENT

The scope of this project involves the preconstruction services to enable the replacement of the existing physical access control system (PACS) for all of DEN. This replacement includes physical elements of the system, such as card readers and associated infrastructure, plus associated software. Phase 1 of this effort has already been completed and involved the development of 60% design development documents.

For Phase 2 of the Project, Contractor shall provide management services to oversee further planning, which will include Contractor working closely with the existing design team to cooperatively complete construction design development documents to 100%, soliciting a versatile hardware/software provider, providing a GMP Estimate and schedule services, value engineering, and advising on construction feasibility and alternate solutions of the final 100% construction design documents. Contractor shall submit to the City a GMP Proposal pursuant to this Scope of Work, the Agreement, and the direction of the City.

Preconstruction services of the Contractor shall include the following:

1. Advise, assist, and provide recommendations on the planning and design of the work to DEN. Provide a thorough constructability review of the design documents.
2. Develop and propose a GMP Proposal and fixed project completion schedule proposal, in which preconstruction services shall be completed no later than the target date of **1st Quarter 2024**. The schedule is imperative to the project's success.
3. Advise DEN on design concepts and project design and a bid package schedule to facilitate or accelerate the project completion schedule. Further, assist in establishing an ideal date to potentially execute a negotiated CM/CG contract with the City.
4. Provide information, budgets, schemes, and advice. Such advice will influence decisions on construction phasing, temporary facilities, and temporary access routes and detours with the goal of minimizing disruption to the public, tenants, and airport operations. Included in this effort is the preliminary design of temporary structures, traffic control measures, and wayfinding signage. Detailed and finalized plans shall be a part of Phase III scope of work.
5. Develop information and advise regarding value engineering decisions. Provide information on construction materials, methods, systems, phasing, and costs to assist in determinations aimed at providing DEN with the highest quality facility within the project budget.
6. Provide input to DEN regarding current construction industry practices, labor market,

and material availability.

7. Review in-progress design documents and provide advice with respect to completeness, clarity, construction feasibility, alternative materials/methods, and long-lead material procurements.
8. Recommend a bid package strategy that identifies the division of the work to facilitate bidding and award of trade contracts, considering such factors as the sequence of construction, minimizing disruption of existing facilities, improving or accelerating construction completion, and other related issues. Provide a proposed bidding and subcontracting award schedule. This shall include pre-purchasing and expediting recommendations for long-lead materials in order to meet necessary delivery dates and avoid construction delays. The bid package strategy shall also include process for acquiring small business participation.
9. Recommend a procurement strategy for the access control system subcontractor that will integrate the access control system installation into the construction of the entire project. Under the preconstruction services contract, if the schedule allows, the access control system subcontractor shall work with DEN on the final design documents, including coordination of equipment that will be provided, construction phasing, start up, and commissioning of the new system while maintaining existing operations. DEN and the design team will provide input on the CM's final selection of the access control system subcontractor.
10. Continuously monitor the project schedule and recommend adjustments in the design documents or construction bid package to ensure completion of the project within the approved construction schedule, consistent with the need to minimize disruptions to tenants, the public, and airport operations.
11. Develop a schedule of values that breaks down the construction work activities into easily defined values for invoicing purposes.
12. Cost Management: Prepare construction cost estimate for the project throughout the design phases of the work. This may include assisting with DEN reviews of cost reports as work progresses.
 - a. Initially, assist DEN in reviewing the schematic design information. Preparation of schematic design documents for the project will be 60% complete at the time the CM is awarded the preconstruction services contract.
 - b. Develop a construction cost estimate when the design development documents have reached 90 percent completion. Identify all allowances remaining in the estimate and define the assumptions in the allowances. Identify differences, if any, between the most recent estimate and the previous version. If the estimate exceeds the construction budget, make quantitative recommendations to DEN to reduce the estimated costs to stay within the budget.

- c. As the design progresses through the construction drawing phases, continue to review the cost jointly with DEN, with the objective of maintaining the cost estimate within the budget by exploring alternatives and options.
13. Prepare a preliminary construction schedule for monitoring progress and managing the work.
14. Construction Management Plan:
 - a. In coordination with stakeholders, develop and submit a preliminary Construction Management Plan.
 - b. Develop preliminary temporary facilities setup plan, to be finalized during Phase III.
 - c. Preliminary design of temporary structures.
 - d. Establish preliminary traffic control measures.
15. Work with DEN to establish procedures for expediting and processing all shop drawings and other submittals, requests for information (RFIs), and other documents.
16. Any construction work prior to Notice to Proceed under the negotiated construction agreement will be done under a separate contract independent of this preconstruction services contract.

EXHIBIT B

RATES



EXHIBIT B

| | |
|-----------------------------|--|
| Prime Consultant | PCL Construction Services, Inc. |
| DEN Contract Number | 201952747 |
| DEN Contract Name | Physical Accesss Control System - Phase II |
| Project Name | Physical Accesss Control System - Phase II |
| Project Number | 201952747 |
| MWBE / SBE Contractual Goal | 15% |

Prime Consultant and Sub-Consultants Listings

| | Company Name | Prime / Sub-contractor | MWBE / SBE Goal % |
|----|---------------------------------|------------------------|-------------------|
| 1 | PCL Construction Services, Inc. | Prime | 0% |
| 2 | Birdi Systems, Inc. | Sub-Contractor | TBD |
| 3 | ServiTech, Inc. | Sub-Contractor | TBD |
| 4 | Select Building Group | Sub-Contractor | TBD |
| 5 | Zann & Associates | Sub-Contractor | TBD |
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EXHIBIT B

| | |
|-----------------------------|--|
| Prime Consultant | PCL Construction Services, Inc. |
| DEN Contract Number | 201952747 |
| DEN Contract Name | Physical Accesss Control System - Phase II |
| Project Name | Physical Accesss Control System - Phase II |
| Project Number | 201952747 |
| MWBE / SBE Contractual Goal | 15% |

Core Staff Rates

These rates are only valid through the end of 2023.

| | Company Name | Prime / Sub-Contractor | Name | Position | Fully Burdened Rate |
|----|---------------------------------|------------------------|----------------------|---|---------------------|
| 1 | PCL Construction Services, Inc. | Prime | Steve Kovach | Senior Construction Manager | \$ 220.00 |
| 2 | PCL Construction Services, Inc. | Prime | Scott Pandy | Resident Construction Manager 2 | \$ 185.00 |
| 3 | PCL Construction Services, Inc. | Prime | Piotr Niemkiewicz | Senior Project Manager | \$ 151.00 |
| 4 | PCL Construction Services, Inc. | Prime | Doug Setmeyer | Field Superintendent / QC | \$ 152.00 |
| 5 | PCL Construction Services, Inc. | Prime | Kristian Llave | Estimator | \$ 110.00 |
| 6 | PCL Construction Services, Inc. | Prime | TBD | Project Manager | \$ 132.00 |
| 7 | PCL Construction Services, Inc. | Prime | TBD | Project Engineer | \$ 102.00 |
| 8 | PCL Construction Services, Inc. | Prime | Tracy McFadden | Project Accountant | \$ 103.00 |
| 9 | Birdi Systems, Inc. | Sub-Contractor | Moninder Birdi | Principal, Quality Assurance | \$ 249.00 |
| 10 | Birdi Systems, Inc. | Sub-Contractor | Garry Wood | Technology Director | \$ 207.00 |
| 11 | Birdi Systems, Inc. | Sub-Contractor | Robert Goebel | Estimator III - Security Systems | \$ 173.00 |
| 12 | Birdi Systems, Inc. | Sub-Contractor | Travis Johnson | Estimator II - Security Systems | \$ 80.00 |
| 13 | Birdi Systems, Inc. | Sub-Contractor | Vitaly Tembел | Lead, PACS Design Engineer | \$ 180.00 |
| 14 | Birdi Systems, Inc. | Sub-Contractor | Slava Khusid | PACS Systems Integration Engineer | \$ 235.00 |
| 15 | Birdi Systems, Inc. | Sub-Contractor | Sarmad Alalwan | Sr. Network Engineer | \$ 198.00 |
| 16 | Birdi Systems, Inc. | Sub-Contractor | Bill Neuner | Sr. Systems Infrastructure Engineer | \$ 168.00 |
| 17 | Birdi Systems, Inc. | Sub-Contractor | Jose Rodriquez | CADD, BIM, Revit Technician | \$ 88.00 |
| 18 | Birdi Systems, Inc. | Sub-Contractor | Anmol Nagpal | Lead, PACS Software Technology Engineer | \$ 177.00 |
| 19 | Birdi Systems, Inc. | Sub-Contractor | Ivan Khong | Sr. PACS Interface Engineer | \$ 157.00 |
| 20 | Birdi Systems, Inc. | Sub-Contractor | Akash Parekh | PACS Database Engineer | \$ 96.00 |
| 21 | Birdi Systems, Inc. | Sub-Contractor | Luan Parekh | PACS Software Application Engineer | \$ 82.00 |
| 22 | Birdi Systems, Inc. | Sub-Contractor | LaPonda Fitchpatrick | Security & Law Enforcement Liaison | \$ 207.00 |
| 23 | Birdi Systems, Inc. | Sub-Contractor | Dexter Tran | Sr. Field PACS Technician | \$ 125.00 |
| 24 | Birdi Systems, Inc. | Sub-Contractor | Dave Garcia | Field Systems Engineer | \$ 83.00 |
| 25 | Birdi Systems, Inc. | Sub-Contractor | Farris Hamza | Systems Engineer II | \$ 101.00 |
| 26 | ServiTech, Inc. | Sub-Contractor | John Spencer | Engineer VIII | \$ 110.00 |
| 27 | ServiTech, Inc. | Sub-Contractor | Robert Kimber | Party Chief | \$ 95.00 |
| 28 | ServiTech, Inc. | Sub-Contractor | Wayne Calderone | Engineer Technican IV | \$ 95.00 |
| 29 | ServiTech, Inc. | Sub-Contractor | TJ Brown | Engineer Technican II | \$ 80.00 |
| 30 | ServiTech, Inc. | Sub-Contractor | Ryan Hager | Engineer Technican II | \$ 80.00 |
| 31 | Select Building Group | Sub-Contractor | Seth Hafersat | Quality-Control Engineer | \$ 126.00 |
| 32 | Select Building Group | Sub-Contractor | Nick Cox | Field Superintendent | \$ 150.00 |
| 33 | Zann & Associates | Sub-Contractor | Suzanne Arkle | MWBE Consultant | \$ 200.00 |



CONSTRUCTION

DEN Physical Access Control System – Phase II Preconstruction Services Proposal – Revision 03

October 25, 2022

PCL Construction Services, Inc. (PCL) is pleased to submit this lump sum Preconstruction Services Proposal – Revision 03 for the DEN Physical Access Control System – Phase II project. Pursuant meetings between DEN and PCL in recent weeks regarding the availability of funding for Phase II preconstruction services, we propose the following revised scope of services associated with Phase II that we feel are critical to the successful outcome of the PAC's system retrofit program.

RFP Documents

- | | |
|---|----------------|
| 1. Request for Proposal – DEN PACS Phase II – No. 201952747 | dated 08/11/21 |
| 2. Addendum #1 | dated 08/27/21 |
| 3. Addendum #2 | dated 09/16/21 |
| 4. Addendum #3 | dated 09/27/21 |

Preconstruction Documents

- | | |
|---|---------------------------|
| 1. 60% DD Drawings: Volume 00 – Door Rough-in Details | dated 04/08/22 |
| 2. 60% DD Drawings: Volume 01 – Terminal Building | dated 04/08/22 |
| 3. 60% DD Drawings: Volume 02 – Airport Office Building (AOB) and Central Plant | dated 04/08/22 |
| 4. 60% DD Drawings: Volume 03 – Concourse A | dated 04/08/22 |
| 5. 60% DD Drawings: Volume 04 – Concourse B | dated 04/08/22 |
| 6. 60% DD Drawings: Volume 05 – Concourse C | dated 04/08/22 |
| 7. 60% DD Drawings: Volume 06 – Hotel & Transit Center | dated 04/08/22 |
| 8. 60% DD Drawings: Volume 07 – Outlying Buildings | dated 04/08/22 |
| 9. 60% DD Drawings: Volume 08 – Vehicle Access Gates | dated 04/08/22 |
| 10. 60% DD Technical Specification 280800 – IASS Performance Verification Testing | dated 04/08/22 |
| 11. 60% DD Technical Specification 281300 – Access Control | dated 04/08/22 |
| 12. Photographs of DEN PACS Doors (where possible) | un-dated |
| 13. DEN Response to PCL's Preliminary Questions | dated 04/27/22 |
| 14. Memo: PCL Fee Proposal Review Comments | dated 06/22/22 |
| 15. 22-07-11 DEN PACS Phase II DEN Comment Review DEN Disposition | dated 07/11/22 |

Phase II – Preconstruction Deliverables

Proposal is based on providing the following Preconstruction Deliverables which are supported by the Focused Tasks and Work Breakdown Structure identified below.

1 – Construction Management Plan

\$8,109

Inclusions:

Focused Tasks

Stakeholder coordination w/ operations, security, public safety, project planning, etc.



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DEN Physical Access Control System – Phase II Preconstruction Services Proposal – Revision 03

October 25, 2022

Develop and Submit **preliminary** Construction Management Plan (Draft 1)

Work Breakdown Structure

- 1.1 Advice to influence decisions on construction phasing.
- 1.3 **Develop preliminary** Temporary facilities setup plan, **to be finalized during Phase III.**
- 1.5 **Preliminary** Design of temporary structures.
- 1.6 Establish **preliminary** traffic control measures.

Exclusions (to be performed as part of Phase III):

Focused Tasks

Develop and Submit Management Plan (Final Draft).
Submit Construction Management Plan (Final).

Work Breakdown Structure

- 1.2 Develop detailed construction phasing plans with diagrams.
- 1.4 Temporary access routes and detours with the goal of minimizing disruption to the public, tenants, and airport operations.
- 1.7 Develop way-finding signage.

2 – Design Document Reviews

\$173,542

Inclusions:

Focused Tasks

Baseline Design Reviews
Gap Analysis
Design Review and Feedback
Design Document Reviews

Work Breakdown Structure

- 2.1 Collaboration with the design team and stakeholders.
- 2.2 Assist with operational cutover plans to ensure TSR1542 compliance at each access point and the Communications Center.
- 2.9 Review in-progress design documents and provide advice with respect to completeness, clarity, construction feasibility, alternative materials/methods, and long-lead material procurements.
- 2.13 Provide peer-review of the 95% and 100% construction documents as prepared by AECOM.
- 2.14 Provide design/scope GAP analysis and path forward for Phase III GMP assumptions.
- 2.15 Collaborate on critical design solutions and assumptions for Phase III GMP.

Exclusions (to be performed by AECOM):



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DEN Physical Access Control System – Phase II Preconstruction Services Proposal – Revision 03

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Work Breakdown Structure

- 2.3 Work with the designer of record to deliver design details for all doors and end-devices for the 100% design package.

Exclusions (to be performed as part of Phase III):

Work Breakdown Structures

- 2.4 Advise, assist, and provide recommendations on the planning and design of the work to DEN.
 2.5 Provide a thorough constructability review of the design documents.
 2.6 Provide information and advise regarding value engineering decisions.
 2.7 Provide information on construction materials, methods, systems, phasing, and costs to assist in determinations aimed at providing DEN with the highest quality facility within the project budget.
 2.8 Provide input to DEN regarding current construction industry practices, labor market, and material availability
 2.11 The Contractor shall continue to provide input on alternate methods, details, and systems to DEN, ~~and continue with value engineering reviews of the work.~~
 2.12 Advising on construction feasibility and alternate solutions of the final 100% design.

Exclusions (no longer required):

Work Breakdown Structure

- 2.10 Initially, assist DEN in reviewing the schematic design information. Preparation of schematic design documents for the project will be 60% complete at the time the CM is awarded the preconstruction services contract.

3 – Solution Provider Presentations (Written and In-Person)

\$194,626

Of all the Phase II tasks, PCL strongly feels this scope area must remain to ensure the Best-in-Class PACs technology vendor system is selected. To achieve this, an independent technology lab must be assembled to effectively demonstrate and ensure that the selected technology vendors system will perform as specified, plus will interface, and migrate the existing legacy system database to provide concurrent PAC's systems maintainability during a phased and "Dual System" migration. Relying on vendor marketing and written documentation, and/or allowing the vendor to prepare an unscripted compliance parameters presentation for award in Phase II, transfers unrealistic schedule and potentially unachievable system migration risks to the CMAR and DEN.

Inclusions:

Focused Tasks

- Issue Industry Notice(s) – Pre-solicitation, Request for Information, Compliance Matrix, Problem Statement(s)
 Collaborate in the Development of the Technology Selection Criteria



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DEN Physical Access Control System – Phase II Preconstruction Services Proposal – Revision 03

October 25, 2022

Facilitate Technology Vendor Presentations & Demo
Prepare Technology Vendor Scoring Report

Work Breakdown Structure

- 3.1 Provide solution provider presentations for DEN evaluation.
- 3.2 Manage and oversee demonstrations for DEN stakeholders of PACS technology by potential solution provider. Collaborate with AECOM and DEN to establish technology vendor evaluation criteria.
- 3.3 Collaborate with DEN stakeholders on the solution requirements to evaluate and select a solution provider. Prepare vendor scoring report format, produce scoring summary and vendor award recommendation for review and approval by DEN and AECOM.
- 3.14 Collaborate and assist on test lab design, set-up and implementation

Exclusions (To be provided by Others):

- 3.13 DEN to provide all technology lab related equipment, servers, monitors, etc., legacy PACs system hardware/software copy for demo/tests without cost to PCL.

Exclusions (no longer required):

Focused Tasks

Collaborate in the development of the Technology Vendor Industry Benchmark Report

Work Breakdown Structure

- 3.4 Design and Build Lab Facility for Technology Vendor solution providers evaluation and integration feasibility.
- 3.5 Maintain a qualified, full-time project manager and superintendent with needed staff at the job site (during construction activities) to coordinate and provide direction of the work. Include quality control manager, project controls and scheduling engineers, and project site safety manager for appropriate durations.
- 3.6 Maintain the critical path schedule and keep DEN fully advised of work progress status.
- 3.7 Make all cost and budget estimates, including supporting materials and records, available to DEN.
- 3.8 Provide monthly reports of actual costs and work progress as compared to estimated cost projections and scheduled work progress. Explain significant variations and provide information as requested by DEN.
- 3.9 Phasing and Operational Requirements:
- 3.10 Follow the construction phasing plan developed during the preconstruction services phase to minimize construction impacts to airlines, tenants, and DEN operations.
- 3.11 Maintain and update the construction phasing plan as the work progresses, including the design and construction. The construction phasing plan should include the integration of all new security systems into the existing security operations. No construction activities will be allowed to impact the operations of the existing system or cause any security breaches or violations with regulatory agencies.



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DEN Physical Access Control System – Phase II Preconstruction Services Proposal – Revision 03

October 25, 2022

- 3.12 Review and process all applications for payment by subcontractors and material suppliers in accordance with the terms of their contracts. Review and resolve, on behalf of DEN, all subcontractors' and/or material suppliers' requests for additional costs with DEN operations personnel and airport tenants to provide an opportunity for efficient communication of issues and upcoming events and to better ensure orderly progress of the work. Prepare and distribute minutes of the meetings, and schedule and conduct other necessary project meetings such as special task forces, cost forecasting, change issues, and status and quality control meetings.

4 – Checklists, Forms, MOPs

\$-

Inclusions:

No scope included.

Exclusions (to be performed as part of Phase III):

Focused Tasks

Develop project-specific checklists & forms for field investigation of 1,300 access control hardware and door location conditions
Develop Method of Procedures templates for all tasks

Work Breakdown Structure

- 4.1 Prepare and finalize safety, environmental, commissioning, and quality control programs, including a means of implementing.
4.2 Work with DEN to establish procedures for expediting and processing all shop drawings and other submittals, requests for information (RFIs) and other documents.

5 – Communications Center Plan

\$43,791

PCL believes this scope area should remain with Phase II to compliment the solution provider and design peer review efforts, as well as the Phase III GMP forecasting. The Communication Center is the operational cortex and as we understand it, houses the PAC's legacy system network servers and associated sub-system interfaces. It is therefore imperative to the success of the replacement program that we fully understand the legacy systems current network deployment, sub-system interface means/method, and how best to introduce the new technology vendor system which are not outlined in any detail within the current design package. This focus will provide critical information in not only how to migrate the legacy system device points in an effective cut-over plan, but also how to provide a "Concurrently maintainable" dual PAC's network during the multi-phased implementation schedule.

Inclusions:

Focused Tasks

October 24, 2022

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CONSTRUCTION

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DEN Physical Access Control System – Phase II Preconstruction Services Proposal – Revision 03

October 25, 2022

Review the following documents to be provided by the Designer of Record for applicability and to aid in developing the cutover plan:

- Communications Room Analysis Report
- Communications Room Design Details

Develop details for providing concurrent legacy and new system operations.

Work Breakdown Structure

- 5.1.a Cutover Planning.
- 5.2 Collaborate with AECOM and DEN stakeholders to develop a comprehensive room analysis report that will focus on the existing PAC's legacy system and sub-systems network architecture.
- 5.3 Collaborate with AECOM and DEN stakeholders on preliminary cut-over plan to ensure new system introduction and Concurrent system operability.
- 5.4 Harvest information to assist with preparation of technology vendor evaluation criteria and performance parameters.

Exclusions (to be performed by AECOM/PWCS):

Focused Tasks

Develop final details for providing concurrent legacy and new system operations.

Work Breakdown Structure

- 5.1.b Cutover Planning (final to include sequencing).

6 – Communications Infrastructure Plan

\$-

Inclusions:

No scope included.

Exclusions (to be performed by AECOM/PWCS):

Focused Tasks

Review the following document to be provided by the Designer of Record for applicability and to aid in developing the cutover plan:

- Communications Infrastructure Plan

Develop details for providing concurrent legacy and new system operations.

Work Breakdown Structure

- 6.1 Cutover Planning.



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DEN Physical Access Control System – Phase II Preconstruction Services Proposal – Revision 03

October 25, 2022

7 – Door/Gate Hardware Report

\$111,570

Inclusions:

Focused Tasks

- Current Conditions Analysis / Field Investigation
 - Door hardware at **130** existing card reader doors
- Collect and review relevant documents, standards, reports, and Sequence of Operations
- Door Surveys (develop survey templates, conduct surveys, and develop report)
- Review, streamline and finalize door standards; includes stakeholder coordination
- Prepare and Submit detailed Door/Gate Hardware Report

Work Breakdown Structure

These activities shall be performed based on a sampling of 130 doors:

- 11.1 Assessment of Door/Gate hardware replacement elements.
- 11.2 Cutover Planning.
- 11.3 Analysis/Assessment.

8 – Construction Schedule

\$8,109

Inclusions:

Focused Tasks

- Stakeholder Coordination (Operations, Project Planning, Security and Public Safety)
- Develop Construction Packages
- Develop and Submit **preliminary** Construction Schedule (Draft I)

Work Breakdown Structure

- 12.1 Provide construction phasing plans and detailed schedules.
- 12.3 Advise DEN on design concepts and project design and a bid package schedule to facilitate or accelerate the project completion schedule.
- 12.4 Assist in establishing the ideal date to award the negotiated construction contract.
- 12.5 Provide a proposed bidding and subcontracting award schedule. This shall include pre-purchasing and expediting recommendations for long-lead materials in order to meet necessary delivery dates and avoid construction delays. The bid package strategy shall also include process for acquiring small business participation.

Exclusions (to be performed as part of Phase III):

Focused Tasks

- Develop and Submit Construction Schedule (Final Draft)



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DEN Physical Access Control System – Phase II Preconstruction Services Proposal – Revision 03

October 25, 2022

Submit Construction Schedule (Final)

Work Breakdown Structure

- 12.2 Assist with the Great Hall and Concourse Expansion assessment, planning and costing for inclusion in Phase III.
- 12.6 Prepare a detailed resource-loaded critical path construction schedule for monitoring progress and managing the work.
- 12.7 Phased construction is required to maintain airport operations, which are active 24 hours a day, 7 days a week. Considerable attention will be required for construction phasing, relocation of existing infrastructure, safety, and security.
- 12.8 Use of diagrams to depict approach to phasing.
- 12.9 Assist with Cutover Planning.

9 – Cost Estimates

\$-

Due to the delay of formal award and the progress of the AECOM design which is now indicated at 95%, we propose to forgo this activity and capture the program costs in the Phase III GMP.

Exclusions (to be performed as part of Phase III):

Focused Tasks

Review Design Documents and coordinate with stakeholders to develop project scope
 Coordinate with the SFOR ConOps Team and DEN to develop scope for risk mitigating packages
 Develop detailed estimate for 90% Design Documents

Work Breakdown Structure

- 7.1 Provide detailed cost estimate.
- 7.2 Provide Great Hall and Concourse Expansion assessment, planning and costing for inclusion in Phase III.
- 7.6 Identify all allowances remaining in the estimate and define the assumptions in the allowances.
~~Identify differences, if any, between the most recent estimate and the previous version.~~
- 7.7 If the estimate exceeds the construction budget, make quantitative recommendations to DEN to reduce the estimated costs to stay within the budget.
- 7.3 Develop a schedule of values that breaks down the construction work activities into easily defined values for invoicing purposes.

Exclusions (no longer required):

Focused Tasks

Develop detailed estimate for 60% Design Documents

Work Breakdown Structure



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DEN Physical Access Control System – Phase II Preconstruction Services Proposal – Revision 03

October 25, 2022

- 7.4 Cost Management: Prepare construction cost estimates for the project throughout the design phases of the work. This may include assisting with DEN reviews of cost reports as work progresses.
- 7.5 Develop a construction cost estimate when the design documents have reached 60 "percent" and 90 "percent" completion.
- 7.8 As the construction documents for the project are finalized, the CM shall continue to review the estimate and reconcile any differences with DEN on costs, schedule, constructability, and work phasing issues.
- 7.9 The detailed cost estimate may be used in negotiation of the NCP.

10 – Site Specific Safety Plan

\$-

Exclusions (to be performed as part of Phase III):

Focused Tasks

- Stakeholder Coordination (Operations, Project Planning, Security and Public Safety)
- Develop and Submit Site Specific Safety Plan (Draft I)
- Develop and Submit Site Specific Safety Plan (Final Draft)
- Submit Site Specific Safety Plan (Final)

Work Breakdown Structure

- 8.1 Prepare initial safety, environmental, commissioning, and quality control programs, including means of implementing for Phase III.
- 8.2 Implement an effective safety program.
- 8.3 Identify training, hazard identification, and audit / inspection requirements.

11 – GMP Proposal for Phase III Scope

\$210,165

Inclusions:

Focused Tasks

- Develop and Submit a Final GMP Proposal for Phase III Scope
- Ensure compliance with MWBE Utilization Plan

Work Breakdown Structure

- 9.1 Develop a Guaranteed Maximum Price (GMP) proposal to implement the 100% design package as a final deliverable.
- 9.2 This GMP will include a utilization plan to achieve the expected goals participation which will be determined based on the 100% design.
- 9.3 Recommend a bid package strategy that identifies the division of the work to facilitate bidding and award of trade contracts, considering such factors as the sequence of construction, minimizing



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DEN Physical Access Control System – Phase II Preconstruction Services Proposal – Revision 03

October 25, 2022

- disruption of existing facilities, improving or accelerating construction completion, and other related issues.
- 9.4 Continuously monitor the project schedule and recommend adjustments in the design documents or construction bid package to ensure completion of the project within the approved construction schedule, consistent with the need to minimize disruptions to tenants, the public, and airport operations.
 - 9.5 Create communication and messaging to inform Stakeholders about the supplier diversity opportunities.
 - 9.6 Provide education sessions on how to work with DEN and PCL.
 - 9.7 Identify scopes and division of work for MWBE trade partners and suppliers.
 - 9.8 Unbundle bid packages for MWBE bidding.
 - 9.9 Align scopes with MWBE capacity and capability.
 - 9.10 Develop a Schedule of Values that breaks down the construction work activities into easily defined values for invoicing purposes.

| | |
|--|------------------|
| Total Value of Phase II Preconstruction Services Proposal | \$749,912 |
|--|------------------|

General Clarifications

1. Proposal is based on receiving a Notice to Proceed on or before **November 18, 2022**.
2. The Phase II preconstruction scope of work is anticipated to occur over a **6-month** duration from **December 2022 – May 2023**. Any delays, beyond the control of PCL, that extend the duration of preconstruction services beyond such date will warrant an adjustment to this lump sum proposal.
3. Proposal is based on DEN continuing to provide PCL with office space under Concourse B and onsite parking access for our staff at no cost to PCL. PCL intends on using this space for our testing lab.
4. Proposal is based on the project being enrolled under DEN's ROCIP program for insurance.
5. Proposal includes a 100% Payment and Performance Bond.
6. Subconsultants being utilized to perform the Phase II scope of work are:

| | |
|---------------------|---|
| Birdi Systems, Inc. | Technology Consultant |
| Servitech, Inc. | Field Investigation |
| Zann & Associates | MWBE Outreach & Community Engagement Consultant |

7. ~~The responses in the "22.07.11 DEN PACS Phase II DEN Comment Review DEN Disposition" document shall take precedence over the requirements of the RFP, specifications, and Pre-Fee Proposal DEN Q&A responses, including but not limited to the following:~~
 - a. ~~Specification 281300.1.2.A.~~
 - b. ~~Specification 281300.3.1.A 1-7.~~
 - c. ~~Pre-Fee Proposal DEN Q&A responses #2, 3, 4, 5, 6, 7, 9, 13, 14, 15, and 18.~~
 - d. ~~Addendum #3 9/27/21 Q&A #123 and 142.~~



CONSTRUCTION

▶ TOGETHER WE BUILD SUCCESS

DEN Physical Access Control System – Phase II Preconstruction Services Proposal – Revision 03

October 25, 2022

Exclusions

1. Phase III scope of work.
2. Permit & plan-check fees.
3. Design-build responsibility. AECOM to remain the Designer of Record (DOR).
4. Onsite safety representative during field investigative work, which shall be considered a Professional Service.
5. Watchman service or security guard service during field investigative work.
6. Materials testing and inspections.
7. Hardware & software components from existing DEN systems/vendors (i.e., elevator controls, baggage handling systems, vehicle gates, etc.) to perform integration feasibility tests in the test lab – to be provided by DEN at no cost to PCL.
8. Long lead material procurement prior to execution of the GMP.
9. Hazardous material removal or remediation.
10. Night & holiday work.
11. Utilizing Building Information Modeling (BIM) to record project assets in Maximo.
12. **All Phase II scope of work specifically noted as an Exclusion within the above scope of work. By accepting this proposal, DEN recognizes that the scope of work being performed within Phase II does not comply with the full list of requirements identified in the RFP and subsequent Addenda.**

Alternates

1. Field investigation of additional doors beyond the quantity **130** included in the base price.
ADD \$416 per door

We thank you for the continued opportunity to provide exceptional service in the development of this project and welcome any continued efforts in refining scope, if necessary. Please do not hesitate to contact the undersigned at any time with any questions or comments.

Sincerely,

Piotr Niemkiewicz
Senior Project Manager
PCL Construction Services, Inc.
Pniemkiewicz@pcl.com
970-214-1291

October 24, 2022

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EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual per location aggregate must be maintained.

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

2. Business Automobile Liability

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

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

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. Workers' Compensation and Employer's Liability Insurance
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
 - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Property Insurance
Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. Professional Liability (Errors and Omissions) Insurance
Contractor shall maintain a minimum limit of \$5,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
6. Technology Errors and Omissions
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.
 - a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.
7. Unmanned Aerial Vehicle (UAV) Liability:
If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
 - a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.

- e. 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 per occurrence for bodily injury and property damage.

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.

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

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

I. Additional Provisions

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

J. Part 230 and the DEN Airport Rules and Regulations

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

K. Applicability of ROCIP Requirements

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

[DEN ROCIP Safety Manual](#)

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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

EXHIBIT D

SAMPLE CM/GC CONSTRUCTION CONTRACT

CM/GC CONSTRUCTION CONTRACT

THIS CONSTRUCTION MANAGER/GENERAL CONTRACTOR CONSTRUCTION CONTRACT (“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 **PCL CONSTRUCTION SERVICES, INC.**, a Colorado corporation and authorized to do business in the State of Colorado (**“Contractor”**) (collectively the **“Parties”**).

RECITALS

WHEREAS, the City owns, operates, and maintains Denver International Airport (**“DEN”**); and

WHEREAS, the City intends to undertake Phase 3 (Construction) of the Physical Access Control System Project, **Contract No.** (the **“Project”**) at DEN; and

WHEREAS, the City, for at least three (3) consecutive days, advertised that proposals would be received for preconstruction services in preparation for this Project, which included scheduling, cost estimating, constructability review, value engineering, construction packaging and sequencing, subcontractor canvassing and all other preconstruction services necessary to complete a satisfactory final design and construction pricing for the Project; and

WHEREAS, a proposal in response to said advertisement was received by the Chief Executive Officer of DEN (the **“CEO”**), who recommended that a preconstruction services agreement be made and entered into with Contractor, which was the best qualified proposer; and

WHEREAS, the City selected Contractor and entered into a preconstruction services agreement, PLANE-201952747-00, dated [REDACTED] (**“Preconstruction Services Agreement”**), which is attached as **Exhibit M**; and

WHEREAS, in accordance with the terms and conditions of the Preconstruction Services Agreement, Contractor has become familiar with and had input into design documents and has performed constructability, availability, scheduling and cost estimating analysis on design documents prepared for the Project; and

WHEREAS, based on this performance, Contractor is thoroughly informed about the Project and the Project design. Based on the Project design and Contractor’s information, Contractor has submitted and the City has accepted Contractor’s offer of a proposed guaranteed maximum price (**“GMP”**) and schedule for completion of the Project, including costs and schedules, to construct the Project (**“GMP Proposal”**), which is attached as **Exhibit L**;

WHEREAS, based on the GMP Proposal and the preconstruction services performed by Contractor, the City and Contractor now wish to enter into this Construction Manager/General Contractor (**“CM/GC”**) Construction Contract for the work necessary to complete the Project.

WHEREAS, Contractor is qualified, willing, and able to perform the work in accordance with this Contract; and

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

I. CONTRACT DOCUMENTS.

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

- Contract
- Notice to Proceed
- Form of Final Receipt
- Building Information Modeling (“**BIM**”) if applicable
- Change Directives
- Change Orders
- Task Orders
- Exhibit A Federal Appendices
- Exhibit B Equal Employment Opportunity Provisions
- Exhibit C Insurance Requirements
- Exhibit D Prevailing Wage Schedules
- Exhibit E Special Conditions
- Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of Contents attached as Exhibit F)
- Exhibit G Performance Bond
- Exhibit H Payment Bond
- Exhibit I Technical Specifications (incorporated by reference)
- Exhibit J Contract Drawings (incorporated by reference)
- Exhibit K Request for Proposals & Contractor’s Response and Forms
- Exhibit L CM/GC Proposal
- Exhibit M Preconstruction Services Agreement dated [REDACTED]
- Exhibit N Schedule of Rates and Markups
- Exhibit O EDI Plan

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

1. Exhibit A Federal Appendices
2. Contract

3. Task Order(s)
4. Change Directives
5. Change Orders
6. Exhibit B Equal Employment Opportunity Provisions
7. Exhibit E Special Conditions
8. Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of Contents attached as Exhibit F)
9. Exhibit C Insurance Requirements
10. Exhibit D Prevailing Wage Schedules
11. Exhibit N Schedule of Rates and Markups
12. Exhibit I Technical Specifications
13. Exhibit J Contract Drawings (as amended)
14. Exhibit L CM/GC Proposal
15. Exhibit O EDI Plan
16. Exhibit K Request for Proposals and Contractor’s Response and Forms
17. Exhibit G Performance Bond
18. Exhibit H Payment Bond
19. Notice(s) to Proceed
20. Form of Final Receipt
21. Building Information Modeling (“**BIM**”) if applicable
22. Exhibit M Preconstruction Services Agreement

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

Construction documents, technical specifications and the Schedule may not be completed or may be further amended after execution of this Contract and are incorporated by reference as specified above as if they were attached to this Contract at execution. The incorporation of such exhibits or attachments into this Contract shall be memorialized in one or more Task Orders.

II. LINE OF AUTHORITY

The CEO, or his/her designee or successor in function, authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Airport Infrastructure Management Division (“**AIM**”). The AIM Senior Vice President (the “**SVP**”) will designate a Project Manager to coordinate activities under this Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager directions.

III. SCOPE OF WORK AND PROJECT DESCRIPTION.

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

CM/GC Proposal accepted by the City and as reflected in this Contract, includes all necessary labor, materials, and equipment necessary to complete the Work in accordance with this Contract. The Work shall include the following:

1. Preconstruction Services. The preconstruction services are comprised of all those services, obligations and responsibilities set forth in the Preconstruction Services Agreement, but which are performed on or after the date of Execution of this Contract. In order to expedite Project completion, the Parties entered into the Preconstruction Services Agreement to perform preconstruction services in anticipation of the start of the construction phase of the Project. For the duration of this Contract, Contractor shall continue to perform any further preconstruction services required by the Project as part of its obligations under this Contract as a Cost of the Work.

2. Construction Services. Construction services shall include Contractor furnishing all construction administration, management, supervision and coordination experience and expertise, as well as all construction services, work effort, labor, tools, supplies, manufactured components, equipment, materials, and everything else necessary and required to complete the construction of the Project on time and within budget; while satisfying the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements.

3. The City and Contractor acknowledge that the scope of the Project, as set forth in the City's Request for Proposals and Contractor's Response and Forms, attached here as ***Exhibit K***, has materially evolved since the issuance of these documents and that some information presented may no longer be applicable to this Contract or the Project. Any conflicts between ***Exhibit K*** and the other terms and conditions of the Contract shall be resolved according to the Order of Precedence in Article 1.

B. Task Orders. The Work may be performed in phases or parts designated in one or more task orders issued by the City under this Contract ("**Task Order(s)**") and agreed to by Contractor. The terms of each Task Order may include but are not limited to specific scope of work, applicable plans and specifications, schedule, relevant deadlines, relevant milestones and associated Liquidated Damages, requirements for procuring subcontracted work, the Cost of the Work, and the applicable Task Order Guaranteed Maximum Price ("**Task Order GMP**") for the Task Order. Contractor agrees to satisfactorily perform and complete all work described in each Task Order within the time and other requirements set forth in the Task Order and for the amount set forth as the Task Order GMP. The sum of the Task Order GMPs for all the Task Orders issued under this Contract may not exceed the Maximum Contract Amount.

C. Task Order Proposals

1. To accomplish the Work, Contractor will provide the City with Task Order Proposals (“**TOP**”) for each Task Order based upon a scope of work designated by the City. Each TOP shall include Contractor’s proposed Task Order GMP and proposed scheduling for that Task Order. Contractor shall also deliver all necessary supporting documents for each TOP as requested by the City.

2. Some TOPs may be based, in part, on incomplete design documents, and, therefore, Contractor shall exercise reasonable care and its best diligence, efforts and judgment to determine the intent of the most recent Project design documents in preparing the TOP. If the design, plans or specifications in any particular Task Order(s) are incomplete at the time Contractor provides the TOP to the City, Contractor acknowledges and agrees the TOP fully accounts for any risks associated with failing to consider the design intent reasonably inferable from the Contract Documents. Contractor has documented in the basis of the TOP and provided or will provide to the City any and all clarifications regarding the design intent, including the intended level of quality. No TOP increase or extension in the Term or Contract Time will be allowed to account for any assumption, exclusion and clarification Contractor failed to document or for any other item of Work covered by the Contract Documents that Contractor failed to account for in its TOP.

3. If the design, plans, and/or specifications applicable to the Work in the Task Order(s) are complete as identified by a stamp of the Designer of Record or Engineer of Record and by the issuance of a permit for the Work, Contractor and the City agree the Work has been sufficiently described so that Contractor can fully rely the accuracy of the Contract Documents to establish the intended level of quality and workmanship requirements of the Task Order(s).

4. The plans and specifications applicable to the Work as attached to or referenced in each Task Order are incorporated herein as specified in the list of exhibits.

D. Subject to any allowed contingency provided for in this Contract, Contractor further acknowledges and agrees that each Task Order GMP fully accounts for any risks associated with failing to consider the design intent reasonably inferable from the Contract Documents. No increase or extension of the Term or Contract Time will be allowed to account for any assumption, exclusion and clarification Contractor failed to document or for any other item of Work covered by the Contract Documents that Contractor failed to account for in the Task Orders.

E. Prime Contractor. Contractor acknowledges that it will be the Prime Contractor for the portions of the Project assigned in the Task Orders and will assume all responsibility for the performance of the Work in accordance with the costs and schedule agreed to in the Task Orders. Contractor agrees that failing to complete the Work in accordance with the terms set forth in the Task Order(s) will be considered a breach of this Contract and may result in liquidated damages and the potential termination of this Contract.

F. Project Description.

1. The Project generally includes the replacement of the existing physical access control system at DEN, which includes: Access Control System Hardware and Software, System Programming, Workstations, Test Laboratory, Door/Gate Hardware Replacement as needed, Supporting Power and Data Infrastructure as needed, System Network Architecture, Integration with other systems (i.e. CCTV, IDMS, etc.), Decommissioning of the legacy system, Communication Center's Reconfigurations, and others as necessary for a complete fully functional system.

2. The Project is expected to occur generally in all areas of the DEN campus including but not limited to the terminal, concourses, outlying buildings, aircraft hangers, tenant areas, airline areas, parking facilities, perimeter gates.

3. The "**Design Consultant**" or "**Designer**" as used herein shall mean the persons or entities who have contracted with the City to accomplish the architectural, engineering, and other design and related technical services necessary to complete the Project. The Project Design Consultant is: [REDACTED]. In case of termination of the Design Consultant, the City will appoint a Design Consultant whose status under the Construction Contract shall be the same as that of the former Design Consultant.

4. The City, Contractor, and the Design Consultant, called the "**Construction Team**," shall work together and coordinate to complete the Project. Contractor shall provide leadership to the Construction Team on all matters relating to Construction.

G. Delivery Method. In the performance of this Contract, including Task Orders issued hereunder, Contractor acknowledges and accepts that scope and schedule are critical for Project delivery. Based on these considerations, the City has elected to utilize a CM/GC project delivery approach to complete the Project in a timely and cost-efficient manner as provided in the City's schedules and budgets. Contractor is familiar with the CM/GC delivery method and understands that this method is a specialized and rigorous delivery approach requiring maximum cooperation between all parties. Contractor acknowledges and accepts the following possibilities: (1) that the complete services to be rendered by Contractor, the organizational and process inter-relationships governing construction and the construction cost, schedule and sequencing may be in the developmental stage or have not yet been fully defined; and (2) that portions of the Project could have their design and construction completed as separate phases.

IV. REPRESENTATIONS AND WARRANTIES

Contractor expressly warrants and represents the following:

A. Contractor expressly recognizes and acknowledges that this Project must be completed within the time and fiscal constraints as set forth throughout this Contract, including the Task Orders. Contractor recognizes and acknowledges that the City might not issue Task Orders covering all work designed or specified by the Designer or as initially envisioned for the overall Project and that Contractor shall have no claim for lost profits or income as a result of the City's failure to issue a Task Order covering all or part of the Project.

B. Contractor has been fully informed of and has thoroughly reviewed the following: the objectives of the Project; the work effort of the Design Consultant performed to date for the Project; all of the Contract Documents; the City's general time and budget constraints and contingencies applicable to the budget; and all of the Work required by Contractor set forth in the Contract Documents. Based upon this thorough review and analysis and recognizing that the contract for design services is between the City and the Designer, Contractor represents to the City that it will provide or perform all of the necessary Work within the requirements of the Contract Documents.

C. Contractor covenants and represents that Contractor has visited the Project Site and has had sufficient time and opportunity to independently examine and is sufficiently familiar with the Site, the character and nature of the Site layout and materials, the character and nature of all Site constraints, restrictions and limitations, and limitations on ingress, egress, and construction staging and performance, and the local conditions under which the Work is to be performed, including weather conditions and any other factors which may impact the Work. Contractor further represents that it has taken into consideration and correlated these direct observations, examinations, and investigations with the requirements of the Contract Documents and in the pricing of the Work, the formulation of the CM/GC Proposal, the Maximum Contract Amount, and in preparing all Exhibits.

D. Contractor represents that it has reviewed and is familiar with the City's general expectations and scheduling assumptions regarding the completion of the Project and opening of the completed facility and that, given the Scope of Work, these scheduling assumptions are reasonable and achievable. Contractor further represents that it will take into consideration and correlate these assumptions and constraints with the requirements of the Contract Documents and in the scheduling and pricing of the Work, and the Maximum Contract Amount.

E. Contractor represents that it has reviewed the relevant Design Consultant agreement(s) and the ___% design drawings, accepts the terms and requirements thereof and affirmatively states that the Project, as expressed by the design documents and the Project requirements and constraints as modified by value engineering suggestions, budget adjustments and cost cutting measures suggested by Contractor as of _____, 20__ is a reasonable and constructible Project, incorporating a reasonable and workable delivery approach, schedule, and budget.

V. TERM OF CONTRACT

The Term of this Contract shall commence on the Effective Date and shall terminate [Term Length/DATE] unless terminated earlier in accordance with this Contract (the “Term”). Contractor agrees to begin the performance of the Work required under this Contract within ten (10) days after receiving a Task Order notice to proceed (“Task Order Notice to Proceed”) from the SVP and agrees to complete the Work in accordance with the Contract Documents within the time frame established for each Task Order. Contractor is not authorized to commence the Work prior to its receipt of each Task Order Notice to Proceed. If, at the expiration of the Term, there remains any outstanding Work to be completed under a validly issued Task Order, the SVP, in his or her sole discretion, may direct Contractor to complete the Work in accordance with the terms and conditions of the Task Order and this Contract.

VI. MAXIMUM CONTRACT AMOUNT AND TASK ORDER GMP

A. The City agrees to pay Contractor for the performance and completion of all of the Work as required by Task Order(s) in accordance with the Contract Documents, and Contractor agrees to accept as its full and only compensation therefor, a maximum amount of _____ (\$ _____) (the “Maximum Contract Amount”). In no event will the City’s liability exceed the Maximum Contract Amount, as adjusted by duly authorized Change Orders in accordance with this Contract. Contractor’s performance shall not subject the City to any cost, charge, or fee not specified in this Contract.

B. Each Task Order shall contain a maximum amount due and payable to the Contractor for the scope of work defined in the Task Order, the “Task Order Guaranteed Maximum Price” or “Task Order GMP” for that Task Order. Each Task Order GMP shall be calculated so that it includes all charges for the Cost of the Work, plus Contractor’s OH plus Contractor’s Fee, all as defined below. The Task Order GMP also shall include any Allowances, Contractor’s Contingency and Owner’s Contingency. At the close out of each Task Order, the final payment to Contractor for all work performed under the Task Order shall be the Task Order GMP less any unspent Allowances, Contractor’s Contingency and Owner’s Contingency. In the event any Change Orders increase or decrease the value of the Work pursuant to the Task Order, the included Contractor’s OH and Contractor’s Fee shall be increased or decreased accordingly, and any increase shall be no more than the percentage of Contractors OH and/or Contractor’s Fee actually charged for the original Task Order work.

C. **Allowances.** Each Task Order GMP may include allowances applicable to the Work. Unless otherwise provided for in the Contract Documents:

1. Materials and equipment under an allowance shall be selected promptly by the City to avoid delay in the Work;
2. Allowances shall cover the cost to Contractor of materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts;

3. Contractor's costs for unloading and handling at the Project site, labor, installation costs, and other expenses contemplated for the stated allowance amounts are included in the allowances. However, Contractor's home office overhead and profit for all allowance items are included in Contractor's overhead and general conditions and Fee and are not in the allowance.

4. Overruns in an allowance because of the City's selections will first come from Owner's Contingency, if any, and if insufficient Owner's Contingency remains, the Contract shall be adjusted accordingly by Change Order. The amounts of the Change Orders shall reflect the difference between actual costs and the allowances. If actual costs exceed allowances, the Change Order shall include any applicable Contractor overhead and Fee associated with the increased actual costs in accordance with allowable Contractor Fee under this Contract

5. Underruns in an allowance shall be returned to the City through reduction in the Cost of the Work, with applicable reductions in Contractor's overhead and Fee documented in a Change Order.

D. Cost of the Work. The term "**Cost of the Work**" shall consist of costs necessarily incurred in the proper performance of the professional services, including design and construction management work, and the construction Work, which shall be paid by the City to Contractor. Cost of the Work shall not include any Contractor's OH or Fee. Any allowable Contractor mark-up is included in Contractor's Fee. Cost of the Work shall consist of the following Contractor-incurred items set forth below:

1. Design and Preconstruction Costs. The costs incurred by Contractor based on a fixed price for the Work, approved hourly rates for Contractor's personnel on an actual hours-worked basis plus any reimbursable expenses, or another basis specified in the Task Order, and including no multiplier or markup for overhead and profit. If the rates charged hereunder contain a multiplier, markup for overhead and/or profit, or any other markup, Contractor shall not be entitled to the addition of Contractor's OH and/or Contractor's Fee for these costs.

2. Construction Labor. The actual cost of wages paid for field and office workers engaged in the performance of the Work at the Contractor's office or the Site or with the City's agreement at other offsite locations such as workshops. Wages and fringe benefits shall be paid at the applicable minimum rates established by the City pursuant to D.R.M.C. § 20-76 ("**Prevailing Wage Ordinance**") and as further provided in this Contract. In the event the prevailing wage rates are increased as provided in this Contract and the Prevailing Wage Ordinance, these increases shall also be included as a Cost of the Work. These Labor costs shall include costs for payroll taxes, insurance, contributions, assessments, and fringe benefits such as sick leave, medical and health benefits, disability insurance, holidays, vacation, pension, and 401K or other retirement contributions provided such costs are based on wages and salaries included in the Cost of the Work. The

initial Prevailing Wage Rate Schedule is attached as ***Exhibit D***. Costs for materials and equipment shall be itemized separately and shall not be included in Direct Costs – Labor.

3. Material and Equipment. The actual costs, including transportation and storage and any sales and use taxes, paid by Contractor for all materials, supplies and equipment incorporated in the Work, including deposits when incurred and including the costs of transportation thereof. The City has the right to confirm the costs submitted do not exceed the Fair Market Value of such equipment and to pay only the Fair Market Value if the submitted costs exceed this amount.

4. Facility and Equipment Charges. Actual rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the Contractor whether rented from the Contractor or others (at rates approved by the City in each Task Order), and the costs of transportation, installation, minor repairs and parts, replacements, dismantling or removal, and sales and use taxes. Contractor shall negotiate with the City the salvage value of all items purchased and used on the Project but not consumed, damaged, lost or stolen at the completion of the work, crediting any proceeds against the Cost of the Work. If Contractor and the City cannot agree on the salvage value of the above items, then they shall remain the property of the City and Contractor shall give no credit to the Cost of the Work. Contractor may institute a voluntary recycling program.

5. Subcontractors. Actual cost of payments properly made by Contractor to Subcontractors and Suppliers under subcontracts for performance of portions of the Work including insurance required by this Contract and bond premiums incurred.

6. Professional Services. Actual cost of payments made for architects, engineers and other consultants providing services to Contractor reasonably required to perform the Work, unless such services are to be provided to the Owner by the Owner's separate consultants. These actual costs shall not include a multiplier or markup for overhead and profit. If the rates charged hereunder contain a multiplier, markup for overhead and/or profit, or any other markup, Contractor shall not be entitled to the addition of Contractor's OH and/or Contractor's Fee for these services.

7. Bonds and Insurance. The cost of the premiums for all bonds and insurance that Contractor is required by the City to procure outside of the ROCIP program and attributable to the Project.

8. The actual costs paid for sales and use taxes imposed by a governmental authority and related to the Scope of Work.

9. The actual costs of costs, fees or assessments for mock-ups, permits, licenses, testing commissioning costs, inspections and approvals, when required to be paid or performed by the Contractor.

10. Actual costs of software purchased or licensed, internet service, reproductions, postage and express delivery charges, and reasonable petty cash expenses of the site office used in connection with the Work.

11. Actual cost of removal of all debris and recyclable materials from the Site, with a reduction in cost or credit for all payments received for recyclable materials, less the cost of hauling, unless otherwise provided in a Task Order.

12. Actual costs paid for mobilization, demobilization, rental, or other costs incurred for temporary construction including scaffolding, lifts, platforms, handrails, hold covers, fire extinguishers, toilets, dumpsters, laser scanning and VDCE equipment, surveying equipment, field office costs, temporary security and fire watch, temporary winterization, snow removal, cleanup and traffic control costs required to complete the Work.

13. Actual costs for temporary and permanent power as required.

14. Actual costs incurred due to any emergency affecting the safety of persons and property and related to the Work unless otherwise covered by insurance or reimbursable from a subcontractor or supplier, or unless such costs are due to the fault or negligence of Contractor or a subcontractor or Supplier of any tier.

E. Costs Not To Be Paid. Cost of the Work shall not include expenditures made for any of the following:

1. Salary and benefits of any Contractor's officers, owners or members;

2. Salary and benefits of Contractor's employees not working on the Project;

3. Overhead, profit, and general expenses of any kind except as included in this Contract;

4. Contract's capital expenses, including interest on capital employed for the work;

5. Expenses of Contractor's principal office and offices, other than a Site office;

6. Costs incurred by Contractor in situations where such costs may be covered by insurance or recoverable from a subcontractor or supplier, if Contractor

failed to use its best efforts to obtain such insurance proceeds or recovery from the responsible subcontractor(s) or supplier(s);

7. Costs of insurance deductibles or charge backs related to insurance claims, whether under the ROCIP or Contractor's separate policies.

8. Costs of repairing, reworking, re-performing and/or retesting nonconforming or defective Work and/or any damage caused by such Work due to the Contractor and/or its subcontractors and suppliers.

9. Fines, penalties, or other similar impositions assessed or imposed by any governmental body or other authority arising from the acts or omissions of Contractor and/or its subcontractors and suppliers. Liquidated or actual damages imposed by the City for failure of the Contractor to comply with this Contract.

10. Costs related to Contractor's or any of its subcontractors' or suppliers' indemnification obligations under this or any other contract.

11. Expenses incurred for relocation and temporary living expenses of personnel required for the Work, or when such relocation is for the convenience of Contractor;

12. Any cost that would cause the Maximum Contract Amount to be exceeded; and

13. Any costs not specifically included in the Cost of Work or not authorized by a Task Order.

F. Contractor's OH. Contractor's general overhead and general conditions expenses for the Project (the "Contractor's OH") shall be paid to Contractor at a rate not to exceed [_____] Percent (____%) of the Cost of the Work. Contractor's OH shall be included in the Total Compensation paid to Contractor. The Contractor's OH shall be calculated based on the time and effort required of Contractor to manage the specified work, taking into account efficiencies gained because two or more Task Orders are being performed concurrently. In the alternative, the City and Contractor may execute one or more Task Orders providing for Contractor's OH to cover a specific period of time rather than specific work. Notwithstanding the other terms of this Contract, the maximum fee percentage permitted by this paragraph shall not be increased by Change Order or Task Order.

G. Contractor's Fee. The Contractor's fee (the "Fee") to be paid to Contractor shall be a flat fee agreed to by the Parties and set forth in each Task Order. The Contractor's Fee is the amount payable to Contractor for profit and indirect overhead costs. The Contractor's Fee shall not exceed [_____] Percent (____%) of the Cost of the Work as specified in the initial Task Order GMP. Notwithstanding the other terms of this Contract,

the maximum fee percentage permitted by this paragraph shall not be increased by Change Order or Task Order.

H. Use of Contingency and Allowances is Cost of the Work. An expenditure of Owner's Contingency shall be included as part of the Cost of the Work and shall not be calculated separately or subject to separate Contractor's OH or Fee amounts. Any Allowances actually spent within the definition of the Cost of the Work shall be included as a Cost of the Work and shall not be calculated separately or subject to separate Contractor's OH or Fee amounts. At the completion of each Task Order, the City will issue a Change Order deducting from the Task Order GMP any funds unspent from any Allowances, Contractor's Contingency, and Owner's Contingency.

VII. CONTINGENCY.

A. Contractor's Contingency. The Maximum Contract Amount includes construction contingency ("Contractor's Contingency") for the entire scope of the Work which may be allocated by the Contractor as needed in Task Order(s) or Change Orders.

1. Contingency Accounting. During the course of the Work, some budget line items may exceed the estimated amounts and others may cost less than the amounts specified in a Task Order. Contractor may allocate Contractor's Contingency to budget overruns which are properly reimbursable as Cost of the Work, but not the basis for a Change Order, such as when the Work is unclear, incomplete or conflicting, additional resources are necessary to recover lost time to maintain the schedule, or delays caused by market conditions, labor disputes, abnormal weather or other similar costs if the delay is not the result of intentional or grossly negligent acts or the costs thereof are not recoverable from a subcontractor or third-party. These costs also may include, without limitation the costs to correct defective, nonconforming or damaged work unless such defective work is covered by insurance or is the result of intentional or grossly negligent acts and costs, including legal fees, for contractual disputes, with parties other than the City.

2. Notice. So the Parties can arrive at the most economical and schedule sensitive solution, Contractor shall notify the City a minimum of five (5) business days prior to allocating Contractor's Contingency. If after waiting five (5) business days and seeking consultation from the City, Contractor may proceed with allocating Contractor's Contingency without authorization from the City. Contractor takes responsibility for ensuring all Contractor's Contingency use is allowable under the terms this Contract and shall provide a periodic reconciliation of contingency credits and expenditures in a format acceptable to the Project Manager.

B. City's Contingency. The Maximum Contract Amount includes funds for the City's sole use as the "City's Contingency." The City's Contingency will be used at the sole discretion and approval of the City for items such as changes to the Scope of Work

that are initiated and requested by the City, unforeseen conditions, and for overruns in allowances due to choices made by the City related to the allowance. The City's Contingency shall not be used for any other purpose other than changes initiated by the City. Any unused portion of the City's Contingency shall be returned to the City upon completion and/or expiration of this Contract.

VIII. PERSONNEL ASSIGNMENTS

A. Key Personnel. Contractor and its subcontractors performing professional services including design and engineering services and construction management shall assign all key personnel identified in this Contract to perform work under this Contract ("Key Personnel") unless otherwise approved in writing by the SVP or their authorized representative. In the event DocuSign Envelope ID: 8D86B3D2-1BE3-43B0-AA05-EBB2AEE07324 13 PCL Construction Services, Inc. Contract #202262907-00 that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

B. Removal of Personnel. If, during the Term of this Contract, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Consultant or its subcontractor(s), is not acceptable or that any such personnel is no longer needed for performance of any work under this Contract, the Project Manager shall notify Consultant and may give Consultant notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the personnel, as applicable. With regard to removal because the conduct of Contractor's Personnel, whether Key Personnel or not, General Conditions 312 shall apply.

IX. VERIFIED STATEMENTS 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.

X. DISPUTES

All disputes arising under or related to this Contract shall be resolved by administrative hearing under the procedures described in Denver Revised Municipal Code Section 5-17 ("D.R.M.C.") and all related rules and procedures. The determination

resulting from said administrative hearing shall be final, subject only to Contractor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

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

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

D. Insurance coverage requirements specified in this Contract shall in no way lessen or limit the liability of 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.

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

XII. 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.

XIII. LIQUIDATED DAMAGES.

If Contractor fails to achieve Substantial Completion of the Work within the Contract Time or fails to substantially complete the Work described in the Scope of Work within the time set forth in the Special Conditions, the City will suffer substantial damages, which damages would be

difficult to accurately determine. The Parties hereto have considered the possible elements of damages and have agreed that the amount of liquidated damages for Contractor's failure to substantially complete the work within the Contract Time or to substantially complete the work described in Milestone Areas within the time set forth in the Special Conditions or applicable Task Order shall be as provided in the Special Conditions or 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.

XIV. INSURANCE REQUIREMENTS.

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

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

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

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

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

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

E. The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to

waive by any provisions of this Contract, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

XV. 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.

XVI. 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.

XVII. ASSIGNMENT.

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

XVIII. APPROPRIATIONS.

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

XIX. 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.

XX. 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.

XXI. NO DISCRIMINATION IN EMPLOYMENT.

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

XXII. COORDINATION OF SERVICES.

Contractor agrees to perform its Work under this Contract in accordance with the operational requirements of DEN, TSA, and FAA, as set forth in each Task Order, 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. Contract shall perform the following coordination efforts:

A. Contractor agrees to cooperate and coordinate fully with the City in its performance of the Work to meet or exceed the City's time and budgetary objectives and limitations, while maintaining the City's commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the construction of general public improvements.

B. Contractor shall throughout the Term of this Contract facilitate coordination, communication, and cooperation regarding its performance hereunder between the City, DEN, the Project Manager, the Design Consultant, and other City consultants and any affiliated entities. In addition, Contractor shall coordinate its efforts under this Contract with all involved governmental and regulatory entities.

C. Contractor shall be responsible for taking accurate and comprehensive minutes at all construction meetings attended by Contractor regarding the Project. Those minutes shall be prepared in a format approved by the Project Manager and issued to all attendees, as well as those other parties designated by the City, no later than three working days after the meeting. Unless approved in advance in writing by the Project Manager and to the greatest extent practicable, Project meetings with the City shall be conducted in the City and County of Denver, Colorado.

D. Contractor shall use its best efforts and take all necessary precautions to protect and prevent damage and/or disruption to all City facilities and equipment, and shall coordinate all ingress and egress requirements with appropriate persons and agencies

XXIII. COMPLIANCE WITH ALL LAWS AND REGULATIONS.

A. Consultant 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. Consultant shall perform all work in compliance with Executive Order 123 regarding Sustainability, including the requirement that all new City buildings and major renovations will be certified to the applicable LEED Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Consultant also shall comply with all applicable DEN design and construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at:

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

XXIV. PROMPT PAYMENT.

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

B. Final Payment to 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 Contractor. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from Contractor's compensation because of penalty, liquidated damages or other sums withheld from payments to contractor(s).

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

XXV. OWNERSHIP AND DELIVERABLES.

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

XXVI. COLORADO OPEN RECORDS ACT.

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

B. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor’s objection to disclosure, including prompt reimbursement to the City of all reasonable attorney’s fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate specified in Section 5.

XXVII. EXAMINATION OF RECORDS AND AUDITS.

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

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

D. Review of Subcontracts and Subcontractors. Contractor shall provide the City with an executed copy of any subcontracts (including contracts with suppliers, materialmen or other vendors) including Change Orders or other documentation regarding scope and type of work entered into by Contractor in furtherance of the Work if specifically requested by the City. The City may audit the Subcontractor's books and records for the purpose of determining compliance with progress payments, invoicing, and conformance with the Contract Documents and City, State or Federal law and regulations.

XXVIII. PREVAILING WAGE REQUIREMENTS.

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

Date bid or proposal issuance was advertised [Click here to enter text.](#)

If contract opportunity was not advertised, date of written encumbrance [Click here to enter text.](#)

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

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

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

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

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

XXIX. MINIMUM WAGE REQUIREMENTS.

To the extent required by law, Contractor shall comply with and agrees to be bound by all requirements, conditions, and City determinations regarding the City's Minimum Wage

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

XXX. COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS.

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

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

1. Contractor shall comply the Equity, Diversity and Inclusion Plan attached as *Exhibit O* ("**EDI Plan**") and as it may be modified in the future by DSBO. Unless a separate Utilization Plan is required by DSBO, the EDI Plan shall constitute the Utilization Plan required by D.R.M.C. § 28-62.

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

3. If change orders or any other contract modifications are issued under the Contract, 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 such contract, upon any of the bases under § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.

4. If change orders or other amendments or modifications are issued under the contract that include an increase in the Scope of Work of this Contract, whether by amendment, change order, force account or otherwise, which increases

the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be promptly submitted to DSBO for notification purposes.

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

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

7. Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.

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

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

XXXI. SENSITIVE SECURITY INFORMATION.

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

XXXII. 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.

XXXIII. FEDERAL RIGHTS.

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

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

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

3. Occupational Safety and Health Act: This Contract incorporates by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free

from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and any subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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

XXXIV. 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.

XXXV. 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 PAGE FOLLOWS]

EXHIBIT E

**REQUEST FOR PROPOSALS AND
CONTRACTOR'S RESPONSE TO REQUEST FOR
PROPOSAL AND FORMS**



REQUEST FOR PROPOSAL

PHYSICAL ACCESS CONTROL SYSTEM- PHASE II

NO. 201952747

AUGUST 11, 2021

REQUEST FOR PROPOSALS (RFP)

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

Contract Administrator (CA): Randy Mata
E-Mail: contract.procurement@flydenver.com

Request for Proposals #201952747

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, August 11, 2021 |
| Pre-Proposal Conference | Thursday, August 19, 2021 at 2:00 PM Denver Local Time |
| Last Date to Submit Written Questions | Friday, August 27, 2021, by 2:00 PM Denver Local Time |
| Proposal Due Date | Monday, September 13, 2021, by 2:00 PM Denver Local Time |

Pre-Proposal Conference – MANDATORY

A **MANDATORY** Pre-Proposal Conference will be held virtually via Microsoft Teams at 2:00 PM LOCAL TIME on Thursday, August 19, 2020. All participants are required to sign up for the Pre-Proposal Conference via:

<https://www.eventbrite.com/e/mandatory-pre-proposal-meeting-den-physical-access-control-system-phase-2-tickets-162484594797>

Registration must be completed no later than 12:00 PM LOCAL TIME on Tuesday, August 17, 2021.

At this conference, DEN representatives will explain the opportunity and answer questions regarding this RFP, including any written questions submitted to DEN prior to the conference. A representative of your firm must attend this Pre-Proposal Conference. Failure to attend the mandatory Pre-Proposal Conference will disallow proposer from submitting a proposal in response to this RFP.

Microsoft Teams link will be provided to all registered participants via email.

Site Visit - MANDATORY

The **Mandatory** site visit is scheduled for Friday, August 20, 2021. **Pre-registration for a time slot is required.** Site visits will occur at 10:00 AM and 12:00 PM Denver Local Time. All site visits will visit

the same locations in the same order and participants will be provided the same information. Participants will meet on their scheduled day and time in front of the Airport Office Building (AOB), located on the 6th floor of the Jeppesen Terminal at Denver International Airport, 8500 Pena Boulevard, Denver, CO 80249. Please arrive at least 15 minutes prior to the start of your scheduled site visit.

You must attend the Mandatory Pre-Proposal Conference in order to participate in the Mandatory Site Visit. All participants are required to sign up for the Mandatory Site Visit via:

<https://www.eventbrite.com/e/mandatory-site-visit-den-physical-access-control-system-phase-2-tickets-166732251653>

Registration must be completed no later than 12:00 PM LOCAL TIME on Tuesday, August 17, 2021.

RFP Questions

DEN will not answer any telephone inquiries about this RFP. Written questions are due by 2:00 PM Denver Local Time on Friday, August 27, 2021 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.** All questions and answers will be posted on the BidNet website at the link below following the deadline for submittal of questions.

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

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>

Minority and Women-Owned Business Enterprise Participation

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

15% Minority and Women-Owned Business Enterprise (MWBE) Participation Goal

Project goals must be met with certified participants as set forth in Section 28-60, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-62 D.R.M.C. A draft utilization plan is a required submittal as part of the response to this RFQ and it will be scored. DSBO's approval of the utilization plan will be required prior to receiving an executed contract or notice to proceed.

General Statement of Work

The scope of this project involves the preconstruction services to enable the replacement of the existing physical access control system (PACS) for all of Denver International Airport (DEN). This replacement includes physical elements of the system, such as card readers and associated infrastructure, plus associated software. The initial design of this project has already been completed by a separate design firm which developed a set of 60% design documents. In this Request for Proposal (RFP) solicitation, DEN is seeking a firm that will provide preconstruction professional services to assist the initial designer, as the initial designer evolves the 60% design documents into a full 100% design package. The preconstruction professional services in this procurement will include assisting the existing design team (who operate under a separate contract) who will complete construction design documents to 100%; soliciting a variable hardware/software provider; providing estimates and schedule services; value engineering; and advising on construction feasibility and alternate solutions of the final 100% design.

The firm selected through this procurement process shall also develop a Guaranteed Maximum Price (GMP) proposal to implement the 100% design package as a final deliverable. The GMP proposal will then be evaluated and negotiated as a separate contract and if accepted by DEN and awarded, the firm selected through this procurement may also act as a Construction Manager at Risk (CMaR) to implement the final design. The proposer is required to submit a Project Specific Permission Application to prequalify at \$50M, which applies to the estimated cost of the selected firm to complete the construction of this project.

The following preconstruction professional services will be completed as part of this scope of work:

- Manage and oversee demonstrations for DEN stakeholders of PACS technology by potential solution providers;
- Collaborate with DEN stakeholders on the solution requirements to evaluate and select a solution provider;
- Utilize DEN Building Information Modeling (BIM) standards to record project assets in Maximo;
- Work with the designer of record to deliver design details for all doors and end-devices for the 100% design package;
- Create a detailed schedule for preconstruction and construction phases;
- Provide a Guaranteed Maximum Price (GMP) cost proposal for implementation of the 100% design based on completed design. This GMP will include a utilization plan to achieve the expected goals participation which will be determined based on the 100% design.

If the GMP proposal is accepted by DEN and awarded, the firm selected through this procurement shall also complete all required software and hardware solution subcontracts with a solution provider to implement the design.

Prequalification

Each bidder must be prequalified in Specialty Category 4 – Access Control System at or **above the \$50,000,000.00** monetary level in accordance with the City’s Rules and Regulations Governing Prequalification of Contractors. Each bidder must have submitted a prequalification application a minimum of ten (10) calendar days prior to the response due date. Applications must be submitted via email to pw.prequal@denvergov.org.

A Submitter who desires to be prequalified in the Specialty Category 4 – Access Control System must follow the application process, as defined in the Rules for Prequalification of Construction Contractors, effective 4/1/2013. The Prequalification process requires the Submitter must demonstrate Security Access Control system installation experience. Security Access Control System integration and programming experience. A working knowledge of Transportation Security Regulation (TSR) 1542 requirements. Quality control requirements at a commercial airport, and the ability to maintain PACS operation during construction.

Contractors/subcontractor applying for project specific permission including the Specialty Category should demonstrate similar work experience within the past five (5) years at a commercial airport.

These Project Descriptions to be submitted with the Prequalification Application should contain the following information:

- Project name and date of completions
- Project scope of work
- Position on the project (Construction Manager, Prime General Contractor, Subcontractor, etc.)
- Reference contact information
- Project bid price
- Delivery Method (Design-Bid-build, CM/GC, Design/Build, etc.)
- Project completion price

To view the Rules and Regulations and to obtain a prequalification application, please visit our website at www.denvergov.org/prequalification.

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 Content Narrative as outlined in Section IV

- Proposal Forms - all complete and signed
 - Proposal Acknowledgement Letter – filled out completely and acknowledge all addenda
 - Proposal Data Form
 - Disclosure of Legal & Administrative Proceedings & Financial Conditions
 - Proposal Declaration
 - List of Proposed Non-M/WBE Subcontractors
 - Certification of Non-Segregated Facilities
 - Equal Opportunity Report Statment
 - Form W-9
 - Certificate of Good Standing
 - Proposal Disclosure

- DSBO Forms
 - DSBO Form: Commitment to MWBE Participation
 - DSBO Form: 1B- List of Proposed Subcontractors, Subconsultants, and/or Suppliers
 - MWBE Utilization Plan

- 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 E - <http://business.flydenver.com/bizops/documents/exhibitE-CoreStaffLabor-ProfSvcs.xlsx>

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I. CITY, AIRPORT AND PROJECT OVERVIEW

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

Each procurement opportunity is to be approached with ethical and honest behavior. The City will solicit, evaluate, and award contracts based upon the Proposer's approach, proven experience, ability to perform work, costs, and pricing. DEN is looking for Proposers that demonstrate a history of integrity, stewardship, innovation and humanity. We are looking for firms that share these values with us and will approach this contract with them at the forefront.

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

In accordance with procedures described herein, you are hereby invited to submit a 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 January 2022 and has a scheduled duration of approximately one year (1) with the option 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.

II. SCOPE OF WORK

The Scope of Work proceeds this page.

EXHIBIT A

SCOPE OF WORK

A. SCOPE OF PRECONSTRUCTION SERVICES

PRECONSTRUCTION MANAGER SERVICES

1.1 PRECONSTRUCTION SERVICES

A. Preconstruction services of the Contractor shall include the following:

1. Advise, assist, and provide recommendations on the planning and design of the work to DEN. Provide a thorough constructability review of the design documents.
2. Substantial completion of the construction work no later than the 3rd Quarter of 2024 is imperative to the project's success. Advise DEN on design concepts and project design and a bid package schedule to facilitate or accelerate the project completion schedule. Further, assist in establishing the ideal date to award the negotiated construction contract.
3. Provide information, estimates, schemes, and advice. Advice will influence decisions on construction phasing, temporary facilities, and temporary access routes and detours with the goal of minimizing disruption to the public, tenants, and airport operations. Included in this effort is the design of temporary structures, traffic control measures, and way-finding signage.
4. Develop information and advise regarding value engineering decisions. Provide information on construction materials, methods, systems, phasing, and costs to assist in determinations aimed at providing DEN with the highest quality facility within the project budget.
5. Provide input to DEN regarding current construction industry practices, labor market, and material availability.
6. Review in-progress design documents and provide advice with respect to completeness, clarity, construction feasibility, alternative materials/methods, and long-lead material procurements.
7. Recommend a bid package strategy that identifies the division of the work to facilitate bidding and award of trade contracts, considering such factors as the sequence of construction, minimizing disruption of existing facilities, improving or accelerating construction completion, and other related issues. Provide a proposed bidding and subcontracting award schedule. This shall include pre-purchasing and expediting recommendations for long-lead materials in order to meet necessary delivery dates and avoid construction delays. The bid package strategy shall also include process for acquiring small business participation.
8. Recommend a procurement strategy for the access control system subcontractor that will integrate the access control system installation into the construction of the entire project. Under the preconstruction services contract, the access control system subcontractor shall work with DEN on the final design documents, including coordination of equipment that will be provided, construction phasing, start up, and commissioning of the new system while maintaining existing operations. DEN and the design team will provide input on the CM's final selection of the access control system subcontractor.
9. Continuously monitor the project schedule and recommend adjustments in the design

documents or construction bid package to ensure completion of the project within the approved construction schedule, consistent with the need to minimize disruptions to tenants, the public, and airport operations.

10. Develop a schedule of values that breaks down the construction work activities into easily defined values for invoicing purposes.
11. Cost Management: Prepare construction cost estimates for the project throughout the design phases of the work. This may include assisting with DEN reviews of cost reports as work progresses.
 - a. Initially, assist DEN in reviewing the schematic design information. Preparation of schematic design documents for the project will be 60% complete at the time the CM is awarded the preconstruction services contract.
 - b. Develop a construction cost estimate when the design documents have reached 60 "percent" and 90 "percent" completion. Identify all allowances remaining in the estimate and define the assumptions in the allowances. Identify differences, if any, between the most recent estimate and the previous version. If the estimate exceeds the construction budget, make quantitative recommendations to DEN to reduce the estimated costs to stay within the budget.
 - c. As the design progresses through the construction drawing phases, continue to review the cost jointly with DEN, with the objective of maintaining the cost estimate within the budget by exploring alternatives and options.
 - d. The detailed cost estimate may be used in negotiation of the NCP.
12. Prepare a detailed resource-loaded critical path construction schedule for monitoring progress and managing the work.
13. Construction Phasing Plan:
 - a. Phased construction is required to maintain airport operations, which are active 24 hours a day, 7 days a week. Considerable attention will be required for construction phasing, relocation of existing infrastructure, safety, and security.
 - b. Work with DEN to develop a detailed construction phasing plan with diagrams. Central to the plan will be the need to manage and complete the construction with minimum impact to airport and tenant operations, TSA security activities, airport employees, and the traveling public.
14. Work with DEN to establish procedures for expediting and processing all shop drawings and other submittals, requests for information (RFIs), and other documents.
15. Prepare and finalize safety, environmental, commissioning, and quality control programs, including a means of implementing.
16. Any construction work prior to Notice to Proceed under the negotiated construction agreement will be done under a separate contract independent of this preconstruction services contract.

B. SCOPE OF CONSTRUCTION SERVICES

CONSTRUCTION MANAGER SERVICES

1.2 CONSTRUCTION SERVICES

- A. Contractor may be required to perform minor construction activities as part of the pre-construction professional services phase. These construction activities are anticipated only in support of the pre-construction professional services to complete the design assistance, construction schedule and cost estimates, evaluation of solution providers and integration feasibility, and development of the GMP.
1. As the construction documents for the project are finalized, the CM shall continue to review the estimate and reconcile any differences with DEN on costs, schedule, constructability, and work phasing issues. The Contractor shall continue to provide input on alternate methods, details, and systems to DEN, and continue with value engineering reviews of the work.
 2. Solicit and publicly conduct software/hardware system integrator subcontractor bidding for all construction work except that which is specifically exempted by DEN.
 3. Maintain a qualified, full-time project manager and superintendent with needed staff at the job site (during construction activities) to coordinate and provide direction of the work. Include quality control manager, project controls and scheduling engineers, and project site safety manager for appropriate durations.
 4. Maintain the critical path schedule and keep DEN fully advised of work progress status.
 5. Make all cost and budget estimates, including supporting materials and records, available to DEN. Provide monthly reports of actual costs and work progress as compared to estimated cost projections and scheduled work progress. Explain significant variations and provide information as requested by DEN.
 6. Phasing and Operational Requirements:
 - a. Follow the construction phasing plan developed during the preconstruction services phase to minimize construction impacts to airlines, tenants, and DEN operations.
 - b. Maintain and update the construction phasing plan as the work progresses, including the design and construction. The construction phasing plan should include the integration of all new security systems into the existing security operations. No construction activities will be allowed to impact the operations of the existing system or cause any security breaches or violations with regulatory agencies.
 7. Implement an effective quality control plan for all construction and inspect the work as it is being performed to ensure that materials furnished and quality of work performed are consistent with the plan, as well as complying with the construction documents and industry standards.
 8. Implement an effective safety program.
 9. Implement procedures for processing shop drawings and other submittals, RFIs, and other documents.
 10. Implement programs for maintaining current job site records and labor relations, as a minimum.
 11. Work with DEN, the City and County of Denver and all other governmental agencies to obtain permits when necessary.
 12. Review and process all applications for payment by subcontractors and material suppliers in accordance with the terms of their contracts. Review and resolve, on behalf of DEN, all subcontractors' and/or material suppliers' requests for additional costs.

with DEN operations personnel and airport tenants to provide an opportunity for efficient communication of issues and upcoming events and to better ensure orderly progress of the work. Prepare and distribute minutes of the meetings, and schedule and conduct other necessary project meetings such as special task forces, cost forecasting, change issues, and status and quality control meetings.

14. Resolve, on behalf of DEN, all disputes that may arise between the CM's subcontractors and/or suppliers as a result of the construction.
15. As construction is completed, provide the following closeout services:
 - a. Perform the necessary work to assure DEN that the facility operates as designed before the facility is deemed substantially complete.
 - b. Coordinate and expedite the submittal of record documents.
 - c. Organize and index operations and maintenance manuals.
 - d. Provide all required training of DEN personnel in the operation of installed equipment and systems.
 - e. Assist in securing occupancy permits.
 - f. Provide continuing change order review and processing services.
 - g. Prepare final report of all construction costs. Assist DEN in reviewing final cost report and all supporting documentation. Provide lien waivers from all subcontractors and material suppliers.

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 2, 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, Randy Mata 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 **Minority Business Enterprise and Women Business Enterprise Participation**

The City is committed to advancing its vision of small business equity and sustainability through growing the capacity of our small, minority and women-owned businesses, which shall include certified small, minority, and women-owned businesses. The City will provide significant opportunities among these businesses and ensure they benefit from the contract. Aligning with the Division of Small Business Opportunity ("DSBO") mission to strengthen the City's small, minority, and women-owned business community, this contract's small business engagement initiatives are intended as a part of the City's commitment to ensure, small, minority, and women-owned businesses are actively and impactfully participating throughout the life of the Project.

Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), referred as the "MWBE Ordinance" and any Rules or Regulations promulgated pursuant thereto apply to this Project and will be incorporated into any agreement entered as part of this selection process. Under the MWBE Ordinance, the Director of DSBO ("Director") has the authority to establish participation goals for expenditure on construction, reconstruction, remodeling, professional and design work performed for the City and County of Denver. The participation goal is stated in the Notice of Request for Qualifications bound herein.

In order to comply with the submittal requirements, a Commitment to MWBE Participation Form, 1B - List of Proposed Subcontractors, Subconsultants, and/or Suppliers, and an MWBE Utilization Plan must be submitted. The execution of the contract will be conditioned on a DSBO Approved MWBE Utilization Plan.

1. Failure by the Contractor/Consultant awarded the contract to comply with MWBE Ordinance requirements and its accompanying Rules and Regulations 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. If a Proposer is participating in a joint venture with a certified MWBE firm, submit the firm's Joint Venture Agreement, to DSBO, **at least 10 working days prior to the submittal.** The Joint Venture must be approved prior to the submittal date by DSBO. Approval by DSBO includes determining the MWBE portion of work the Joint Venture will count towards meeting the participation goal.
2. The Proposer shall submit completed DSBO Form entitled: Commitment to MWBE Participation and 1B – List of Proposed Subcontractors, Subconsultants, and/or Suppliers. The proposer shall submit a

Commitment to MWBE participation for the participation goal assigned to this project. The 1B- List of Proposed Subcontractors, Subconsultants, and/or Suppliers shall include identified firms that will be utilized on this project. The committed participation level will be inserted into the contract and the Proposer must comply during the life of the contract.

3. The MWBE Utilization Plan, is the Proposer's written approach and strategy to the overall administration of their MWBE Program (including the expectations of the lower tier MWBE contractors). DSBO will review and score each proposer(s) submitted utilization plan. The selected proposer(s) shall collaborate with DSBO on an approved utilization plan. Upon Approval by DSBO of the Proposed Utilization Plan, the Proposed Utilization Plan shall be referred to as the "Approved Utilization Plan." Thereafter, the contractor/consultant is required to prepare and submit to DSBO an updated MWBE Utilization Plan, on a minimum of an annual basis for DSBO approval throughout the contract duration. The consultant will be required to comply with the MWBE Ordinance, any Rules and Regulations and the most current DSBO approved version of the MWBE Utilization Plan and the contents within such plan.

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 2, 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, an Exhibit E, Submittal 2 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, an Exhibit E, Submittal 2 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 an Exhibit E, Submittal 2 in lieu of a Certified Audited Statement.
 4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the 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 **print the completed form and include the hard 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://fs7.formsite.com/CCDenver/form161/index.html>

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

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 Conformed Technical Specifications and Contract Documents

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

III-27 Site Inspection and Investigations

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

Drawings and Specifications which define the Work to be done were prepared on the basis of interpretation by design professionals of information derived from investigations of the work site and site

condition data provided by the City. Such information and data are subject to sampling errors, and the interpretation of the information and data depends to a degree on the judgement of the design professional. In view of this, the Proposer is invited to make additional investigations as the Proposer's judgement dictates the need for such investigations.

Because the proposal information cannot be guaranteed, the Contractor shall have assumed the risks attendant to successful performance of the Work, except for the risk of encountering differing site conditions which are defined in the General Conditions and shall never make claim for additional payments or time extensions on the grounds that the nature or amount of Work to be done was not understood by the Proposer at the time of proposal submission.

III-28 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-29 Permit Fees

[IF APPLICABLE]

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-30 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-31 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-32 Payment & Performance Bond

After the City and Contractor agree to a maximum Project price and before work begins under the CM/GC Contract, the awarded Contractor will be required to submit Payment & Performance Bonds which guarantees it will fulfill its contractual obligations under the project and guarantees it will pay its subcontractors, material suppliers and/or laborers for any work and materials provided. The amount of the Bonds will be 100% of the Maximum Contract Amount of the CM/GC Contract. 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 CM/GC Contract, it must compensate the City up to the full amount of the Bonds.

III-33 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 2, 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 2, 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 20 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 E 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 2, 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. Understanding the Project |
| 3. Proposed Work Plan and Approach |
| 4. Key Personnel and Ability to Respond |
| 5. Company Experience & Qualifications |
| 6. Additional information |

1. Cost Effectiveness and Schedule

- A. 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 M/WBE goal. Describe methods used to manage subconsultants to maintain effectiveness and quality.

- B. Discuss the plan for managing and tracking the cost for the work. Include descriptions of cost tracking tools and summary reports.
- C. Describe experience and expectations for labor and materials availability on this project. Explain the plan to generate sufficient subcontractor and/or material supplier competition in the bidding to minimize project costs.
- D. Explain how the proposer will approach the cost estimating and value engineering work.
- E. Provide a preliminary construction schedule. Describe approach to managing the schedule, taking into consideration operational, regulatory, security, and access issues. Include a discussion on elements that put the schedule at risk and if appropriate, an approach to accelerate the schedule and the premium cost to do so.
- F. Describe the proposed method of documenting the line item components of the NCP and the method of determining whether project changes are inside or outside the scope of the NCP.

2. Understanding the Project

- A. 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.
- B. Identify Key Issues and Constraints: To clearly show an understanding of the scope and complexity of the work, identify key issues and/or potential constraints and risks anticipated for the project, including areas of design, construction, and management. Describe the process to resolve these challenges and maintain the progress of the work.

3. Proposed Work Plan and Approach

- A. Prepare a description of the Proposer's project management and organizational approach, and methods for performing the Scope of Work. This should 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.

- B. Describe the Proposer's existing project management and construction 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, Microsoft Word, Oracle Primavera P6 and Unifier systems.
- C. Describe the proposer's commissioning process as it relates to commissioning and starting up the new access control system to minimize any security issues related to the transition between systems. Discuss how the CM/GC's team (including software/hardware system integrator) will interface with the design team and DEN in the commissioning process.
- D. Describe your plan for providing services in the preconstruction and construction phases.
- E. Describe the proposer's quality control plan and how it will be implemented.

Explain the preliminary approach and ideas for the work coordination process that would be employed to ensure minimal disruption to DEN, airlines, airport tenants, airport stakeholders and services, and minimal inconvenience to the public while demonstrating the security system improvements are achieved as quickly and economically as possible. With the understanding that a team effort by DEN, designers, and the selected proposer will be required to develop an approach to the design and construction sequence, include a discussion of the process employed to develop phasing to minimize disruptions to operations.

- F. Explain plan to establish and maintain good relations and foster open and productive communications with DEN, designer team, airport personnel, security operational staff, subcontractors, and airport tenants

4. Key Personnel and Ability to Respond

- A. Provide a project organization chart showing the proposed staff for this job, including all professional staff in the following areas: Project management, corporate oversight and administration, engineering and estimating, construction management/supervision, safety, project controls, and quality control. Clearly identify field staff versus offsite staff.
- B. Include resumes for all key individuals shown on the chart and indicate the approximate percentage of the time each person will be working on the project during the design and construction phases of the work. Resumes should include education, work history, length of tenure with this company, and experience in the role proposed for this project.
- C. Describe the duties and responsibilities for all key staff positions.
- D. Identify corporate resources which will be providing support to this project, and identify key personnel responsible for overseeing these resources' performance.

- E. Provide an organizational chart of the company. Include all wholly owned subsidiary companies and define their relationship in providing personnel or equipment for the project.

The Exhibit E (Core Staff Labor Rate) is specific to the individual employee assigned to the project, not the job title. All salaried Core Staff personnel or hourly employees not covered by Prevailing Wage for both the Contractor and subcontractor(s) assigned to this Contract must have their Overhead Multiplier Factor and individual hourly billing rates approved prior to commencing work at DEN. Any subsequent change(s) in personnel from those identified in the original Contract must also have their hourly billing rate approved prior to commencing work at DEN.

Exhibit E:

<http://business.flydenver.com/bizops/documents/exhibitE-CoreStaffLabor-ProfSvcx.xlsx>

Exhibit E is to be submitted as a separate electronic file.

5. Company Experience & Qualifications

- A. Please discuss your experience and approach to providing the services detailed in the Scope of Work, above at other Airports (minimum of 2 within the last 5 years) and other high security facilities. 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 should 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
- B. Describe your safety program, including training, hazard identification, and audit/inspection. Include specific information on subcontractor and employee accountability for safety, formal disciplinary program, and copies of OSHA 300 Log for the past three years.

6. 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. | Understanding the Project |
| 3. | Proposed Work Plan and Approach |
| 4. | Key Personnel and Ability to Respond |
| 5. | Company Experience & Qualifications |
| 6. | Additional information |

END OF INSTRUCTIONS TO PROPOSERS

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

City and County of Denver
Denver International Airport

Proposer: _____ Date: _____

Michael Sheehan, – Senior Vice President
Airport Infrastructure Management
Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated July 23, 2021 for RFP NO. 201952747, 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 List of Proposed Non-M/WBE Subcontractors

Proposer Company Name: _____

RFP Name: _____

RFP No.: 201952747

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

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

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

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

List of Proposed Non-DBE Subcontractors

| | | |
|---|--|--|
| Name: _____ Address: _____ Phone: _____ | | |

This page can be duplicated if additional sheets are required

Attachment 1, Part 6 Certification of Non-Segregated Facilities

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

Dated: _____

Proposer Company Name: _____

By: _____

Title: _____

Attachment 1, Part 7 Equal Opportunity Report Statement

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

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

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

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

1. The Proposer has ___ 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: _____

VII. ATTACHMENT 2, M/WBE FORMS

DSBO FORMS

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

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



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

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

COMPLETE IF YOU ARE A NON MWBE PRIME:

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

COMPLETE IF YOU ARE A MWBE PRIME:

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

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

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

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

Bidder/Proposer (Name of Firm):

Firm's Representative:

Title:

Signature (Firm's Representative):

Date:

Address:

City:

State:

Zip:

Phone:

Email:



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
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.** Any certified firm listed must be certified by the City and County of Denver. 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: | |
| Total Proposed Contract Value \$: | Self-Performing Contract Value \$: | |

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

| | |
|---|--------|
| 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: | Phone: |
| 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: | Phone: |
| 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: | | |

VIII. 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 contract document.

Form **W-9**
 (Rev. August 2013)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|---|--|--|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

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

| Social security number | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

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

| Employer identification number | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

IX. ATTACHMENT 4, INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

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

EXHIBIT C

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

1. General Information

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

1.2 ROCIP Manuals

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Safety Manual](#)

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

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

2.1 Certificate Holder

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

2.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

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

2.3 Coverage and Limits

2.3.1 Commercial General Liability

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

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

2.3.1.2 Coverage shall include Mobile Equipment Liability.

2.3.2 Business Automobile Liability

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

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

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

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

2.3.2.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a 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 **[Exhibit A]**.

2.3.5 Contractor's Pollution Legal Liability

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

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

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

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

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

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

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

2.3.7 Unmanned Aerial Vehicle (UAV) Liability

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

2.3.7.1 Express written permission must be granted by DEN.

2.3.7.2 Express written permission must be granted by the Federal Aviation Administration (FAA).

2.3.7.3 Drone equipment must be properly registered with the FAA.

2.3.7.4 Drone operator(s) must be properly licensed by the FAA.

2.3.7.5 Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

2.3.8 Excess/Umbrella Liability

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with

which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

2.4 Reference to Project and/or Contract

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

2.5 Additional Insured

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

2.6 Waiver of Subrogation

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees and volunteers 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 or non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.

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

2.8 Additional Provisions

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

2.8.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.

2.8.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included.

2.8.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.

2.8.5 Coverage limits purchased by Contractor greater than the minimum amounts required under this Agreement must be referenced on any provided certificate of insurance and extended to the benefit of the City.

2.8.6 All policies shall be written on an occurrence form when available. If an occurrence form is unavailable, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an

- extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 2.8.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
 - 2.8.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
 - 2.8.9 The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
 - 2.8.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
 - 2.8.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
 - 2.8.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.

3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors

3.1 Insurance Provided by the DEN ROCIP

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

3.2 Enrollment Required

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

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

Contractor shall exclude from Contractor's cost of work and ensure that each subcontractor of any tier exclude from their cost of work, normal costs for insurance for those coverages provided under the DEN ROCIP. As part of the enrollment process, Contractor and subcontractors shall provide policy declaration rate pages and deductible endorsements on the General Liability, Workers' Compensation, and Excess

Liability policies as required in the DEN ROCIP Insurance Manual. The calculation of these costs will be determined by the ROCIP Program Administrator. The costs of DEN ROCIP coverage includes reductions in insurance premiums, all relevant taxes and assessments, markup on insurance premiums, and losses retained through large deductibles, self-insured retentions, or self-funded programs. Change orders shall also exclude the cost of ROCIP coverage.

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

3.4 Insurance Premiums

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

3.5 Off Site Operations Coverage Under ROCIP

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

3.6 DEN ROCIP Insurance Manual

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

3.7 Conflicts

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

3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

3.8.1 Insurance Provided by DEN

Unless otherwise provided herein, prior to commencement of the Work, DEN, at its sole option and expense, shall secure and maintain at all times during the performance of this Contract the

insurance specified below, insuring DEN, Enrolled Parties and such other persons or interests as DEN may designate with limits not less than those specified below for each coverage.

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

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

3.8.1.2 Commercial General Liability – On Site Only

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

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

3.8.1.3 Excess Liability Insurance

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

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

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

3.8.1.4 Contractor's Pollution Liability

DEN shall maintain coverage for bodily injury, property damage, or environmental damage caused by a pollution event resulting from covered operations, including completed operations, at the Project Site with a limit no less than \$10,000,000 each

occurrence and aggregate. Coverage includes microbial matter and legionella pneumophila in any structure on land and the atmosphere contained with the structure. Products/Completed Operations coverage may extend for the statute of limitations/repose after final completion of the Project.

3.8.1.5 Builder's Risk Insurance

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

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

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

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

3.8.2 Claim Chargebacks

3.8.2.1 Commercial General Liability Insurance Claim Chargeback

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

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

3.8.2.2 Contractor's Pollution Liability Insurance Claim Chargeback

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

3.8.2.3 Builder's Risk Insurance Claim Chargeback

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

3.9 Other Insurance Provided By Enrolled Parties

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

3.9.1 Certificate Holder

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

and

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

3.9.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

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

3.9.3 Commercial General Liability – Off Site Only

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

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

3.9.4 Business Automobile Liability

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

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

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

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

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

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

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

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

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

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

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

3.9.6 Professional Liability (Errors and Omissions) Insurance [REMOVE IF NOT PERTINENT PER

SOW.]

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

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

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

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

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

3.9.8 Excess/Umbrella Liability:

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

3.9.9 Reference to Project and/or Contract

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

3.9.10 Additional Insured

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

3.9.11 Waiver of Subrogation

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

3.9.12 Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the

Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in coverage from the requirements herein before the expiration date thereof.

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

3.9.13 Additional Provisions

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

- Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
- 3.9.13.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 3.9.13.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.

4. Contractor Warranties and Agreements

4.1 Accuracy of Contractor-provided Information

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

4.2 Contractor Responsible to Review Coverage

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

4.3 Audit

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

4.4 Insurance Costs Removed

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

5. Contractor Obligations

5.1 ROCIP Documents Shall be Provided to Subcontractor

Contractor shall furnish each bidding subcontractor, vendor, supplier, material dealer or other party a copy of this Exhibit, the DEN ROCIP Insurance Manual and the DEN ROCIP Safety Manual and shall

incorporate the terms of this Exhibit in all contracts and agreements entered into for performance of any portion of the Work.

5.2 Timely Enrollment Required

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

5.3 Compliance with Conditions

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

5.4 Claims Cooperation

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

5.5 Monthly Payroll Submission

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

5.6 Response to Information Requests

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

5.7 Responsibility for Safety

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

5.8 Duty of Care

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

6. Notices and Costs

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

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

6.2 Contractors Responsible for Own Equipment

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

6.3 No Release; No Waiver of Immunity

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

6.4 DEN Right to Withhold Payments

In addition to any other rights of withholding that DEN may have under the Contract Documents, DEN has the right to withhold any payments otherwise due to Contractor in the event of a failure by Contractor or any subcontractor to comply with the requirements of this Exhibit, the DEN ROCIP Insurance Manual

or the DEN ROCIP Safety Manual. DEN may withhold from any payment owing to Contractor the costs of DEN ROCIP coverages if included in a request for payment. Such withholding by DEN shall not be deemed to be a default under the Contract. DEN shall withhold from Contractor the costs of DEN ROCIP coverages attributable to an increase in an Enrolled Party's total payroll for the Work over the amount reported to DEN and/or the DEN ROCIP Administrator at time of enrollment.

6.5 DEN Remedies

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

6.6 Off Site Storage

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

6.7 Partial Occupancy

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

6.8 DEN Right to Exclude Parties from the DEN ROCIP

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

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

If DEN determines that modification or discontinuation of the DEN ROCIP is in the best interest of DEN, the Contractor and subcontractor will receive sixty (60) days advance written notice to secure and maintain such insurance as is required to provide replacement coverage comparable to that provided under the DEN ROCIP. Provided that the foregoing is not the result of any failure by the Contractor or any subcontractor to comply with the requirements of the Contract Documents, the DEN 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: 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:
- (1) Any person or organization that fabricates or manufactures products, materials or supplies away from the Project Site(s) with no direct onsite installation responsibility;
 - (2) Hazardous materials remediation, removal, or transportation companies and their consultants;
 - (3) Any architect, engineer or surveyor and their consultants except when approved by DEN and its insurer(s);
 - (4) Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Site;
 - (5) Contractors and their subcontractors and subconsultants and any employee of an Enrolled Party, who does not work at the Project Site;
 - (6) Any employees of an Enrolled Party who occasionally visits the Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other

reason; however, employees making deliveries to the Project Site for the purposes of off-loading material may be eligible for coverage under the DEN ROCIP.

- (7) Persons or entities who are not Enrolled Parties or included as insureds within the policies;
- (8) Any Day Labor Employees (labor service employees whose coverage is provided by their employer); or
- (9) Any other person or entity specifically excluded by DEN, in its sole discretion, from participation as Enrolled Parties.
- 10) Any other person or entity specifically excluded by DEN, in its sole discretion, from participation as Enrolled Parties.

Insured:
(liability policies) DEN, Contractor and Enrolled Parties and their Eligible Employees and any other party named in the insurance policies.

Insurers: Those insurance companies providing the DEN ROCIP coverage. The insurers will be identified on the issued Certificate of Insurance and in the DEN ROCIP Insurance Manual.

Net Bid: Contractor bids with insurance costs removed because of the obligation of any Enrolled Party to delete insurance costs for coverage provided by the ROCIP from its bid and all change orders. Net bids are subject to verification by the Administrator through the providing of contractors' rate and declaration pages from their Insurance policies.

ROCIP Administrator: The DEN ROCIP Administrator will be identified in the DEN ROCIP Insurance Manual.

ROCIP Insurance Manual A reference document provided to Contractor and subcontractors of all tiers, which summarizes the terms and provisions of the DEN ROCIP and provides information about requirements and compliance.

ROCIP Safety Manual A reference document provided to Contractor and subcontractors of all tiers which contains workplace safety requirements of all Enrolled Parties.

Off Site Work Work performed away from the Project Site.

Payroll: For purposes of the ROCIP only, refers to Unburdened Straight Time Payroll per Workers Compensation Class Code.

Policy Owner: City and County of Denver and Denver International Airport

Project: The Project as defined in the contract documents and as described in the Declarations of the DEN ROCIP insurance policies.

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

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

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

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

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

X. 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 **print the completed form and include the hard copy as part of Proposer's bid/proposal documents. 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://fs7.formsite.com/CCDenver/form161/index.html>

Using the form found in link above, please state whether you have a Diversity and Inclusiveness program for employment and retention, procurement and supply chain activities or customer service, and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Form will provide an opportunity for City 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.

Insert the completed hard copy of the Diversity and Inclusiveness in City Solicitations Form immediately following this page.

XI. 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)**

PRECONSTRUCTION SERVICES AGREEMENT

THIS PRECONSTRUCTION SERVICES AGREEMENT (“Agreement”) 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 (“**Contractor**”) (collectively the “**Parties**”).

RECITALS

WHEREAS, the City owns, operates, and maintains Denver International Airport (“**DEN**”); and

WHEREAS, the City intends to undertake Phase 2 (pre-construction) and, subsequently, Phase 3 (construction) of the Physical Access Control System Project (the “**Project**”) at DEN; and

WHEREAS, the City desires to engage a highly qualified and experienced contractor to expeditiously perform preconstruction services for the Project, including and without limitation, scheduling, cost estimating, constructability review, value engineering, construction packaging and sequencing, subcontractor canvassing and all other preconstruction services necessary to complete a satisfactory final design and construction pricing for the Project; and

WHEREAS, in addition to performing preconstruction services, Contractor will deliver to the City a maximum Project price proposal and Project completion schedule proposal (the “**Schedule**”) in which Contractor will agree to perform all of the construction services and other work required to complete the Project for a maximum Project price and on the proposed Schedule so the City and Contractor may complete a contract for Construction Manager/General Contractor (“**CM/GC**”) services for the Project;

WHEREAS, the City has undertaken a competitive process to solicit and receive proposals for such preconstruction and construction services, and has selected the proposal submitted by Contractor; and

WHEREAS, Contractor was selected to perform such services for the City based on Contractor’s response, including its written Proposal to the City’s Invitation to Bid dated [redacted] and attached hereto as **Exhibit G** (“**Invitation to Bid and Contractor’s Response**”); and

WHEREAS, the City and Contractor now wish to enter into this Agreement to provide preconstruction services. The City may, in its sole discretion, elect to enter into the CM/GC contract with Contractor at a later date to complete the construction phase of this Project; and

WHEREAS, Contractor is qualified, willing, and able to perform the preconstruction and potential CM/GC services, as set forth in this Agreement in a timely, efficient, and economical manner; and

WHEREAS, Contractor will perform all such services as an independent contractor; and

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. LINE OF AUTHORITY. The Chief Executive Officer of the Department of Aviation (the “**CEO**”), his/her designee or successor in function, authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Airport Infrastructure Management Division. The relevant Senior Vice President (the “**SVP**”), or his/her designee (the “**Director**”), will designate a Project Manager to coordinate activities under this Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager’s directions.

2. SCOPE OF WORK, PROJECT DESCRIPTION, AND CONTRACTOR RESPONSIBILITIES.

A. Scope of Services. Contractor shall provide professional services and provide deliverables for the City as designated by the CEO, and/or her designee, from time to time as described in the attached *Exhibit A* (“**Scope of Work**”) and in accordance with schedules and budgets set by the City. The City may make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

B. Project Description. The Project generally includes the replacement of the existing physical access control system at DEN. This replacement includes the design of the system and the physical elements of it, such as card readers and associated infrastructure, and associated software. As stated in the Scope of Work, the preconstruction services will include, but is not limited to, assisting the existing design team to complete construction design documents to 100%, soliciting a variable hardware/software provider, providing estimates and schedule services, value engineering, and advising on construction feasibility and alternate solutions of the final 100% design.

C. Construction Delivery Method. The City has elected to utilize a Construction Manager/Contractor (“**CM/GC**”) project delivery method for the construction phase of this Project. Contractor is familiar with this approach and understands that the CM/GC method is a specialized and rigorous delivery approach requiring maximum cooperation between all parties. As a consequence of the delivery approach, Contractor acknowledges and accepts the following: (1) that the complete services to be rendered by the Contractor, the relevant parties and specific process involved, and the cost, schedule and sequencing of construction have not been defined yet; (2) that portions of the Project could have design completed as separate packages and under construction before other portions of the Project are fully designed; and (3) that Contractor’s continuing performance on this Project is contingent upon the Contractor formulating, as the Project design progresses, and submitting an acceptable maximum Project price and Schedule proposal (together the “**CM/GC Proposal**”) for the complete construction of the Project, and the Parties completing an executed contract for the work.

D. Standard of Performance.

i. Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

ii. Contractor's members shall include adequate personnel qualified and experienced in the construction of facilities similar to the Project in time constraints, complexity, and cost.

iii. The City has a separate agreement with a design consultant to design the Project and to provide limited design support during the construction ("**Design Consultant**"). The relationship between the Contractor and the Design Consultant is intended to be cooperative and proactive, both participating on the same team with the City.

iv. In performing all work under this Agreement, Contractor shall fully coordinate and integrate all services and design deliverables with related work being performed by Design Consultant, other contractors, Consultant's sub-contractors, the City, the City's other consultants, related suppliers and subcontractors of any tier, and, at the City's request, other adjacent projects at DEN.

v. Contractor shall cooperate and coordinate fully with the City and Design Consultant in the design aspects of the Project to keep within the City monetary and time limitations.

vi. Contractor, the City and Design Consultant (the "**Construction Team**") shall cooperate and coordinate to complete the design and provide preconstruction services. Contractor shall provide leadership to the Construction Team on matters relating to construction.

vii. Contractor shall thoroughly review and will become fully familiar with the Project scope, requirements, and constraints, including: (1) the goals and objectives of the Project; (2) DEN needs and requirements; (3) Design Consultant's work effort to date, agreement, and any referenced documents; (4) the schematic design drawings and specifications and any associated information or materials; (5) the Project Site, local conditions, and all related limitations and constraints; (6) the budget limitations and scheduling constraints; (7) all applicable DEN design standards and specifications; and (8) the Standard Specifications for Construction General Contract Conditions (2011 Edition) (the "**Yellow Book**") ("**General Conditions**"), the Table of Contents of which is attached as *Exhibit G*.

viii. Contractor accepts and affirmatively states that the Project, as expressed by the Project scope, requirements, and constraints at the time of execution of this Agreement, is a reasonable and constructible conceptual Project, incorporating a reasonable and workable delivery approach and schedule. Contractor shall promptly notify the City in the event the Project, as developed during the preconstruction portion of the project, is not reasonable or constructible, given the schedule, budget, and/or other Project requirements.

E. Communication.

i. Except for those notices that must be directed to the CEO, all written communication by Contractor to or with the City shall be forwarded through the Project Manager using the manner or method specified by DEN. In addition, all communication from the City to or with Contractor shall be forwarded through the Project Manager. All written communication between Contractor and Design Consultant, other City representatives, the User Agency, City consultants or any governmental entity or third party will require that copies or notice thereof will be provided by Contractor to the Project Manager.

ii. Contractor shall facilitate and manage communications regarding and as part of its performance of this Agreement between the City, the Project Manager, and other City consultants including the Design Consultant, and any affiliated entities. Contractor shall document all Contractor-led meetings and work sessions related to the Project and distribute minutes or notes of such meetings to the Project Manager, in a format approved by the Project Manager.

F. Time is of the Essence. Contractor acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Contractor shall perform all work under this Agreement in a timely and diligent manner.

G. Subcontractors.

i. In order to retain, hire, and/or contract with an outside subcontractor not identified elsewhere in this Agreement for work under this Agreement, Contractor must obtain the prior written consent of the CEO or the CEO's designee. Contractor shall request the CEO's approval in writing and shall include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractor, and any other information requested by the City, including the price or cost of the proposed work.

ii. The CEO shall have the right to reject any proposed outside subcontractor deemed by the CEO to be unqualified or unsuitable for any reason to perform the proposed services. The CEO shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them.

iii. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.

iv. Contractor is subject to Denver Revised Municipal Code ("D.R.M.C.") § 20-112, wherein Contractor shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from the City. Any late payments are subject

to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118).

v. This Section, or any other provision of this Agreement, shall not create any contractual relationship between the City and any subcontractor. The City's approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve Contractor of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

H. Personnel Assignments.

i. Contractor or its subcontractor(s) shall assign all key personnel identified in **this Agreement** to perform work under this Agreement (“**Key Personnel**”). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the **SVP** or his/her authorized representative.

ii. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Contractor and its subcontractor(s) shall retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

iii. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Contractor or its subcontractor(s), is not acceptable or that any Key Personnel is no longer needed for performance of the Agreement, the Project Manager shall notify Contractor and may give Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the Key Personnel, as applicable.

iv. If Contractor fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Contractor that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Contractor shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Contractor's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with this Agreement.

3. 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 Agreement on or before the day of payment shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Agreement. 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 Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Agreement. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Article within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION.

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire one (1) year from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”).

B. If the Term expires prior to Contractor completing the work under this Agreement, subject to the prior written approval of the CEO or his/her authorized representative, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Contractor has no right to compensation for services performed after the Expiration Date without such express approval from the CEO or his/her authorized representative.

C. Suspension and Termination.

i. Suspension. The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the Director, Contractor shall stop work as directed in the notice and, as directed in the notice, shall submit an invoice for any work performed but not yet billed. Any milestones or other deadlines shall be extended by the period of suspension unless otherwise agreed to by the City and Contractor. The Expiration Date shall not be extended as a result of a suspension.

ii. Termination for Convenience. The City may terminate this Agreement at any time without cause upon written notice to Contractor from the Director.

iii. Termination for Cause. In the event Contractor fails to perform any provision of this Agreement, the City may either:

a. Terminate this Agreement for cause with ten (10) days prior written notice to Contractor; or

b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

iv. Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section C.3.b of this Article, Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City’s satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City’s

satisfaction, then the City may terminate this Agreement pursuant to Section 4(C)(iii)(a) of this Agreement.

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO or his/her authorized representative prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the termination process or as provided herein.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement, Contractor may request reimbursement from the City of the reasonable actual costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). Except for reasonable, actual termination costs, the City shall not be liable for any costs incurred by Contractor after the effective date of termination. Such non-recoverable costs shall include, but are not limited to anticipated profits, post-termination employee salaries, post-termination administrative expenses, or any other damages, costs or expenses which are not authorized under this Section. Upon termination, Contractor may submit a final invoice to the City for the amount reflecting the compensation actually due and owing for Contractor performance prior to the effective date of termination and for which Contractor has not previously been compensated. In no event shall the total sums paid by the City pursuant to this Agreement, including under this Section, exceed the Maximum Contract Amount.

vii. No Claims. Upon termination of this Agreement, Contractor shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

D. Remedies. In the event Contractor performs services under this Agreement in violation of any provision herein, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Section 8 (Defense and Indemnity) and Section 9 (Disputes) of this Agreement.

5. COMPENSATION AND PAYMENT.

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Nine Hundred One Thousand Eight Hundred Dollars and Zero**

Cents (\$901,800.00) (“Maximum Contract Amount”). Contractor shall perform the services on a time and materials basis up to the Maximum Contract Amount.

B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies encumbered for the purposes of this Agreement. Contractor acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

C. Payment Source. For payments required under this Agreement, the City shall make payments to Contractor solely from funds of the City and County of Denver Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

D. Basis for Contractor’s Fee. Contractor’s fee is based on the time required by its professionals to complete the services under this Agreement. Individual hourly rates are set forth in *Exhibit B (“Rates”)* and vary according to the experience and skill required.

E. Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay Contractor’s fees and expenses accordance with this Agreement. Unless otherwise agreed to in writing, Contractor shall invoice the City on a regular basis in arrears and the City shall pay each invoice in accordance with Denver’s Prompt Payment Ordinance, D.R.M.C. § 20-107, *et seq.*, subject to the Maximum Contract Amount.

F. Invoices. Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City (“**Invoice**”). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of *Exhibit E*.

i. Late Fees. Contractor 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; and

ii. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor’s engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or his/her authorized representative.

G. Timesheets. Contractor shall maintain all timesheets kept or created in relation to the services performed under this Agreement. The City may examine such timesheets upon the City’s request

H. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final invoice resulting from a Termination of this Agreement, where the SVP or his/her authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Article IX.

I. Carry Over. If Contractor's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Contractor if the CEO or his/her authorized representative determines such fees are reasonable and appropriate and provides written approval of the expenditure

J. Construction Budget. Upon successful completion of preconstruction services under this Agreement, the City may in its sole discretion elect to execute a CM/GC Construction Contract with Contractor, a sample of which is attached hereto as *Exhibit D*. Contractor acknowledges that there are limited funds available to design and construct the Project. The City's estimated construction budget for this Project is subject to increase or decrease at the sole discretion of the City, prior to establishing a maximum Project price for the construction services phase of the Project. **Nothing in this Agreement guarantees or requires the City to accept Contractor's CM/GC Proposal and/or to enter into a CM/GC Construction Contract with Contractor for this Project or any other opportunity at DEN.**

6. MWBE, WAGES, AND PROMPT PAYMENT.

A. Minority/Women-Owned Business Enterprise.

i. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "MWBE Ordinance") and any Rules or Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity ("DSBO") is fifteen percent (15%).

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

a. If required by DSBO, Contractor shall develop and comply with a Utilization Plan in accordance with § 28-63, D.R.M.C. Along with the Utilization Plan requirements, Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow

the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

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

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

d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. Contractor must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. Contractor shall supply to the DSBO Director all required documentation described in §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the Agreement.

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

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

B. Prevailing Wage. To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, §§ 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement.

i. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

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

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

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

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

i. 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 Agreement is otherwise fully performed by the Contractor. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Contractor's compensation because of penalty, liquidated damages or other sums withheld from payments to contractor(s).

ii. **Contractor Prompt Pay of MWBE Subcontractors.** For contracts of one million dollars (\$1,000,000.00) and over to which § 28-135, D.R.M.C. applies, the Contractor is required to comply with the Prompt Payment provisions under § 28-135, D.R.M.C., with regard to payments by the Contractor to MWBE subcontractors. The Contractor shall make payment by no later than thirty-five (35) days from receipt by the Contractor of the subcontractor's invoice.

7. **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 Agreement, including any extensions of the Agreement or other extended period stipulations stated in *Exhibit C*. All certificates of insurance and any required endorsements must be received and approved by DEN Risk Management before any airport access or work commences.

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

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

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

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 Agreement by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement 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 Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

8. **DEFENSE AND INDEMNIFICATION.**

A. 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 relating to the work performed under this Agreement (“**Claims**”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

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

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

9. DISPUTES. All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to Contractor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

10. GENERAL TERMS AND CONDITIONS.

A. Status of Contractor. Parties agree that the status of Contractor shall be an independent Contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the “**City Charter**”). It is not intended, nor shall it be construed, that Contractor or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

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

C. Compliance with all Laws and Regulations. Contractor and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States, the State of Colorado and with the City Charter, ordinances, and rules and regulations of the City.

D. Compliance with Patent, Trademark and Copyright Laws.

i. Contractor agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure which is protected, Contractor shall disclose such patents, trademarks and copyrights in such documents.

ii. Pursuant to Article VIII, Contractor shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

E. Notices.

i. Notices of Termination. Notices concerning termination of this Agreement, shall be made as follows:

by Contractor to:

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

And by the City to:

Vendor Name
Street Address
City, State, Zip Code

Attn: Vendor's Contact Name

ii. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested, or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in this Subsection.

iii. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used for work-related communications and transmittals at the City's direction.

F. Rights and Remedies Not Waived. In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Contractor. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

G. No Third-Party Beneficiaries. The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

H. Governing Law. This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

I. Bond Ordinances. This Agreement is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

J. Venue. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

K. Cooperation with Other Contractors.

i. The City may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors. The City, in its sole discretion, may direct Contractor to coordinate its work under this Agreement with one or more such contractors

ii. Contractor shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

L. Inurement. The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

M. Force Majeure. The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

N. Coordination and Liaison. Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the Director or his/her authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

O. No Authority to Bind City to Contracts. Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

P. Information Furnished by the City. The City will furnish to Contractor information concerning matters that may be necessary or useful in connection with the work to be performed by Contractor under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Contractor understands and acknowledges that the information provided by the City to Contractor may contain unintended inaccuracies. Contractor shall be responsible for the verification of the information provided to Contractor.

Q. Taxes and Costs. Contractor shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

R. Environmental Requirements. Contractor, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

i. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.* (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 *et seq.* (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

ii. Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.

iii. Contractor agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Contractor agrees to evaluate methods to reduce the generation and disposal of waste materials.

iv. In the case of a release, spill or leak as a result of Contractor's activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material.

11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS.

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

B. Non-Discrimination Policy. In connection with the performance of services under this Agreement, Contractor shall not refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military

status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Contractor further agrees to insert this provision in all subcontracts hereunder.

C. Advertising and Public Disclosures. Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or his/her authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

i. 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 Agreement 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.

ii. 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

E. Examination of Records and Audits.

i. 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 Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, 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.

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

iii. In the event the City receives federal funds to be used toward the services performed under this Agreement, 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.

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order 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 barring Contractor from City facilities or participating in City operations.

G. City Smoking Policy. Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

H. Conflict of Interest.

i. Contractor and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

ii. Contractor represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work of Contractor or which might give Contractor an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Contractor agrees it will comply with that mitigation plan.

iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist, Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

iv. Contractor has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work the Contractor is performing or anticipates performing for other entities on the same or interrelated project or tasks. Contractor must disclose, in writing, any corporate transactions involving other companies that Contractor knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Contractor fails to disclose in writing actual or potential conflicts, the CEO in his/her sole discretion, may terminate the Task Order, if applicable, or City may terminate the Agreement for cause or for its convenience.

I. Prohibition Against Employment of Illegal Aliens to Perform Work Under this Agreement.

i. The Agreement is subject to § 8-17.5, C.R.S., and D.R.M.C. § 20-90 and Contractor is liable for any violations as provided in said statute and ordinance.

ii. Contractor certifies that:

a. At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

b. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

iii. Contractor also agrees and represents that:

a. It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

b. It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

c. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

d. It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.

e. If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. Contractor will also then terminate such subcontractor or subconsultant if within three (3) days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.

f. It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S. or the City Auditor under authority of D.R.M.C. § 20-90.3.

J. City Information. Contractor understands and agrees that, in performance of this Agreement, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the

same standard of care to protect such information as a reasonably prudent contractor would to protect its own proprietary data.

K. Survival of Certain Contract Provisions. All terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise), shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the general applicability of the foregoing, Contractor's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

L. Severability. If any provision, term, or part of this Agreement, except for the provisions of this Agreement requiring prior appropriation and limiting the total amount to be paid by the City, is held to be invalid, illegal, unenforceable, or in conflict with any law of the State of Colorado, the validity, legality, and enforceability of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

M.

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

13. 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.F.R. Parts 139 (Airport Certification

and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Contractor. The fee/fine will be deducted from the invoice at time of billing

14. FEDERAL RIGHTS. This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in *Appendix 1*.

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE.

A. Attachments. This Agreement consists of **Section 1 through 16** which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix 1: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Sample CM/GC Construction Contract
- Exhibit E: Scheduling, Progress Reporting, Invoicing and Correspondence Control
- Exhibit F: Standard Specifications for Construction General Contract Conditions (2011 Edition), Table Contents attached as Exhibit F
- Exhibit G: Invitation to Bid and Contractor's Response

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of **Section 1 through 16** and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendix 1
- Section 1 through 16 hereof
- Exhibit G
- Exhibit F
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit E
- Exhibit D

16. CITY EXECUTION OF AGREEMENT.

A. City Execution. This Agreement 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 Agreement 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.

B. Electronic Signatures and Electronic Records. The Agreement, 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 Agreement 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 Agreement 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]

SAMPLE

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 A

SCOPE OF WORK

A. SCOPE OF PRECONSTRUCTION SERVICES

PRECONSTRUCTION MANAGER SERVICES

1.1 PRECONSTRUCTION SERVICES

A. Preconstruction services of the Contractor shall include the following:

1. Advise, assist, and provide recommendations on the planning and design of the work to DEN. Provide a thorough constructability review of the design documents.
2. Substantial completion of the construction work no later than the target date of **X Quarter YYYY** is imperative to the project's success. Advise DEN on design concepts and project design and a bid package schedule to facilitate or accelerate the project completion schedule. Further, assist in establishing the ideal date to award the negotiated construction contract.
3. Provide information, estimates, schemes, and advice. Advice will influence decisions on construction phasing, temporary facilities, and temporary access routes and detours with the goal of minimizing disruption to the public, tenants, and airport operations. Included in this effort is the design of temporary structures, traffic control measures, and way- finding signage.
4. Develop information and advise regarding value engineering decisions. Provide information on construction materials, methods, systems, phasing, and costs to assist in determinations aimed at providing DEN with the highest quality facility within the project budget.
5. Provide input to DEN regarding current construction industry practices, labor market, and material availability.
6. Review in-progress design documents and provide advice with respect to completeness, clarity, construction feasibility, alternative materials/methods, and long-lead material procurements.
7. Recommend a bid package strategy that identifies the division of the work to facilitate bidding and award of trade contracts, considering such factors as the sequence of construction, minimizing disruption of existing facilities, improving or accelerating construction completion, and other related issues. Provide a proposed bidding and subcontracting award schedule. This shall include pre-purchasing and expediting recommendations for long-lead materials in order to meet necessary delivery dates and avoid construction delays. The bid package strategy shall also include process for acquiring small business participation.
8. Recommend a procurement strategy for the access control system subcontractor that will integrate the access control system installation into the construction of the entire project. Under the preconstruction services contract, if the schedule allows, the access control system subcontractor shall work with DEN on the final design documents, including coordination of equipment that will be provided, construction phasing, start up, and commissioning of the new system while maintaining existing operations. DEN and the design team will provide input on the CM's final selection of the access control system subcontractor.
9. Continuously monitor the project schedule and recommend adjustments in the design

documents or construction bid package to ensure completion of the project within the approved construction schedule, consistent with the need to minimize disruptions to tenants, the public, and airport operations.

10. Develop a schedule of values that breaks down the construction work activities into easily defined values for invoicing purposes.
11. Cost Management: Prepare construction cost estimates for the project throughout the design phases of the work. This may include assisting with DEN reviews of cost reports as work progresses.
 - a. Initially, assist DEN in reviewing the schematic design information. Preparation of schematic design documents for the project will be 60% complete at the time the CM is awarded the preconstruction services contract.
 - b. Develop a construction cost estimate when the design documents have reached 60 percent and 90 percent completion. Identify all allowances remaining in the estimate and define the assumptions in the allowances. Identify differences, if any, between the most recent estimate and the previous version. If the estimate exceeds the construction budget, make quantitative recommendations to DEN to reduce the estimated costs to stay within the budget.
 - c. As the design progresses through the construction drawing phases, continue to review the cost jointly with DEN, with the objective of maintaining the cost estimate within the budget by exploring alternatives and options.
 - d. The detailed cost estimate may be used in negotiation of the NCP.
12. Prepare a detailed resource-loaded critical path construction schedule for monitoring progress and managing the work.
13. Construction Phasing Plan:
 - a. Phased construction is required to maintain airport operations, which are active 24 hours a day, 7 days a week. Considerable attention will be required for construction phasing, relocation of existing infrastructure, safety, and security.
 - b. Work with DEN to develop a detailed construction phasing plan with diagrams. Central to the plan will be the need to manage and complete the construction with minimum impact to airport and tenant operations, TSA security activities, airport employees, and the traveling public.
14. Work with DEN to establish procedures for expediting and processing all shop drawings and other submittals, requests for information (RFIs), and other documents.
15. Prepare and finalize safety, environmental, commissioning, and quality control programs, including a means of implementing.
16. Any construction work prior to Notice to Proceed under the negotiated construction agreement will be done under a separate contract independent of this preconstruction services contract.

B. SCOPE OF CONSTRUCTION SERVICES

CONSTRUCTION MANAGER SERVICES

1.2 CONSTRUCTION SERVICES

- A. The Contractor's construction services shall include the following items, many of which will be started in the preconstruction phase and executed in the construction phase:
1. As the construction documents for the project are finalized, the CM shall continue to review the estimate and reconcile any differences with DEN on costs, schedule, constructability, and work phasing issues. The Contractor shall continue to provide input on alternate methods, details, and systems to DEN, and continue with value engineering reviews of the work.
 2. Solicit and publicly conduct software/hardware system integrator subcontractor bidding for all construction work except that which is specifically exempted by DEN.
 3. Maintain a qualified, full-time project manager and superintendent with needed staff at the job site (during construction activities) to coordinate and provide direction of the work. Include quality control manager, project controls and scheduling engineers, and project site safety manager for appropriate durations.
 4. Maintain the critical path schedule and keep DEN fully advised of work progress status.
 5. Make all cost and budget estimates, including supporting materials and records, available to DEN. Provide monthly reports of actual costs and work progress as compared to estimated cost projections and scheduled work progress. Explain significant variations and provide information as requested by DEN.
 6. Phasing and Operational Requirements:
 - a. Follow the construction phasing plan developed during the preconstruction services phase to minimize construction impacts to airlines, tenants, and DEN operations.
 - b. Maintain and update the construction phasing plan as the work progresses, including the design and construction. The construction phasing plan should include the integration of all new security systems into the existing security operations. No construction activities will be allowed to impact the operations of the existing system or cause any security breaches or violations with regulatory agencies.
 7. Implement an effective quality control plan for all construction and inspect the work as it is being performed to ensure that materials furnished and quality of work performed are consistent with the plan, as well as complying with the construction documents and industry standards.
 8. Implement an effective safety program.
 9. Implement procedures for processing shop drawings and other submittals, RFIs, and other documents.
 10. Implement programs for maintaining current job site records and labor relations, as a minimum.
 11. Work with DEN, the City and County of Denver and all other governmental agencies to obtain permits when necessary.
 12. Review and process all applications for payment by subcontractors and material suppliers in accordance with the terms of their contracts. Review and resolve, on behalf of DEN, all subcontractors' and/or material suppliers' requests for additional costs.
 13. Schedule and conduct weekly job meetings with project stakeholders and separately

with DEN operations personnel and airport tenants to provide an opportunity for efficient communication of issues and upcoming events and to better ensure orderly progress of the work. Prepare and distribute minutes of the meetings, and schedule and conduct other necessary project meetings such as special task forces, cost forecasting, change issues, and status and quality control meetings.

14. Resolve, on behalf of DEN, all disputes that may arise between the CM's subcontractors and/or suppliers as a result of the construction.
15. As construction is completed, provide the following closeout services:
 - a. Perform the necessary work to assure DEN that the facility operates as designed before the facility is deemed substantially complete.
 - b. Coordinate and expedite the submittal of record documents.
 - c. Organize and index operations and maintenance manuals.
 - d. Provide all required training of DEN personnel in the operation of installed equipment and systems.
 - e. Assist in securing occupancy permits.
 - f. Provide continuing change order review and processing services.
 - g. Prepare final report of all construction costs. Assist DEN in reviewing final cost report and all supporting documentation. Provide lien waivers from all subcontractors and material suppliers.

EXHIBIT B

RATES

EXHIBIT D

SAMPLE CM/GC CONSTRUCTION CONTRACT

CM/GC CONSTRUCTION CONTRACT

THIS CONSTRUCTION MANAGER/GENERAL CONTRACTOR CONSTRUCTION CONTRACT (“Contract”) is made and entered into as of the date stated on the City’s signature page below (the **“Effective Date”**) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the **“City”**), and **VENDOR NAME**, a **Jurisdiction from the SOS website** corporation and authorized to do business in the State of Colorado (**“Choose an item.”**) (collectively the **“Parties”**).

RECITALS

WHEREAS, the City owns, operates, and maintains Denver International Airport (**“DEN”**); and

WHEREAS, the City intends to undertake Phase 3 (Construction) of the Physical Access Control System Project, **Contract No.** (the **“Project”**) at DEN; and

WHEREAS, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all Construction Manager/General Contractor (**“CM/GC”**) preconstruction and construction services and responsibilities, including labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation the work proposed for the Project; and

WHEREAS, a proposal in response to said advertisement was received by the Chief Executive Officer of DEN (the **“CEO”**), who recommended that a preconstruction services agreement be made and entered into with Contractor, which was the best qualified proposer; and

WHEREAS, the City selected Contractor and entered into a preconstruction services agreement, PLANE-_____, dated _____ (**“Preconstruction Services Agreement”**), which is attached as *Exhibit M*; and

WHEREAS, in accordance with the terms and conditions of the Preconstruction Services Agreement, Contractor has become familiar with and had input into design documents and has performed constructability, availability, scheduling and cost estimating analysis on design documents prepared for the Project; and

WHEREAS, based on this performance, Contractor is thoroughly informed about the Project and the Project design. Based on the Project design and Contractor’s information, Contractor has submitted and the City has accepted Contractor’s offer of a proposed budget and schedule for completion of the Project, including costs and schedules, to construct the Project (**“CM/GC Proposal”**), which is attached as *Exhibit L*;

WHEREAS, the City and Contractor now wish to enter into this CM/GC Construction Contract for the work necessary to complete the Project.

WHEREAS, Contractor is qualified, willing, and able to perform the work in accordance with this Contract; and

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

I. CONTRACT DOCUMENTS.

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

- Contract
- Notice to Proceed
- Form of Final Receipt
- Building Information Modeling (“**BIM**”) if applicable
- Change Directives
- Change Orders
- Task Orders
- Exhibit A Federal Appendices
- Exhibit B Equal Employment Opportunity Provisions
- Exhibit C Insurance Requirements
- Exhibit D Prevailing Wage Schedules
- Exhibit E Special Conditions
- Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of Contents attached as Exhibit F)
- Exhibit G Performance Bond
- Exhibit H Payment Bond
- Exhibit I Technical Specifications (incorporated by reference)
- Exhibit J Contract Drawings (incorporated by reference)
- Exhibit K Request for Proposals & Contractor’s Response and Forms
- Exhibit L CM/GC Proposal
- Exhibit M Preconstruction Services Agreement dated [REDACTED]
- Exhibit N Schedule of Rates and Markups

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

1. Exhibit A Federal Appendices
2. Contract
3. Task Order(s)

4. Change Directives
5. Change Orders
6. Exhibit B Equal Employment Opportunity Provisions
7. Exhibit E Special Conditions
8. Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of Contents attached as Exhibit F)
9. Exhibit C Insurance Requirements
10. Exhibit D Prevailing Wage Schedules
11. Exhibit N Schedule of Rates and Markups
12. Exhibit I Technical Specifications
13. Exhibit J Contract Drawings (as amended)
14. Exhibit L CM/GC Proposal
15. Exhibit K **Request for Proposals and Contractor’s Response and Forms**
16. Exhibit G Performance Bond
17. Exhibit H Payment Bond
18. Notice(s) to Proceed
19. Form of Final Receipt
20. Building Information Modeling (“**BIM**”) if applicable
21. Exhibit M Preconstruction Services Agreement

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

Construction documents, technical specifications and the Schedule may not be completed or may be further amended after execution of this Contract and are incorporated by reference as specified above as if they were attached to this Contract at execution. The incorporation of such exhibits or attachments into this Contract shall be memorialized in one or more Task Orders.

II. LINE OF AUTHORITY

The CEO, or his/her designee or successor in function, authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Airport Infrastructure Management Division (“**AIM**”). The AIM Senior Vice President (the “**SVP**”) will designate a Project Manager to coordinate activities under this Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager directions.

III. SCOPE OF WORK AND PROJECT DESCRIPTION.

A. Scope of Work. Contractor shall furnish all labor and tools, supplies, equipment, superintendence, materials, and everything necessary for and required to do, perform, and complete all of the work described, drawn, set forth, shown, and included in the Contract (the “**Work**”) within the time and fiscal constraints set forth herein. The CM/GC Proposal accepted by the City and as reflected in this Contract, includes all

necessary labor, materials, and equipment necessary to complete the Work in accordance with this Contract. The Work shall include the following:

1. Preconstruction Services. The preconstruction services are comprised of all those services, obligations and responsibilities set forth in the Preconstruction Services Agreement, but which are performed on or after the date of Execution of this Contract. In order to expedite Project completion, the Parties entered into the Preconstruction Services Agreement to perform preconstruction services in anticipation of the start of the construction phase of the Project. For the duration of this Contract, Contractor shall continue to perform any further preconstruction services required by the Project as part of its obligations under this Contract as a Cost of the Work.

2. Construction Services. Construction services shall include Contractor furnishing all construction administration, management, supervision and coordination experience and expertise, as well as all construction services, work effort, labor, tools, supplies, manufactured components, equipment, materials, and everything else necessary and required to complete the construction of the Project on time and within budget; while satisfying the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements.

3. The City and Contractor acknowledge that the scope of the Project, as set forth in the City's Request for Proposals and Contractor's Response and Forms, attached here as *Exhibit K*, has materially evolved since the issuance of these documents and that some information presented may no longer be applicable to this Contract or the Project. Any conflicts between *Exhibit K* and the other terms and conditions of the Contract shall be resolved according to the Order of Precedence in Article 1.

B. Task Orders. The Work to be performed under the Contract will be released in phases through task orders issued by the Project Manager under this Contract ("**Task Orders**"). The terms of each Task Order may include but are not limited to information regarding scope, applicable plans and specifications, schedule, and Cost of the Work. The total of the Task Order Costs of the Work may not exceed the Maximum Contract Amount except as provided in a duly executed Change Order. Contractor will be required to submit a Task Order Proposal ("**TOP**") for each specific scope of work proposed for a Task Order in the process and format specified herein and by the City.

C. Task Order Proposals

1. To accomplish the Work, Contractor will provide the City with Task Order Proposals ("**TOP**") for each Task Order based upon a scope of work designated by the City. Contractor shall also deliver all necessary supporting documents for each TOP as requested by the City.

2. Some TOPs may be based, in part, on incomplete design documents, and, therefore, Contractor shall exercise reasonable care and its best diligence, efforts and judgment to determine the intent of the most recent Project design documents in preparing the TOP. If the design, plans or specifications in any particular Task Order(s) are incomplete at the time Contractor provides the TOP to the City, Contractor acknowledges and agrees the TOP fully accounts for any risks associated with failing to consider the design intent reasonably inferable from the Contract Documents. Contractor has documented in the basis of the TOP and provided or will provide to the City any and all clarifications regarding the design intent, including the intended level of quality. No TOP increase or extension in the Term or Contract Time will be allowed to account for any assumption, exclusion and clarification Contractor failed to document or for any other item of Work covered by the Contract Documents that Contractor failed to account for in its TOP.

3. If the design, plans, and/or specifications applicable to the Work in the Task Order(s) are complete as identified by a stamp of the Designer of Record or Engineer of Record and by the issuance of a permit for the Work, Contractor and the City agree the Work has been sufficiently described so that Contractor can fully rely the accuracy of the Contract Documents to establish the intended level of quality and workmanship requirements of the Task Order(s).

4. The plans and specifications applicable to the Work as attached to or referenced in each Task Order are incorporated herein as specified in the list of exhibits.

D. Subject to any allowed contingency provided for in this Contract, Contractor further acknowledges and agrees that each Task Order Cost of the Work fully accounts for any risks associated with failing to consider the design intent reasonably inferable from the Contract Documents. No increase or extension of the Term or Contract Time will be allowed to account for any assumption, exclusion and clarification Contractor failed to document or for any other item of Work covered by the Contract Documents that Contractor failed to account for in the Task Orders.

E. Prime Contractor. Contractor acknowledges that it will be the Prime Contractor for the portions of the Project assigned in the Task Orders and will assume all responsibility for the performance of the Work in accordance with the costs and schedule agreed to in the Task Orders. Contractor agrees that failing to complete the Work in accordance with the terms set forth in the Task Order(s) will be considered a breach of this Contract and may result in liquidated damages and the potential termination of this Contract.

F. Project Description.

1. The Project generally includes the replacement of the existing physical access control system at DEN, which includes: Access Control System

Hardware and Software, System Programming, Workstations, Test Laboratory, Door/Gate Hardware Replacement as needed, Supporting Power and Data Infrastructure as needed, System Network Architecture, Integration with other systems (i.e. CCTV, IDMS, etc.), Decommissioning of the legacy system, Communication Center's Reconfigurations, and others as necessary for a complete fully functional system.

2. The Project is expected to occur generally in all areas of the DEN campus including but not limited to the terminal, concourses, outlying buildings, aircraft hangers, tenant areas, airline areas, parking facilities, perimeter gates.

3. The "**Design Consultant**" or "**Designer**" as used herein shall mean the persons or entities who have contracted with the City to accomplish the architectural, engineering, and other design and related technical services necessary to complete the Project. The Project Design Consultant is: [REDACTED]. In case of termination of the Design Consultant, the City will appoint a Design Consultant whose status under the Construction Contract shall be the same as that of the former Design Consultant.

4. The City, Contractor, and the Design Consultant, called the "**Construction Team**," shall work together and coordinate to complete the Project. Contractor shall provide leadership to the Construction Team on all matters relating to Construction.

G. Delivery Method. In the performance of this Contract, including Task Orders issued hereunder, Contractor acknowledges and accepts that scope and schedule are critical for Project delivery. Based on these considerations, the City has elected to utilize a CM/GC project delivery approach to complete the Project in a timely and cost-efficient manner as provided in the City's schedules and budgets. Contractor is familiar with the CM/GC delivery method and understands that this method is a specialized and rigorous delivery approach requiring maximum cooperation between all parties. Contractor acknowledges and accepts the following possibilities: (1) that the complete services to be rendered by Contractor, the organizational and process inter-relationships governing construction and the construction cost, schedule and sequencing may be in the developmental stage or have not yet been fully defined; and (2) that portions of the Project could have their design and construction completed as separate phases.

IV. REPRESENTATIONS AND WARRANTIES

Contractor expressly warrants and represents the following:

A. Contractor expressly recognizes and acknowledges that this Project must be completed within the time and fiscal constraints as set forth throughout this Contract, including the Task Orders. Contractor recognizes and acknowledges that the City might not issue Task Orders covering all work designed or specified by the Designer or as initially envisioned for the overall Project and that Contractor shall have no claim for lost profits or

income as a result of the City's failure to issue a Task Order covering all or part of the Project.

B. Contractor has been fully informed of and has thoroughly reviewed the following: the objectives of the Project; the work effort of the Design Consultant performed to date for the Project; all of the Contract Documents; the City's general time and budget constraints and contingencies applicable to the budget; and all of the Work required by Contractor set forth in the Contract Documents. Based upon this thorough review and analysis and recognizing that the contract for design services is between the City and the Designer, Contractor represents to the City that it will provide or perform all of the necessary Work within the requirements of the Contract Documents.

C. Contractor covenants and represents that Contractor has visited the Project Site and has had sufficient time and opportunity to independently examine and is sufficiently familiar with the Site, the character and nature of the Site layout and materials, the character and nature of all Site constraints, restrictions and limitations, and limitations on ingress, egress, and construction staging and performance, and the local conditions under which the Work is to be performed, including weather conditions and any other factors which may impact the Work. Contractor further represents that it has taken into consideration and correlated these direct observations, examinations, and investigations with the requirements of the Contract Documents and in the pricing of the Work, the formulation of the CM/GC Proposal, the Maximum Contract Amount, and in preparing all Exhibits.

D. Contractor represents that it has reviewed and is familiar with the City's general expectations and scheduling assumptions regarding the completion of the Project and opening of the completed facility and that, given the Scope of Work, these scheduling assumptions are reasonable and achievable. Contractor further represents that it will take into consideration and correlate these assumptions and constraints with the requirements of the Contract Documents and in the scheduling and pricing of the Work, and the Maximum Contract Amount.

E. Contractor represents that it has reviewed the relevant Design Consultant agreement(s) and the % design drawings, accepts the terms and requirements thereof and affirmatively states that the Project, as expressed by the design documents and the Project requirements and constraints as modified by value engineering suggestions, budget adjustments and cost cutting measures suggested by Contractor as of , 20 is a reasonable and constructible Project, incorporating a reasonable and workable delivery approach, schedule, and budget.

V. TERM OF CONTRACT

The Term of this Agreement shall commence on the Effective Date and shall terminate unless terminated earlier in accordance with this Contract (the "**Term**"). Contractor agrees to begin the performance of the Work required under this Contract within ten (10) days after receiving a Task Order notice to proceed ("**Task Order Notice to Proceed**") from

the SVP and agrees to complete the Work in accordance with the Contract Documents within the time frame established for each Task Order. Contractor is not authorized to commence the Work prior to its receipt of each Task Order Notice to Proceed. If, at the expiration of the Term, there remains any outstanding Work to be completed under a validly issued Task Order, the SVP, in his or her sole discretion, may direct Contractor to complete the Work in accordance with the terms and conditions of the Task Order and this Contract.

VI. TERMS OF PAYMENT

A. The City agrees to pay Contractor for the performance and completion of all of the Work as required by Task Order(s) in accordance with the Contract Documents, and Contractor agrees to accept as its full and only compensation therefor, a the maximum amount of **Contract Amount Dollars and Amount Cents (\$Click here to enter text)** (the “**Maximum Contract Amount**”). In no event will the City’s liability exceed the Maximum Contract Amount, as adjusted by duly authorized Change Orders in accordance with this Contract. Contractor’s performance shall not subject the City to any cost, charge, or fee not specified in this Contract.

B. A Task Order may establish all allowances and contingencies applicable to the Work specified in the Task Order. Unless otherwise provided for in the Contract Documents:

1. Materials and equipment under an allowance shall be selected promptly by the City to avoid delay in the Work;
2. Allowances shall cover the cost to Contractor of materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts;
3. Contractor’s costs for unloading and handling at the Project site, labor, installation costs, and other expenses contemplated for the stated allowance amounts are included in the allowances. However, Contractor’s home office overhead and profit for all allowance items are included in Contractor’s general and administrative expenses (“**G&A**”) and Fee and are not in the allowance; and
4. Whenever costs are more than or less than the allowances, overruns and underruns in allowances will first come from owner’s contingency and if insufficient owner’s contingency remains, the Task Order shall be adjusted accordingly by change order. The amounts of the change orders shall reflect the difference between actual costs and the allowances. If actual costs exceed allowances, the change order shall include G&A and Fee on the difference in accordance with allowable Contractor Fee under the Construction Contract.

C. **Cost of the Work.** The term “**Cost of the Work**” shall consist of costs necessarily incurred in the proper performance of the Work for the Project which shall be paid by the City to Contractor. Cost of the Work shall not include any Contractor’s G&A

or Fee. Any allowable Contractor mark-up is included in Contractor's Fee. Cost of the Work shall consist of the following Contractor-incurred items set forth below:

1. Cost of wages paid for labor in the performance of the Work at the Site or with the City's agreement at offsite workshops, which shall as a minimum be in accordance with the prevailing wage rates established by the City pursuant to D.R.M.C. § 20-76 and as further provided in this Contract. In the event the prevailing wage rates are increased, on the anniversary date of the date the RFP was advertised, these increases shall also be included as a Cost of the Work. Costs paid or incurred by Contractor shall include actual wages for Contractor's own personnel (including overtime premiums as applicable), taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and for personnel not covered by such agreements, customary benefits and Contractor's company policy such as sick leave, individual, and dependent medical and health benefits, disability insurance, holidays, craft training fund, vacation, pension, and, as applicable, 401K contributions. The City and Contractor agree that the wages and burden for the personnel referenced in this Section 5 shall be charged as a Cost of the Work at not less than the stipulated fixed rates set forth on Prevailing Wage Rate Schedule, attached as *Exhibit D*, or as appropriate charges at the stipulated fixed rates set forth and agreed to in the Task Order(s);

2. Cost of contributions, assessments or taxes for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries or other remuneration paid pursuant to Section VI.C.1;

3. Cost of mock-ups, commissioning, and testing, as may be required by a Task Order or, if not, approved in writing by the Project Manager;

4. Actual cost paid by Contractor for all materials, supplies and equipment incorporated in the Work, including costs of transportation thereof;

5. Payments properly made by Contractor to Subcontractors and Suppliers under Project subcontracts for performance of portions of the Work including insurance required by this Contract and bond premiums incurred;

6. Payments actually made for architects, engineers and other consultants providing services to Contractor reasonably required to perform the work, unless such services are to be provided to the Owner by the Design Consultant or other City-Retained Consultants (as defined in the Design Consultant's Agreement for Professional Design Services);

7. Cost, including transportation, inspection, handling, storage and maintenance, of all temporary facilities and all materials, supplies, equipment and hand tools not owned by the workmen that are consumed in the performance of the Work on the Project. Contractor shall negotiate with the City the salvage value of all items purchased and used on the Project but not consumed, damaged, lost or

stolen at the completion of the work, crediting any proceeds against the Cost of the Work. If Contractor and the City cannot agree on the salvage value of the above items then said items shall remain the property of the City and Contractor shall give no credit to the Cost of the Work. Contractor may institute a voluntary recycling program;

8. Actual rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the Site, whether rented from Contractor at rates approved by the City in each Task Order(s) or others, including equipment owned by Contractor that is assigned to salaried staff and charged to the Project and costs of fuel, oil, insurance, maintenance and minor repairs and replacements, transportation, installation, dismantling and removal thereof. The City and Contractor agree that the rates for the rented equipment shall be charged as a Cost of Work at the stipulated fixed rates set forth in the Task Order(s);

9. The cost of the premiums for all bonds and insurance that Contractor is required by the City to procure outside of the ROCIP program;

10. Applicable sales, use or similar taxes related to the direct performance of the Work and for which Contractor is liable, imposed by any governmental authority;

11. Permits, fees, licenses, costs of all tests, commissioning costs, inspections and approvals, as may be required by the Contract Documents or applicable laws, ordinances or public authority for the performance of the Work (except for inspection and testing performed by the City, at its cost);

12. Actual costs of reproduction, mobile phones, telephone service at the Site, postage and express delivery charges, and reasonable petty cash expenses of the site office in connection with the Work;

13. Cost of removal of all debris and recyclable materials from the Site, with a reduction in cost or credit for all payments received for recyclable materials, less the cost of hauling;

14. Costs for temporary construction including scaffolding, lifts, platforms, handrails, hold covers, fire extinguishers, toilets, dumpsters, laser scanning and VDCE equipment, surveying equipment, field office costs, temporary security and fire watch, temporary winterization, snow removal, cleanup and traffic control costs required to complete the Work;

15. Costs for temporary and permanent power as required;

16. Cost incurred by Contractor in repairing or correcting defective, damaged or nonconforming Work, provided that such defective, damaged or nonconforming work was beyond the control of Contractor, subcontractors, or

suppliers, or caused by the ordinary mistakes or inadvertence, and not the negligence of Contractor's or any subcontractor's or supplier's personnel. If the costs associated with such defective, damaged or nonconforming Work are recoverable from insurance or subcontractors or suppliers, Contractor shall exercise its best efforts to obtain recovery from the appropriate source and credit the Cost of the Work if recovery is obtained;

17. Costs incurred due to any emergency affecting the safety of persons and property and related to the Work unless otherwise covered by insurance or reimbursable from a subcontractor or supplier, or unless such costs are due to the fault or negligence of Contractor or a subcontractor or Supplier of any tier;

18. Wages or salaries of Contractor's supervisory and administrative personnel when stationed at the site, and/or when stationed off-site and Contractors other personnel who are stationed at locations such as at factories or workshops or engaged in the transportation of materials and working on the Project as provided in the Task Order, including vacation time, in accordance with Contractor's company policy, accrued and taken during the performance of the Work. This includes estimators, safety personnel, quality control personnel, and their assistants;

19. With prior written approval of the Project Manager, that portion of the reasonable travel and subsistence expenses of Contractor's personnel incurred while traveling in discharge of duties connected with the Work;

20. Fees of testing laboratories for tests required by the Contract Documents;

21. Other costs incurred in the performance of the Work only if approved in advance in writing by the City;

22. Costs associated with the implementation of any established company safety program for the Work, which costs shall be subject to City's reasonable approval;

23. Cost of warranty repairs, to the extent not covered by a subcontract or purchase agreement (provided that Contractor shall use its best efforts to enforce the warranties received from subcontractors, suppliers and vendors). These costs include Contractor's administrative staff associated with supervision and management of the warranty repairs;

24. Contractor's expenses related to rented or purchased materials and equipment used by Contractor at the Project site office in connection with the Work;

25. Reasonable data processing costs related to the work, including data line service, internet charges, software costs and licenses fees;

26. All costs and fees incurred in the performance of work and approved for payment under the Preconstruction Services Agreement, if not already paid; and

27. Deposits for materials and design of manufactured items and supplied items is the responsibility of Contractor. Reimbursements will be made once the item is installed and accepted by the Project Manager.

D. Costs Not To Be Paid. Cost of the Work shall not include expenditures made for any of the following:

1. Salary of any officer of Contractor;
2. Salary of Contractor's employees not working on the Project;
3. Overhead, profit, and general expenses of any kind except as included in the CM/GC Proposal;
4. Contract's capital expenses, including interest on capital employed for the work;
5. Expenses of Contractor's principal office and offices, other than a Site office;
6. Costs incurred by Contractor in situations where such costs may be covered by insurance or recoverable from a subcontractor or supplier, if Contractor failed to use its best efforts to obtain such insurance proceeds or recovery from the responsible subcontractor(s) or supplier(s);
7. Expenses incurred for relocation and temporary living expenses of personnel required for the Work, or when such relocation is for the convenience of Contractor;
8. Any cost that would cause the Maximum Contract Amount to be exceeded;
9. Any costs not specifically included in the Cost of Work or not authorized by a Task Order;
10. Costs of retesting non-conforming Work; and
11. Fines, penalties, or other similar impositions assessed or imposed by any governmental body or other authority arising from the acts or omissions of Contractor and/or its subcontractors and suppliers. Liquidated or actual damages imposed by the City for failure of the Contractor to comply with this Contract

E. Contractor's G&A. General and Administrative expenses (the "G&A") to be paid to Contractor and included as part of the Maximum Contract Amount shall be [_____] Percent (____%) of the Cost of the Work for each Task Order. Contractor's G&A shall be included in the Total Compensation paid to Contractor.

F. Contractor's Fee. The Contractor's fee (the "Fee") to be paid to Contractor and included as part of each Task Order shall be [_____] Percent (____%) of the Cost of the Work plus G&A for each Task Order.]

G. Total Task Order Compensation. For each Task Order, the City will pay and Contractor will accept as it's "Total Compensation" for properly completed Work:

$$\text{Cost of the Work} + \text{G\&A} + \text{Fee} = \text{Total Compensation}$$

In no event will the City pay Total Compensation which exceeds the Task Order Amount as adjusted by subsequent Task Order Change Orders.

1. An expenditure of Owner's Contingency shall be included as part of the Cost of the Work and shall not be calculated separately or subject to separate G&A or Fee amounts.

2. Anytime the Total Compensation is less than the corresponding Task Order, unless the Task Order is for a fixed price for the work, the resulting savings shall inure One Hundred Percent (100%) to the City. Contractor shall distribute such savings to the City by Change Order that either reduces the Task Order or implements enhancements or additions to the Project as requested by the City.

VII. CONTINGENCY.

A. Contractor's Contingency. The Maximum Contract Amount includes construction contingency ("Contractor's Contingency") for the entire scope of the Work which may be allocated by the Contractor as needed in Task Order(s) or Change Orders.

1. Contingency Accounting. During the course of the Work, some Task Order line items may exceed the estimated amounts and others may under run the estimated amounts shown in the Task Order without impacting the overall Cost of the Work. Contractor may allocate Contingency to budget overruns which are properly reimbursable as Cost of the Work, but not the basis for a Change Order. These costs may include, without limitation, costs to correct defective, nonconforming or damaged work; buy-out scope gaps; costs generated from refinement of incomplete Contract Documents; costs for; overtime and acceleration costs to meet contract schedule; and costs, including legal fees, for contractual disputes, with parties other than the City. Contractor agrees to accept a mutually agreeable reduction of the Contingency whenever the City and Contractor reasonably agree that the Project risk is substantially decreased and such agreement

shall not be unreasonably withheld. Any unused portion of this Contingency shall be returned to the City upon completion and/or expiration of this Contract.

2. Notice. So that the Parties can contemplate the most economical and schedule sensitive solution, Contractor will notify the City a minimum of five (5) business days prior to allocating Contingency. If after waiting five (5) business days and seeking consultation from the City, Contractor may proceed with allocating Contingency without authorization from the City. Contractor takes responsibility for ensuring all Contingency use is allowable under the terms this Contract and shall provide a periodic reconciliation of contingency credits and expenditures in a format acceptable to the Project Manager.

B. City's Contingency. The Maximum Contract Amount shall include a City's Contingency which may be allocated via Task Order or Change Order(s) ("**City's Contingency**"). Adjustments to or use of the City's Contingency may be made by the City in its sole discretion.

1. City's Contingency Accounting. The City's Contingency will be used at the sole discretion and approval of the City for changes to the Scope of Work that are initiated and requested by the City, unforeseen conditions and for overruns in allowances due to choices made by the City related to the allowance. The City's Contingency shall not be used for any other purpose other than scope changes initiated by the City. Any unused portion of the City's Contingency shall be returned to the City upon completion and/or expiration of this Contract.

VIII. VERIFIED STATEMENTS 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.

IX. DISPUTES

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

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

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

D. Insurance coverage requirements specified in this Contract shall in no way lessen or limit the liability of 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.

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

XI. 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.

XII. LIQUIDATED DAMAGES.

If Contractor fails to achieve Substantial Completion of the Work within the Contract Time or fails to substantially complete the Work described in the Scope of Work within the time set forth in the Special Conditions, the City will suffer substantial damages, which damages would be difficult to accurately determine. The Parties hereto have considered the possible elements of damages and have agreed that the amount of liquidated damages for Contractor's failure to substantially complete the work within the Contract Time or to substantially complete the work

described in Milestone Areas within the time set forth in the Special Conditions or applicable Task Order shall be as provided in the Special Conditions or 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.

XIII. INSURANCE REQUIREMENTS.

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

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

1. Include all subcontractors performing services hereunder as insureds under its required insurance and specifically list on all submitted certificates of insurance required under *Exhibit C*; or
2. Ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in this Contract.

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

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

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

§§ 24-10-101, *et seq.*, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

XIV. 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.

XV. 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.

XVI. ASSIGNMENT.

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

XVII. APPROPRIATIONS.

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

XVIII. 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.

XIX. 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.

XX. NO DISCRIMINATION IN EMPLOYMENT.

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

XXI. COORDINATION OF SERVICES.

Contractor agrees to perform its Work under this Contract in accordance with the operational requirements of DEN, TSA, and FAA, as set forth in each Task Order, 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. Contract shall perform the following coordination efforts:

A. Contractor agrees to cooperate and coordinate fully with the City in its performance of the Work to meet or exceed the City's time and budgetary objectives and limitations, while maintaining the City's commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the construction of general public improvements.

B. Contractor shall throughout the Term of this Contract facilitate coordination, communication, and cooperation regarding its performance hereunder between the City, DEN, the Project Manager, the Design Consultant, and other City consultants and any affiliated entities. In addition, Contractor shall coordinate its efforts under this Contract with all involved governmental and regulatory entities.

C. Contractor shall be responsible for taking accurate and comprehensive minutes at all construction meetings attended by Contractor regarding the Project. Those minutes shall be prepared in a format approved by the Project Manager and issued to all attendees, as well as those other parties designated by the City, no later than three working days after the meeting. Unless approved in advance in writing by the Project Manager and to the greatest extent practicable, Project meetings with the City shall be conducted in the City and County of Denver, Colorado.

D. Contractor shall use its best efforts and take all necessary precautions to protect and prevent damage and/or disruption to all City facilities and equipment, and shall coordinate all ingress and egress requirements with appropriate persons and agencies

XXII. COMPLIANCE WITH ALL LAWS AND REGULATIONS.

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

B. Consultant shall perform all work in compliance with Executive Order 123 regarding Sustainability, including the requirement that all new City buildings and major renovations will be certified to the applicable LEED Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Consultant also shall comply with all applicable DEN design and construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at:

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

XXIII. PROMPT PAYMENT.

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

B. Final Payment to 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 Contractor. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from Contractor's compensation because of penalty, liquidated damages or other sums withheld from payments to contractor(s).

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

XXIV. OWNERSHIP AND DELIVERABLES.

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Contract on or before the day of payment shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor

as part of the services provided to the City under this Contract. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Contract, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to **six (6) years** after termination of this Contract. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Article within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

XXV. COLORADO OPEN RECORDS ACT.

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

B. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor’s objection to disclosure, including prompt reimbursement to the City of all reasonable attorney’s fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate specified in Section 5.

XXVI. EXAMINATION OF RECORDS AND AUDITS.

A. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor’s performance pursuant to this Contract, provision of any goods or services to the City, and any other transactions related to this Contract. Contractor

shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of **six (6) years** after the final payment under the Contract or expiration of the applicable statute of limitations. When conducting an audit of this Contract, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. § 20-276.

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

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

XXVII. PREVAILING WAGE REQUIREMENTS.

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

Date bid or proposal issuance was advertised **Click here to enter text.**

If contract opportunity was not advertised, date of written encumbrance **Click here to enter text.**

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

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

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

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

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

XXVIII. MINIMUM WAGE REQUIREMENTS.

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

XXIX. COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS.

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

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

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

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

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

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

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

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

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

XXX. SENSITIVE SECURITY INFORMATION.

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

XXXI. 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.

XXXII. FEDERAL RIGHTS.

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

1. General Civil Rights: Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no

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

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

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

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

XXXIII. 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.

XXXIV. 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 PAGE FOLLOWS]

DRAFT

Exhibit E

ON-CALL PROFESSIONAL SERVICES DESIGN & ENGINEERING

SCHEDULING, PROGRESS REPORTING, INVOICING AND CORRESPONDENCE CONTROL

Revised: August 2020

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 alternatives, which the Consultant must submit written approval for each Task Order as described in this Exhibit. Billing shall be at one Task Order per invoice.
- 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 DEN, will follow the schedule management process as implemented by the AIM Development 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 PROGRESS PAYMENT MEASUREMENT ALTERNATIVES

- 3.1 DEN will propose and the Consultant may offer alternatives, one of the following measurement alternatives for each Task Order for calculating progress payments and reporting schedule status to the City. The City shall make the final determination and the Consultant shall use the alternative as approved for the scope of work described in the Task Order.
 - 3.1.1 Level of Effort: Progress payments will be based on the actual number of direct labor-hours expended for the period invoiced to perform a Task Order.

- 3.1.2 In Progress Status: Progress payments will be based on the percentage of designs submittals, drawings, specifications, reports or other documents, which have been prepared, submitted, and reviewed or completed. This alternative is acceptable for Task Orders, which have a long duration, and several months may elapse between submittal dates. The Consultant shall prepare a detailed worksheet for each Task Order showing a schedule of proposed billing points and the number of design submittals, drawings, specifications, reports and reviews that establish each point.
 - 3.1.3 Completion: Payments will be made for completed Task Orders. This method may be used for Task Orders whose total duration is less than one month, if applicable. Submittal of time sheets is required concurrent with the submittal of each invoice.
 - 3.1.4 Submittal Status: Progress payments will be made after the submittals described in a Task Order have been delivered and approved by the City. A portion of the fee will be allocated to each submittal as defined in the Task Order scope. Submittal of time sheets is required concurrent with the submittal of each invoice.
- 3.2 Approvals by the City of submittals do not waive any obligation by the Consultant to provide complete work that has been authorized. Authorized payments on previous invoicing may be set-off on subsequent invoicing in the event work submitted is found to be in non-compliance with the scope of work requirements.

4 INVOICES AND PROGRESS PAYMENTS

- 4.1 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, 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 and DEN is not obligated to increase the Not-to-Exceed amount without support for the change from the Consultant.
- 4.2 The City will provide the Consultant with the format required to process the payment through Textura® Payment Management. Textura is the default payment system and shall be used on all projects unless an alternative method is expressly stated in the Agreement. 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 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).
- 4.3 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.

- 4.4 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.
- 4.5 The DEN Project 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 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.
- 4.6 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:
 - 4.6.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - 4.6.2 Signed subconsultant agreement(s)
 - 4.6.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)
 - 4.6.4 Authorization Forms (see form PS-B) for any salaried professional personnel assignment who are not already approved in this Agreement.
 - 4.6.5 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.
- 4.7 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.
- 4.8 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.
- 4.9 Textura®: The Consultant recognizes and agrees that it is required to use the Textura® Payment Management System (CPM System) for this Project. The City will provide the Textura fee amount to the Consultant during contract negotiations. Consultant will pay the Textura fee along with any

applicable fees or taxes to Textura directly. The City will reimburse the Consultant as a pass-through expense (no mark-up) for the Textura fee with no mark-up.

5 MONTHLY PROGRESS REPORT DEVELOPMENT

- 5.1 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.
- 5.2 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 seven (7) 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.
- 5.3 The Consultant shall be available, when requested, to meet with City representatives to discuss the Monthly Progress Report.

6 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

- 6.1 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.

7 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

- 7.1 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.
- 7.2 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:
 - 7.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
 - 7.2.2 Supplies, Equipment & Vehicles: Office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software.
 - 7.2.3 Maintenance and Repair: Office equipment, survey & testing equipment, buildings, vehicles.
 - 7.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.

- 7.2.5 Taxes: Personal property, state & local taxes, real estate, (state and federal income taxes excluded).
- 7.2.6 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
- 7.2.7 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.
- 7.2.8 Proposals: Costs of drafting proposals in response to Task Order Requests for Proposal, including personnel costs and costs for office supplies.
- 7.2.9 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs.
- 7.3 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.

8 EXPENSES

- 8.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 8.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 8.3 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.
- 8.4 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.
- 8.5 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.

- 8.6 Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 8.7 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.
- 8.8 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.
- 8.9 Special: expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement.
- 8.10 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.
- 8.11 Project Field Office and Equipment: which includes utilities, rent, communications systems, furniture, fixed equipment.
- 8.12 Project Field Supplies, Equipment and Vehicles: For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees.
- 8.13 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).
- 8.14 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 in 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, 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.

- 8.15 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable.

9 SUMMARY OF CONTRACT TASK ORDER CONTROL

9.1 DEN Project Manager Discretion

- 9.1.1 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.

9.2 Prior To Commencement of work – Submittals Required

- 9.2.1 Signed Subconsultant Agreement(s) with an Exhibit listing the subconsultant's core staff rates and calculated Labor Rates and Classifications (see form CM-81).
- 9.2.2 Personnel Authorization Forms for salaried personnel assigned for the Consultant and all subconsultants (see form PS-B).
- 9.2.3 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.
- 9.2.4 Work Schedule.

9.3 Monthly Submittals

- 9.3.1 The Consultant shall submit the Monthly Progress Report.
- 9.3.2 The Consultant shall submit invoicing by the day of the month referenced in other sections.

9.4 Submittals Required - After Task Order Request for Proposal

- 9.4.1 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:
- 9.4.2 Project Management Plan, Scope Definitions and Detailed Cost Estimate per Task Order and per sub-consultant, List of Submittals or Deliverables, Drawings and Specifications, Health & Safety Plan (if applicable), Security Protocols (if applicable) and Quality Management Plan.
- 9.4.3 Work Schedule per Task Order schedule showing appropriate milestones as per Task Order Request for Proposal.
- 9.4.4 The Consultant shall submit the PS-F Task Order Fee Proposal template detailing the costs of the Project.
- 9.4.5 Refer to other Exhibits of this Agreement for additional requirements.

10 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

- 10.1 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.
- 10.2 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.
- 10.3 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.

11 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

EXHIBIT F

City and County of Denver



D E N V E R
THE MILE HIGH CITY

**DEPARTMENT OF AVIATION
DEPARTMENT OF PUBLIC WORKS**

**STANDARD SPECIFICATIONS FOR
CONSTRUCTION
GENERAL CONTRACT CONDITIONS**

2011 Edition

Statement

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

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EXHIBIT G

INVITATION TO BID AND CONTRACTOR'S RESPONSE

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 202057098, 2021 Annual Airfield Pavement Rehabilitation 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

XII. ATTACHMENT 8, 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.

XIII. PREVAILING WAGES

Prevailing Wage information is contained in the pages immediately following this page.

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



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Technician II
DATE: March 08, 2021
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, March 05, 2021** 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. CO20210020
Superseded General Decision No. CO20200020
Modification No. 2
Publication Date: 03/05/2021
(6 pages)

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

Attachments as listed above.

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

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

"General Decision Number: CO20210020 03/05/2021

Superseded General Decision Number: CO20200020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/01/2021 |
| 1 | 01/15/2021 |
| 2 | 03/05/2021 |

ASBE0028-002 07/01/2019

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

CARP0055-002 11/01/2019

| Rates | Fringes |
|-------|---------|
|-------|---------|

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

CARP1607-001 06/01/2020

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

ELEC0068-012 06/01/2020

| | Rates | Fringes |
|---|----------|---------|
| ELECTRICIAN (Includes Low Voltage Wiring)..... | \$ 38.00 | 16.97 |

ELEV0025-001 01/01/2021

| | Rates | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 48.09 | 35.825 |

FOOTNOTE:

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

ENGI0009-017 05/01/2018

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

IRON0024-009 11/01/2020

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 32.00 | 12.01 |

IRON0024-010 11/01/2020

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 32.00 | 12.01 |

PAIN0079-006 08/01/2017

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|--|----------|---------|
| PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping)..... | \$ 20.50 | 8.41 |
| ----- | | |
| PAIN0079-007 08/01/2017 | | |
| | Rates | Fringes |
| DRYWALL FINISHER/TAPER..... | \$ 21.20 | 8.41 |
| ----- | | |
| PAIN0419-001 07/01/2016 | | |
| | Rates | Fringes |
| SOFT FLOOR LAYER (Vinyl and Carpet)..... | \$ 20.00 | 10.83 |
| ----- | | |
| PAIN0930-002 07/01/2019 | | |
| | Rates | Fringes |
| GLAZIER..... | \$ 31.92 | 10.49 |
| ----- | | |
| PLUM0003-009 06/01/2020 | | |
| | Rates | Fringes |
| PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation)..... | \$ 38.38 | 16.67 |
| ----- | | |
| * PLUM0208-008 01/01/2021 | | |
| | Rates | Fringes |
| PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation)..... | \$ 37.55 | 17.88 |
| ----- | | |
| SFCO0669-002 01/01/2021 | | |
| | Rates | Fringes |
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 38.23 | 25.30 |
| ----- | | |
| SHEE0009-004 07/01/2019 | | |
| | Rates | Fringes |
| SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation)..... | \$ 34.62 | 17.95 |
| ----- | | |
| SUCO2013-006 07/31/2015 | | |

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

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

=====

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

| Classification | | Base | Fringe |
|--------------------------|---------------------------------|-------------|---------------|
| Boilermaker | | \$30.97 | \$21.45 |
| Iron Worker, Reinforcing | | \$18.49 | \$3.87 |
| Laborer: Concrete Saw | | \$13.89 | - |
| Paper Hanger | | \$20.15 | \$6.91 |
| Plasterer | | \$24.60 | \$12.11 |
| Plaster Tender | | \$13.00 | - |
| Power Equipment Operator | Concrete Mixer - Less than 1 yd | \$23.67 | \$10.67 |
| | Concrete Mixer - 1 yd and over | \$23.82 | \$10.68 |
| | Drillers | \$23.97 | \$10.70 |
| | Loader - up to and incl 6 cu yd | \$23.67 | \$10.67 |
| | Loaders - over 6 cu yd | \$23.82 | \$10.68 |
| | Mechanic | \$18.48 | - |
| | Motor Grader | \$23.97 | \$10.70 |
| | Oilers | \$22.97 | \$10.70 |
| | Roller | \$23.67 | \$10.67 |
| Tile Finisher | | \$23.20 | \$8.46 |
| Tile Setter | | \$29.15 | \$8.46 |
| Truck Driver | Flatbed | \$19.14 | \$10.07 |
| | Semi | \$19.48 | \$10.11 |
| Waterproofer | | \$13.00 | \$0.00 |

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



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification & Compensation Technician II
DATE: January 04, 2021
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 01, 2021** 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. CO20210009
Superseded General Decision No. CO20200009
Modification No. 0
Publication Date: 01/01/2021
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.**

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

"General Decision Number: CO20210009 01/01/2021

Superseded General Decision Number: CO20200009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| | |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0 | 01/01/2021 |

* 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.

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| | 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.)..... | \$ 28.25 | 10.70 |
| (3)-Loader (under 6 cu. yd.) Denver County..... | \$ 28.25 | 10.70 |
| (3)-Motor Grader (blade- rough) Douglas County..... | \$ 28.25 | 10.70 |
| (4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd)..... | \$ 28.40 | 10.70 |
| (4)-Loader (over 6 cu. yd) Denver County..... | \$ 28.40 | 10.70 |
| (5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),..... | \$ 28.57 | 10.70 |
| (5)-Motor Grader (blade- finish) | | |

| | | |
|------------------------------|----------|-------|
| Douglas County..... | \$ 28.57 | 10.70 |
| (6)-Crane (91-140 tons)..... | \$ 29.55 | 10.70 |

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| | 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 08/21/2019)**

| Classification | | Base | Fringe |
|---|----------------------------------|-------------|---------------|
| Guard Rail Installer | | \$13.00 | \$3.20 |
| Highway Parking Lot Striping: Painter | | \$13.00 | \$3.21 |
| Ironworker (Ornamental) | | \$26.05 | \$12.00 |
| Laborer | Removal of Asbestos | \$21.03 | \$8.55 |
| Laborer (Landscape & Irrigation) | | \$13.00 | \$3.16 |
| Laborer: Traffic Control (Flagger) | | \$13.00 | \$3.05 |
| Laborer: Stationary Flags(excludes Flaggers) | | \$13.00 | \$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 | | \$13.00 | \$3.22 |

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

XIV. 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: Larry Wycoff, 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 Two Thousand Dollars (\$2,000.00) 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 and etc. The security services **must** be obtained from the following contract security guard company:

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

DEN Contact: [Glenn Spies]
[(303) 342-4323]

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

The DEN Security Guard Contractor may change between the bidding or 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 in order to avoid any delays in payment. The Contractor shall, prior to the submission of each subsequent invoice, ensure payments to subcontractors have been entered into the B2G System, including subcontractor confirmation of amount of payment received, for services performed during the prior billing period.

SC-24 PAYMENTS TO CONTRACTORS

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

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.



August 27, 2021

Physical Access Control System Phase II

RFP No. 201952747

ADDENDUM NUMBER ONE

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

Paul Gilchrist

Paul Gilchrist
Contract Administrator
Contract Services



Physical Access Control System Phase II

RFP No. 201952747

ADDENDUM NUMBER ONE

SCOPE OF THIS ADDENDUM

Addendum Number One includes modifications to the following RFP Documents issued August 11, 2021. These modifications are deemed necessary by the City and County of Denver.

RFP LETTER AND PROPOSAL SUBMITTAL REQUIREMENTS

The schedule of activities is amended as follows:

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, August 11, 2021 |
| Pre-Proposal Conference | Thursday, August 19, 2021 at 2:00 PM Denver Local Time |
| Last Date to Submit Written Questions | Friday, September 3, 2021 2:00 PM Denver Local Time |
| Proposal Due Date | Monday, September 20, 2021 by 2:00 PM Denver Local Time |

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 Content Narrative as outlined in Section IV
- Proposal Forms - all complete and signed
 - Proposal Acknowledgement Letter – filled out completely and acknowledge all addenda
 - Proposal Data Form
 - Disclosure of Legal & Administrative Proceedings & Financial Conditions
 - Proposal Declaration
 - List of Proposed Non-M/WBE Subcontractors
 - Certification of Non-Segregated Facilities
 - Equal Opportunity Report Statement



- Form W-9
 - Certificate of Good Standing
 - Proposal Disclosure
- DSBO Forms
- DSBO Form: Commitment to MWBE Participation
 - DSBO Form: 1B- List of Proposed Subcontractors, Subconsultants, and/or Suppliers
 - MWBE Utilization Plan
- 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 B - [http://business.flydenver.com/bizops/documents/exhibitB_CoreStaff_Labor_Rates_Prof Svcs.xlsx](http://business.flydenver.com/bizops/documents/exhibitB_CoreStaff_Labor_Rates_Prof_Svcs.xlsx)

PROPOSAL NARRATIVE CONTENT

The proposal narrative contents are amended as follows:

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 Attachment 2, 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. Understanding the Project |
| 3. Proposed Work Plan and Approach |
| 4. Key Personnel and Ability to Respond |
| 5. Company Experience & Qualifications |
| 6. MWBE Utilization Plan |
| 7. Additional information |

1. Cost Effectiveness and Schedule

- A. 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 M/WBE goal. Describe methods used to manage subconsultants to maintain effectiveness and quality.
- B. Discuss the plan for managing and tracking the cost for the work. Include descriptions of cost tracking tools and summary reports.
- C. Describe experience and expectations for labor and materials availability on this project. Explain the plan to generate sufficient subcontractor and/or material supplier competition in the bidding to minimize project costs.
- D. Explain how the proposer will approach the cost estimating and value engineering work.
- E. Provide a preliminary construction schedule. Describe approach to managing the schedule, taking into consideration operational, regulatory, security, and access issues. Include a discussion on elements that put the schedule at risk and if appropriate, an approach to accelerate the schedule and the premium cost to do so.
- F. Describe the proposed method of documenting the line-item components of the NCP and the method of determining whether project changes are inside or outside the scope of the NCP.



2. Understanding the Project

- A. 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.
- B. Identify Key Issues and Constraints: To clearly show an understanding of the scope and complexity of the work, identify key issues and/or potential constraints and risks anticipated for the project, including areas of design, construction, and management. Describe the process to resolve these challenges and maintain the progress of the work.

3. Proposed Work Plan and Approach

- A. Prepare a description of the Proposer's project management and organizational approach, and methods for performing the Scope of Work. This should 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.
- B. Describe the Proposer's existing project management and construction 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, Microsoft Word, Oracle Primavera P6 and Unifier systems.
- C. Describe the proposer's commissioning process as it relates to commissioning and starting up the new access control system to minimize any security issues related to the transition between systems. Discuss how the CM/GC's team (including software/hardware system integrator) will interface with the design team and DEN in the commissioning process.
- D. Describe your plan for providing services in the preconstruction and construction phases.
- E. Describe the proposer's quality control plan and how it will be implemented.

Explain the preliminary approach and ideas for the work coordination process that would be employed to ensure minimal disruption to DEN, airlines, airport tenants, airport stakeholders and services, and minimal inconvenience to the public while demonstrating the security system improvements are achieved as quickly and economically as possible. With the understanding that a team effort by DEN, designers, and the selected proposer will be required to develop an approach



to the design and construction sequence, include a discussion of the process employed to develop phasing to minimize disruptions to operations.

- F. Explain plan to establish and maintain good relations and foster open and productive communications with DEN, designer team, airport personnel, security operational staff, subcontractors, and airport tenants.

4. Key Personnel and Ability to Respond

- A. Provide a project organization chart showing the proposed staff for this job, including all professional staff in the following areas: Project management, corporate oversight and administration, engineering and estimating, construction management/supervision, safety, project controls, and quality control. Clearly identify field staff versus offsite staff.
- B. Include resumes for all key individuals shown on the chart and indicate the approximate percentage of the time each person will be working on the project during the design and construction phases of the work. Resumes should include education, work history, length of tenure with this company, and experience in the role proposed for this project.
- C. Describe the duties and responsibilities for all key staff positions.
- D. Identify corporate resources which will be providing support to this project and identify key personnel responsible for overseeing these resources' performance.
- E. Provide an organizational chart of the company. Include all wholly owned subsidiary companies and define their relationship in providing personnel or equipment for the project.

The Exhibit B (Core Staff Labor Rate) is specific to the individual employee assigned to the project, not the job title. All salaried Core Staff personnel or hourly employees not covered by Prevailing Wage for both the Contractor and subcontractor(s) assigned to this Contract must have their Overhead Multiplier Factor and individual hourly billing rates approved prior to commencing work at DEN. Any subsequent change(s) in personnel from those identified in the original Contract must also have their hourly billing rate approved prior to commencing work at DEN.

Exhibit B:

http://business.flydenver.com/bizops/documents/exhibitB_CoreStaff_Labor_Rates_Prof_Svcs.xlsx

Exhibit B is to be submitted as a separate electronic file.



5. Company Experience & Qualifications

- A. Please discuss your experience and approach to providing the services detailed in the Scope of Work, above at other Airports (minimum of 2 within the last 5 years) and other high security facilities. 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 should 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
- B. Describe your safety program, including training, hazard identification, and audit/inspection. Include specific information on subcontractor and employee accountability for safety, formal disciplinary program, and copies of OSHA 300 Log for the past three years.

6. MWBE Utilization Plan

The MWBE Utilization Plan should be innovative and comprehensive, describe an open, transparent, responsive approach and address the program fundamentals listed below:

1. Identify key personnel (name, title, email, and phone number) and their duties as it relates to the execution to the components of the Utilization Plan, specifically:
 - B2GNow (Small Business Certification and Contract Management System) User,
 - Project Manager(s),
 - Controller,
 - Superintendent (if applicable), and
 - Outreach/Community Engagement Coordinator (if applicable).
2. Provide creative strategies to incorporate new MWBE partners inclusive of but not limited to provide an ongoing list of certified firms that provide capability statements and which of those certified firms were contacted regarding solicitations related to this project.



3. Provide details of small business initiatives, technical assistance, and support services, such as, bonding assistance, mentoring programs, joint ventures, etc. that may be utilized on the project.
4. Define how MWBE participation will be solicited, the subcontracting process, program and incorporated into the Proposer's overall procurement process and retain documentation of such solicitation efforts such as distribution lists for invitation to bids, list of bidders, and awardees; how bid selections are made and keeping a record of each.
5. Outline the debriefing process; how unsuccessful bidders are notified; and documentation of reasoning is retained.
6. Outline the communication process and involvement efforts of the MWBE subcontractors to ensure alignment of scheduling, safety requirements, owner direction, and performance expectations. Please include the mediation processes should performance issues or prompt payment disputes arise.
7. Provide examples of up to a maximum of 5 projects where the Proposer has been successful in promoting the participation of small, minority and women-owned businesses. Please include what the contract participation goal was and if you met and/or exceeded that goal. Also, provide a list of certified firms that were utilized and any supportive services/technical assistance, i.e., bonding assistance, mentor-protégé programs, that were provided to small businesses to assist with meeting the goal.

Copies of the MWBE Ordinance and its accompanying Rules and Regulations are available for the use and review of proposers, as well as additional MWBE Guidance which can be found here: <https://www.denvergov.org/dsbo>. Proposers are encouraged to contact DSBO by phone at (720) 913-1999 or by email at dsbo@denvergov.org with specific questions related to compliance with this ordinance.

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.



EVALUATION CRITERIA

Section V-5 evaluation criteria is amended as follows:

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. Understanding the Project |
| 3. Proposed Work Plan and Approach |
| 4. Key Personnel and Ability to Respond |
| 5. Company Experience & Qualifications |
| 6. MWBE Utilization Plan |
| 7. Additional information |

RFP FORMS

The following RFP forms are amended as attached.

The total number of pages (including cover sheet) contained in this Addendum Number One is forty-one (41)

* * * * *

End of Addendum Number One.

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

City and County of Denver
Denver International Airport

Proposer: _____ Date: _____

Michael Sheehan, – Senior Vice President
Airport Infrastructure Management
Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated July 23, 2021 for RFP NO. 201952747, 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: _____

Name of at least one (1) proposing entity that attended the Mandatory Pre-Proposal Conference. Proposer must include the code given at the Mandatory Pre-Proposal Conference:

Name/Company: _____

Code No: _____

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 List of Proposed Non-M/WBE Subcontractors

Proposer Company Name: _____

RFP Name: _____

RFP No.: 201952747

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

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

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

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

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

| | | |
|---|--|--|
| Name: _____ Address: _____ Phone: _____ | | |

This page can be duplicated if additional sheets are required

Attachment 1, Part 6 Certification of Non-Segregated Facilities

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

Dated: _____

Proposer Company Name: _____

By: _____

Title: _____

Attachment 1, Part 7 Equal Opportunity Report Statement

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

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

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

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

1. The Proposer has ___ 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: _____

VII. ATTACHMENT 2, M/WBE FORMS

DSBO FORMS

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

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



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

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

COMPLETE IF YOU ARE A NON MWBE PRIME:

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

COMPLETE IF YOU ARE A MWBE PRIME:

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

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

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

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

Bidder/Proposer (Name of Firm):

Firm's Representative:

Title:

Signature (Firm's Representative):

Date:

Address:

City:

State:

Zip:

Phone:

Email:



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
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 4, INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

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

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn: Risk Management

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability:

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual per location aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

2. Business Automobile Liability:

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

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

- d. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - e. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - f. If Contractor will be completing all services to DEN under this Agreement remotely, this requirement will be waived.
3. **Workers' Compensation and Employer's Liability Insurance:**
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Professional Liability (Errors and Omissions) Insurance:**
Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual aggregate, providing coverage for all applicable professional services outlined in this Agreement.
5. **Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):**
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.
- a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.
6. **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.

A. Reference to Project and/or Contract

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

B. Additional Insured

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

C. Waiver of Subrogation

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

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

D. Notice of Material Change, Cancellation or Nonrenewal

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification.

E. Additional Provisions

1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required minimum per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage remains in force.
9. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
10. 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.
11. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement

shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. . All coverage requirements 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.

12. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to the required coverage.
13. No material changes, modifications or interlineations to insurance coverage required under this Agreement shall be allowed without the review and written approval of DEN Risk Management.
14. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
15. Contractor's failure to maintain the insurance required by this Agreement shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

XIII. PREVAILING WAGES

Prevailing Wage information is contained in the pages immediately following this page.

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



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification & Compensation Technician II
DATE: January 04, 2021
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 01, 2021** 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. CO20210009
Superseded General Decision No. CO20200009
Modification No. 0
Publication Date: 01/01/2021
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.**

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

"General Decision Number: CO20210009 01/01/2021

Superseded General Decision Number: CO20200009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| | |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0 | 01/01/2021 |

* 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 05/01/2018

| | 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.)..... | \$ 28.25 | 10.70 |
| (3)-Loader (under 6 cu. yd.) Denver County..... | \$ 28.25 | 10.70 |
| (3)-Motor Grader (blade- rough) Douglas County..... | \$ 28.25 | 10.70 |
| (4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd)..... | \$ 28.40 | 10.70 |
| (4)-Loader (over 6 cu. yd) Denver County..... | \$ 28.40 | 10.70 |
| (5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),..... | \$ 28.57 | 10.70 |
| (5)-Motor Grader (blade- finish) | | |

| | | |
|------------------------------|----------|-------|
| Douglas County..... | \$ 28.57 | 10.70 |
| (6)-Crane (91-140 tons)..... | \$ 29.55 | 10.70 |

 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 08/21/2019)**

| Classification | | Base | Fringe |
|---|----------------------------------|-------------|---------------|
| Guard Rail Installer | | \$13.00 | \$3.20 |
| Highway Parking Lot Striping: Painter | | \$13.00 | \$3.21 |
| Ironworker (Ornamental) | | \$26.05 | \$12.00 |
| Laborer | Removal of Asbestos | \$21.03 | \$8.55 |
| Laborer (Landscape & Irrigation) | | \$13.00 | \$3.16 |
| Laborer: Traffic Control (Flagger) | | \$13.00 | \$3.05 |
| Laborer: Stationary Flags(excludes Flaggers) | | \$13.00 | \$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 | | \$13.00 | \$3.22 |

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: July 26, 2021
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, July 23, 2021** 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. CO20210020
Superseded General Decision No. CO20200020
Modification No. 3
Publication Date: 07/23/2021
(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 \$15.00 to comply with the city's minimum wage. The effective date is July 1, 2021. See page 6 for reference.**

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

"General Decision Number: CO20210020 07/23/2021

Superseded General Decision Number: CO20200020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/01/2021 |
| 1 | 01/15/2021 |
| 2 | 03/05/2021 |
| 3 | 07/23/2021 |

ASBE0028-002 07/01/2019

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

CARP0055-002 11/01/2019

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

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

CARP1607-001 06/01/2020

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

ELEC0068-012 06/01/2020

| | Rates | Fringes |
|---|----------|---------|
| ELECTRICIAN (Includes Low Voltage Wiring)..... | \$ 38.00 | 16.97 |

ELEV0025-001 01/01/2021

| | Rates | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 48.09 | 35.825 |

FOOTNOTE:

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

ENGI0009-017 05/01/2018

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

IRON0024-009 11/01/2020

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 32.00 | 12.01 |

IRON0024-010 11/01/2020

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 32.00 | 12.01 |

PAIN0079-006 08/01/2017

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

PAIN0079-007 08/01/2017

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

PAIN0419-001 07/01/2016

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

PAIN0930-002 07/01/2019

| | Rates | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 31.92 | 10.49 |

PLUM0003-009 06/01/2020

| | Rates | Fringes |
|--|----------|---------|
| PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation)..... | \$ 38.38 | 16.67 |

PLUM0208-008 01/01/2021

| | Rates | Fringes |
|--|----------|---------|
| PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation)..... | \$ 37.55 | 17.88 |

SFCO0669-002 01/01/2021

| | Rates | Fringes |
|--|----------|---------|
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 38.23 | 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. | | |
| ===== | | |

**Office of Human Resources
Supplemental Rates
(Specific to the Denver projects)
Revision Date: 07-01-2021**

| Classification | | Base | Fringe |
|--------------------------|---------------------------------|-------------|---------------|
| Boilermaker | | \$30.97 | \$21.45 |
| Iron Worker, Reinforcing | | \$18.49 | \$3.87 |
| Laborer: Concrete Saw | | \$15.00 | - |
| Paper Hanger | | \$20.15 | \$6.91 |
| Plasterer | | \$24.60 | \$12.11 |
| Plaster Tender | | \$15.00 | - |
| Power Equipment Operator | Concrete Mixer - Less than 1 yd | \$23.67 | \$10.67 |
| | Concrete Mixer - 1 yd and over | \$23.82 | \$10.68 |
| | Drillers | \$23.97 | \$10.70 |
| | Loader - up to and incl 6 cu yd | \$23.67 | \$10.67 |
| | Loaders - over 6 cu yd | \$23.82 | \$10.68 |
| | Mechanic | \$18.48 | - |
| | Motor Grader | \$23.97 | \$10.70 |
| | Oilers | \$22.97 | \$10.70 |
| | Roller | \$23.67 | \$10.67 |
| Tile Finisher | | \$23.20 | \$8.46 |
| Tile Setter | | \$29.15 | \$8.46 |
| Truck Driver | Flatbed | \$19.14 | \$10.07 |
| | Semi | \$19.48 | \$10.11 |
| Waterproofer | | \$15.00 | \$0.00 |

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



September 16, 2021

Physical Access Control System Phase II

RFP No. 201952747

ADDENDUM NUMBER TWO

This Addendum Number Two supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

Tony Deconinck

Tony Deconinck
Contract Administrator
Contract Services



Physical Access Control System Phase II

RFP No. 201952747

ADDENDUM NUMBER TWO

SCOPE OF THIS ADDENDUM

Addendum Number Two includes modifications to the following RFP Documents issued August 11, 2021. These modifications are deemed necessary by the City and County of Denver.

RFP LETTER AND PROPOSAL SUBMITTAL REQUIREMENTS

The schedule of activities is amended as follows:

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, August 11, 2021 |
| Pre-Proposal Conference | Thursday, August 19, 2021 at 2:00 PM Denver Local Time |
| Last Date to Submit Written Questions | Friday, September 3, 2021 2:00 PM Denver Local Time |
| Proposal Due Date | Monday, October 4, 2021 by 2:00 PM Denver Local Time |

The total number of pages (including cover sheet) contained in this Addendum Number Two is two (2).

* * * * *

End of Addendum Number Two.



September 27, 2021

Physical Access Control System Phase II

RFP No. 201952747

ADDENDUM NUMBER THREE

This Addendum Number Three supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

Tony Deconinck

Tony Deconinck
Contract Administrator
Contract Services



Physical Access Control System Phase II

RFP No. 201952747

ADDENDUM NUMBER THREE

SCOPE OF THIS ADDENDUM

Addendum Number Three includes modifications to the following RFP Documents issued August 11, 2021. These modifications are deemed necessary by the City and County of Denver.

QUESTIONS AND ANSWERS

The questions received by the deadline have been responded to in full. Please see attached.

RFP LETTER AND PROPOSAL SUBMITTAL REQUIREMENTS

The schedule of activities is amended as follows:

| Event | Date |
|---------------------------------------|--|
| RFP Advertisement | Wednesday, August 11, 2021 |
| Pre-Proposal Conference | Thursday, August 19, 2021 at 2:00 PM Denver Local Time |
| Last Date to Submit Written Questions | Friday, September 3, 2021 2:00 PM Denver Local Time |
| Proposal Due Date | Monday, October 11, 2021 by 2:00 PM Denver Local Time |

SITE VISIT REGISTRANTS

A list with the names of everybody who registered for a site visit is attached.

SECTION II. SCOPE OF WORK

Replace all instances of the acronym “NCP” with “maximum Project price”.

SECTION IV-3.1.F. NARRATIVE CONTENTS

Replace all instances of the acronym “NCP” with “maximum Project price”.



ATTACHMENT 1, PART 1 PROPOSAL ACKNOWLEDGEMENT LETTER

Please replace this first sheet in its entirety with the attached revised Proposal Acknowledgement Letter.

ATTACHMENT 4, INSURANCE REQUIREMENTS

In response to some questions about the insurance coverages, the Insurance Requirements have been updated. Please replace Attachment 4 Insurance Requirements with the attached new Insurance Requirements document.

ATTACHMENT 6, SAMPLE CONTRACT

Replace all instances of the acronym “NCP” with “maximum Project price”.

The total number of pages (including cover sheet) contained in this Addendum Number Three is sixteen (16).

* * * * *

End of Addendum Number Three.

Physical Access Control System Phase II_ Questions & Answers 201952747

| # | Question | Answer |
|----|---|--|
| 1 | This Phase 2 project is to select a CMaR for the project. However, there is a very specific prequalification requirement listed for Specialty Category 4 – Access Control System at or above the \$50,000,000.00 monetary level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Are General Contractors eligible for | Yes, a general contractor that meets the qualification requirements is eligible. |
| 2 | Will Phase 3 be opened back up to the public to bid the construction project? | This bid invitation meets the requirements of the professional services and construction services phases. DEN intends to negotiate with the Construction Manager at Risk/General Contractor (CMAR/GC) selected in Phase 2 for the Phase 3 scope and the maximum Project price provided based on the completion of the Phase 2 scope. If DEN and the selected |
| 3 | Requesting DEN to reconsider the prequalification level of Specialty 4 at \$50M Access Control System within the last five years. This size of project with just Access Controls Systems at this threshold is not as common within this timeframe. | Noted, thank you. |
| 4 | The link for Exhibit E Core Staff Labor Rates fails when selected. Exhibit E: http://business.flydenver.com/bizops/documents/exhibitE-CoreStaffLabor-ProfSvcx.xlsx | Updated link provided in Addendum 1. |
| 5 | GDIT is requesting a 2 week extension to the deadline | Please see Addendum 3 for revised schedule. |
| 6 | Exhibit E - http://business.flydenver.com/bizops/documents/exhibitE-CoreStaffLabor-ProfSvcx.xlsx It seems to be a broken link. Please fix link. | Updated link provided in Addendum 1. |
| 7 | In RFP section "Proposal Submittal Requirements" (p. 6), there is a link under the subsection "Financial Forms" to file "exhibitECoreStaffLabor- ProfSvcx.xlsx." Clicking the link results in a "404 - File or directory not found" error. Is this file accessible somewhere else? | Updated link provided in Addendum 1. |
| 8 | (Does the) subcontractor has to be prequalified with city and county or just the prime? | Only the prime contractor is required to be pre-qualified at the required level. |
| 9 | If we don't have a list of the potential technologies to be installed, how can we bring an integrator on this upfront team to help us choose a technology suitable to the airport? | The CMAR/GC will need to select an integrator after a final solution is selected. Evaluating integrator capabilities based on the final solution will |
| 10 | When will the 60% design drawings/specification be available for review? | Design documents will be provided to the selected CMAR/GC. |
| 11 | Approximately how many access control field device locations does the project include? | There are presently approximately 1,400 doors included in this project. |
| 12 | Approximately how many access control headend locations does the project include? | DEN anticipates that the headend will be virtualized. |
| 13 | Are head end locations shown on the 60% design drawings? | DEN anticipates that the headend will be virtualized. |
| 14 | Does the project include upgrading the CCTV/Video surveillance system? If yes: o Does the video system need to be integrated with the access system? o Approximately how many cameras does the project include? o Approximately how many network switch locations does the project include? o Will Video servers be provided by DIA or as part of this contract? o Will network switches be provided by DIA or as part of this contract? | The project does not currently include anticipated upgrades to the existing CCTV or VMS. Integration requirements will be determined during this phase. |
| 15 | Does the project include intercoms? If yes: o Approximately how many intercom locations does the project include? | The project does not currently include anticipated upgrades to the existing intercoms. Integration requirements will be determined during this phase. |
| 16 | Is the current design firm going to maintain and update all the design drawings, or will we be responsible for creating/updating CAD/BIM drawings? | The current designer of record (DOR) will provide all drawings in this phase however CMAR is expected to contribute to the design deliverables |
| 17 | The Request for Proposal document (DIA Access Control.pdf) and presentation document (PowerPoint Presentation.pdf) seem do have different deliverables. Which of the following deliverables are required as part of Phase II? o Request for Proposal Document Deliverables: <input type="checkbox"/> Manage and oversee demonstrations for Denver stakeholders <input type="checkbox"/> Collaborate with DEN stakeholders on solution requirements and select solution provider <input type="checkbox"/> Record assets in Maximo <input type="checkbox"/> Assist designer with 100% design package <input type="checkbox"/> Pre-construction and construction schedules <input type="checkbox"/> GMP cost proposal for installation of 100% design o Presentation Deliverables: <input type="checkbox"/> Construction management plan <input type="checkbox"/> Design documents review <input type="checkbox"/> Solution provider presentations (written and in person) <input type="checkbox"/> Project specific checklists, forms, MOP's, etc. <input type="checkbox"/> Communications Center plan for concurrent Legacy/New System operations <input type="checkbox"/> | Assume that all deliverables listed in both documents are required in Phase 2. |
| 18 | Who will be responsible to write the spec document to support the design drawings? | The DOR will be responsible, in collaboration with the CMAR. |
| 19 | On page 5 of the RFP, Section titled Prequalification the states "Contractors/subcontractor applying for project specific permission including the Specialty Category should demonstrate similar work experience within the past five (5) years at a commercial airport ..." Please clarify if subcontractors are required to complete the prequalification form as well as the project specific form? | Only the prime contractor is required to be pre-qualified at the required level. |
| 20 | Please clarify if the awardee for Phase 2 must be a General Contractor, or if the awardee can subcontract to a General Contractor for Phase 3. | The awardee for Phase 2 may be a general contractor or construction manager who meets the minimum prequalification requirements and has |
| 21 | Please provide the anticipated award date for Phase 2. | DEN efforts to select the best proposer within 90 days of proposal submission, however this timeline is subject to change. |
| 22 | Do all of the terms and conditions for instance, the special conditions section, Liquidated damages, performance bond, apply to both phase 2 and phase 3? | Refer to the sample contracts, Pre-Construction (Phase 2), Construction (Phase 3) for applicable requirements. This procurement is for Phase 2 |
| 23 | Will DEN consider placing a cap for the Liquidated damages? | Undetermined at this time. |
| 24 | Please clarify/provide specific qualifications/certifications that are required for any key personnel. | Provide pertinent information that supports the ability of key personnel to do the work required of a CMAR. |
| 25 | Please clarify that the type of contract for Phase 2 will be Time and Materials. | Refer to the sample contract. |
| 26 | Please clarify if the awardee for Phase 2, will move forward with DEN to complete Phase 3. | The Phase 2 awardee will submit a maximum Project price based on the final design documents for Phase 3 consideration. DEN intends to negotiate with the CMAR/GC selected in Phase 2 for the Phase 3 scope |

Physical Access Control System Phase II_ Questions & Answers 201952747

| # | Question | Answer |
|----|--|--|
| 27 | In Phase 2, we intend to bid as a prime contractor with a team of industry leading SubKs SMEs to meet Phase 2 requirements. Does DEN require a GC for Phase 3 only. | A GC will not be needed until Phase 3, but it is expected that the Phase 2 awardee will submit a maximum Project price based on the final design documents for Phase 3 consideration. |
| 28 | Section IV-3 question E under Cost Effectiveness and Schedule on page 28, requests a preliminary construction schedule. Will DEN provide additional project documents and /or Per Exhibit "A" Scope of Preconstruction Services 1.1A.11.A&B - Please clarify/confirm DEN requires the successful bidder to immediately after NTP, prepare a cost estimate based on | A preliminary construction schedule is not required, but will be developed and refined throughout Phase 2 |
| 29 | Per Exhibit "B" Scope of Construction Services 1.2.A.2 - Does DEN or the design team have any preferred and/or proprietary Access Control subcontractor integrators and/or | Confirmed - A rough order of magnitude (ROM) estimate that will be continuously updated throughout Phase 2. |
| 30 | Per Exhibit "A" Scope of Preconstruction Services 1.1A.12 and IV-3.E - Will DEN confirm preconstruction is approximately 12 months or provide a more detailed block-schedule for Phase 2 above the general dates indicated within the RFP? | After selection of the CMAR/GC, the awardee will be given a short list of vendors that will need to be presented to DEN for final selection. This list |
| 31 | Can DEN elaborate on the scope of services provided by the designer? I.e. will they perform site investigations and documentation, develop performance specifications, will they develop detailed infrastructure schematics, peripheral points list and take inventory of | This is confirmed. |
| 32 | Who is responsible for developing the system integration and cut-over execution plan? | The DOR will provide 100% design documents, but the CMAR/GC will need to augment and work with the DOR to provide detailed existing condition investigation reports. |
| 33 | Per Proposal Submittal Requirements – Financial Forms – Can DEN provide a properly | The CMAR/GC is, in coordination with AIM Development, Operations and Updated link provided in Addendum 1. |
| 34 | Will DEN extend the proposal response deadline if full budget pricing is required in the proposal? | Updated link provided in Addendum 1. |
| 35 | What is the participation % for Phase III? | This proposal is only for Phase 2, professional services. Construction budgets will be developed throughout Phase 2. |
| 36 | Can the 60% design documents be provided to respondents? If the design cannot be provided, can a summary be provided? | These will be determined at a future date after this project clarifies the full scope of work. |
| 37 | Can the airport clarify if enlarged telecom room drawings have been fully developed as a part of the 60% CD package; more specifically if wall space, electrical requirements, and network pathway have been identified | Design documents will be provided to the selected CMAR/GC. The project description is included in the RFP documents. |
| 38 | Have fully developed specification sections related to the following scopes been developed: PACS Division 281300, LAN 27100, VMS 282300, DIV 087100 Hardware, Identity Management, Vehicle Gates, and required Biometric Integrations. | To a 60% CD level, the DOR will provide 100% CD documents with this information after vendor selection, in collaboration with the CMAR. |
| 39 | Can you describe the state of any functional requirements documentation for the Access control product and functional requirements documentation for required PACS integration | To a 60% CD level, the DOR will provide 100% CD documents with this information after vendor selection, in collaboration with the CMAR. |
| 40 | Do the current 60% DD include surveys of each portal, vehicle gates, perimeter pedestrian gates, and turnstiles, or is that a task that the successful Phase II bidder need to complete? | Final product selection and functional requirements will occur during Phase 2. The DOR will provide final integration requirements after product |
| 41 | Do the current 60% DD include surveys of each PACS Readers doors, Monitored Doors, Non-reader Controlled Openings and IDF headend Panel locations, or is that a task that the successful Phase II bidder need to complete? | This information currently exists at a 60% level, the selected bidder will need to provide detailed existing condition reports at each location for inclusion in the 100% CD documentation. |
| 42 | Does the current 60% design include a short list of selected manufacturers for access control consideration? | This information currently exists at a 60% level, the selected bidder will need to provide detailed existing condition reports at each location for inclusion in the 100% CD documentation. |
| 43 | If there is work in the airway operations area, is there an expectation of additional liquidated damages based on schedule completion beyond those listed in the RFP of \$2,000 | A list will be provided, but the final list will be compiled during phase 2 in collaboration with the CMAR awardee. |
| 44 | Regarding PACS in remote areas, are there special conditions in locations such as perimeter access points where connectivity and/or power could create challenges? If so, please | To be negotiated in the maximum Project price. |
| 45 | Please explain any unique back-up / reserve power requirements, if any exist or are required to be implemented. | None anticipated since this is a replacement of the existing system with existing infrastructure. |
| 46 | Can the airport articulate the various applications that the PACS platform will need to integrate with during Phase 3? What certifications and past experience will be required from the selected RFP awardee for Phase 2 to be able to successfully design and engineer | Assume that the existing power is in place and battery backup requirements will be vendor selection and building code dependent. |
| 47 | Does the airport plan to engage HID professional services for an upgrade of their Safe system to the newest version? If so, what is the timeline? | After vendor selection, 100% design documents will be completed and provided by the DOR, including integrations in collaboration with the CMAR. The bidder should provide design, engineering and certifications |
| 48 | Will the awarded contractor have to prove integration and certifications/experience into the Genetec Video Platform, assuming the ACS product selected will need to be integrated | Will be determined after product vendor selection and will be dependent on IDMS integration requirements with the new selected solution. Assume that only IDMS integration is required as part of this project with no upgrades to the IDMS. |
| 49 | GDIT Request that DEN extend the Past Performance evaluation to include 10 years of past performance. | The CMAR will need to contract with the appropriate integrator after product vendor selection. |
| 50 | Does the airport currently utilize any video or biometric analytics which will require integration to the PACS system? | Request noted. |
| 51 | Will DEN except a national exam for the required classification (Prometric, ICC and/or PSA) or another states license classification. | Assume video and biometric analytics as well as potential additional systems will be required in the future system. |
| 52 | Can all integrations to existing systems and software (PSIM, Mass Notification, Event Management, etc.) required in Phase 3 be provided? | Not sure which "classification" referring to, but if not clear in the RFP it will be considered. Additionally, the installer will still need to be both City and product vendor certified, but certification can be accomplished during Phase 2. |
| 53 | Will manufacturers of existing systems that will integrate into the access control demo provide their API's and connector free of charge? If not, will an allowance be made for these integrations for demo purposes? How are these to be handled under the Phase 2 | Integrations may change based on product vendor selection. |
| 54 | How does the existing StoneLock biometrics integrate with the current access control system? Does this mimic the final design intent at the completion of Phase 3, or would it be | Assume that they will provide them free of charge for your pricing. |
| 55 | | Assume video and biometric analytics as well as potential additional systems will be required in the future system. |

Physical Access Control System Phase II_ Questions & Answers 201952747

| # | Question | Answer |
|----|--|--|
| 56 | As a part of Phase 3, will the current Morpho Biometric Readers and Stonelock Facial Readers remain in place with an integration to the selected PACS system, or might they be | Assume video and biometric analytics as well as potential additional systems will be required in the future system. |
| 57 | Will a bidder that manufactures their own access control system be allowed to participate in this RFP? | Yes, but will need to have the ability to provide presentations and procure other systems if the manufacturers product is not selected by DEN. |
| 58 | How many Denver based advanced certifications on the selected Access Control System, will the successful team need to have? | Not specified, but its expected that adequate local support is necessary throughout the project. For Phase 3, a SLA between the CMAR and DEN will need to be established for the new PACS. |
| 59 | Can you share your PACS hardware and software requirements, or a list of approved manufacturers that you expect to be demonstrated during Phase II? | The awardee will be given a short list of vendors, but the final list will be compiled during phase 2 in collaboration with the CMAR. This final list will |
| 60 | Does the software application proposed have a requirement to support existing hardware at the airport such as Mercury? | After selection of the CMAR/GC, the awardee will be given a short list of vendors that will need to be presented to DEN for final selection. This list |
| 61 | Can you describe the general or overall scope requirements inside phase 3 for man doors inside the facility? As an example, will certain frame and doors be potentially replaced under the Phase 3 contract or will only modifications to electrified door hardware potentially be required. | Many of the gates, doors, frames and hardware are from original construction and are in need of repair or replacement. The awardee will need to provide a comprehensive report with replacement recommendations at each location. The CMAR will provide unit pricing in |
| 62 | The airport has not published a list of product manufactures acceptable for the PACS, how can the CMAR effectively choose a Access Control Subcontractor? | After selection of the CMAR/GC, the awardee will be given a short list of vendors that will need to be presented to DEN for final selection. This list has taken into account existing hardware. |
| 63 | Can you describe any particular hydrovacating or underground boring requirements that may be required in the project? | Assume none required. |
| 64 | Can you describe any particular hydrovacating or underground boring requirements that may be required in the project? | Assume none required. |
| 65 | Is PLC programming and commissioning expertise required for this project? | Integration with existing PLC's in select locations is required, commissioning will be provided by DEN with an agreed upon checklist. |
| 66 | Can you describe the general or overall scope requirements in phase 3 for vehicle gates? | Access control components only. Gates can be assumed to be existing and to remain. |
| 67 | Is there an expectation that the Operations and back-up Operations Center will be re-designed and updated with modern SOC technologies? | Other than new PACS workstations, changes to the Communication Centers are not in scope. |
| 68 | Can you describe the expectations for wire requirements for the existing readers from a conduit and pathway perspective? Do we know if the existing wiring to all doors today would or would not be adequate for the future state? And if not, how much new pathway and conduit work is anticipated? Please answer in relation to both interior building | Assume that existing media and pathways are reusable. After product vendor selection and the CMAR site analysis, required changes will be included by the DOR in the 100% CD's. Proposed system architecture may require additional pathways and cable replacement. If this is the case, |
| 69 | From an electrical scope and design perspective, can you please describe any specific 110V work required, any 480V or above work required, and Emergency Backup or UPS Circuitry | Assume that existing power infrastructure is in place and adequate for the selected product vendor. |
| 70 | Can you describe the scope expectations associated with the automatic barriers/doors within the baggage systems? If the devices work on the PACS system but the barrier/door in in disrepair, could it be added to this contract? | The system will need to operate the baggage belts and chop doors inside the doghouses. If found to be in disrepair by the CMAR during this phase, they will be included by the DOR in the 100% CD's for maximum Project price pricing. |
| 71 | What level of cybersecurity expertise and/or certifications are required during Phase II and Phase III? | More for Phase 3 and more for the solution provider. We'll look to understand if they have control over their hardware, source code, cyber |
| 72 | Can you describe the workflow required to temporarily close down a door for PACS cutover? | These are location dependent. Specific schedules, phasing and method of procedure for each door/gate will be developed in detail by the selected CMAR in coordination with DEN and stakeholders during this phase. Once agreed upon by all parties, they will be included as Phase 3 requirements. |
| 73 | Can you describe the workflow required to temporarily close down a vehicle gate for PACS cutover? | These are location dependent. Specific schedules, phasing and method of procedure for each door/gate will be developed in detail by the selected CMAR in coordination with DEN and stakeholders during this phase. Once agreed upon by all parties, they will be included as Phase 3 requirements. |
| 74 | Do all subcontractors need to complete the pre-qualification for this project? Or only potential Prime contractors? | Only the prime contractor is required to be pre-qualified at the required level. |
| 75 | How highly do you value past experience in airport access control cutovers? | As per the RFP instructions to bidders evaluation criteria, Company Experience and Qualifications will be a selection factor. |
| 76 | The pre-qualification document indicates the need for certain capabilities and experience in terms of civil, sewer, utilities, landscaping etc., however is described as a Specialty Category 4 Access Control project. There is not a checkbox for Access control experience in the pre-qualification form. Can you explain if there is a different form or format in which we should focus on Access Control conversion is airport environments? | Utilize the existing form, your access control experience will be evaluated. |
| 77 | If the design cannot be provided, and a summary is not available, can a respondent schedule a time to review the design onsite or at the separate design team's office? | The RFP includes a site plan and select door details at the 60% level. The CMAR awardee will be given all design documentation to date for all locations immediately after contract execution and the DOR will continue to develop 100% design documents during this phase based on product vendor selection and CMAR needs. |
| 78 | Will the separate contract that is negotiated for a CMAR also have a 15% MWBE participation goal? | There will be a new DSBO participation goal that will be determined later after the scope has been clarified. |
| 79 | Where can DEN BIM be reviewed? Is there a link, or a document that can be provided? | DEN BIM & DFI Design Standards Manual - https://business.flydenver.com/bizops/documents/denDigitalFacilitiesInfrastructureDSM.pdf |

Physical Access Control System Phase II_ Questions & Answers 201952747

| # | Question | Answer |
|----|--|---|
| 80 | Can subcontractors of subcontractors count toward MWBE percentage? | Yes, as long as the subcontractor is MWBE certified – an LOI has been turned in and they are listed on the commitment form. They will count towards the MWBE goal on the project. |
| 81 | Is Contractor Sponsorship a requirement for Phase II? | The CMAR awardee will be sponsored by the DEN AIM Development division. |
| 82 | Can you provide insight as to how the 50M budget was established? | The \$50M prequalification amount is not the project budget. The \$50M value is the prequalification needed by the proposer to be considered responsive. |
| 83 | Can you describe the resources that DEN has dedicated to this project, outside of the DOR, and what their roles and responsibilities entail? | This project will be managed by DEN Airport Infrastructure Management (AIM) Development. The PACS project is vital and complex, DEN has assembled a team consisting of members from Security, Operations, IT and Business Technologies. Additionally, Airline and Tenant affairs, and others, will be included as these stakeholders become involved. A full roles and responsibilities matrix will be developed and agreed upon by DEN and the selected CMAR ensuring a partnership collaboration. |
| 84 | Do the GCs and other contractors currently working at the airport on major construction projects have scope to coordinate with the PACS replacement team? If not, what is the expectation and plan? | The expectation is that other project GC's (Great Hall and Concourse Expansion) will fully coordinate with the PACS CMAR. The PACS Project Manager will facilitate this with other respective Project Managers. |
| 85 | Does the airport have an idea of what resources (from various specific trades) would be required to complete Phase 2 and phase 3 in the allotted times frames propose? Please respond with type of trades that are envisioned for successful completion. | Phase 2 is pre-construction services focusing on professional services necessary for successful construction planning (site surveying, scheduling, phasing, estimating, and anything else required for CMAR success during construction). CMAR trades from phase 2 will also be necessary in a limited capacity for contractor project management, but assume that phase 3 will consist primarily of low voltage security integration and door/gate hardware repair/replacement. |
| 86 | Our company has performed similar scope to this project and completed access control replacement projects in multiple airports, including similar size airports. We are unclear under which Category we should select to list our access control replacement work. Please advise which category. | Pre-qualification for this procurement is a special category for the City and County of Denver. This prequalification can be applied for by proposers through demonstration of their ability to deliver the project as described in a project-specific prequalification application to the City and County of Denver. |
| 87 | If the Categories in the Contractors Prequalification Applications don't apply, are we able to complete the Project Specific Permission Application? | Pre-qualification for this procurement is a special category for the City and County of Denver. This prequalification can be applied for by proposers through demonstration of their ability to deliver the project as described in a project-specific prequalification application to the City and County of Denver. |
| 88 | Please provide a working link to exhibit E, currently it gives a 404 error. | Updated link provided in Addendum 1. |
| 89 | Is there a pre-set duration of review time for the DIA of the 60% and 90% cost estimates? | No, there isn't. |
| 90 | Will DIA be engaging an outside commissioning agent? | DEN utilizes third-party building commissioning services on numerous projects. There will be no third-party commissioning obtained by DEN for Phase 2 of the PACS project. |
| 91 | If "minor construction" activity is required to facilitate the completion of the design, will that work need to be permitted? | Unknown at this time. DEN does not make the determination on what work required permitting. |
| 92 | Are there current as-built drawings of the existing systems? | Limited, the DOR will provide what information DEN has to the awardee. |
| 93 | Section 1.1 describes in multiple places that temporary facilities, temporary routes, and detours would be required and for a respondent to offer advice here. Could you describe a typical scenario where you are envisioning this requirement? | Vendor, Tenants and Airlines will need to continue to have access to operational areas. If a door/gate that is vital to their operations is under construction a viable temporary route is necessary to remain operational. |
| 94 | 1.1 section 8 suggests that we recommend a procurement strategy for an access control subcontractor for phase 3, but also that an access control subcontractor will be used in Phase 2 and will be required on the CMAR team to develop final design documents. Understanding that the airport desires to take the team from Phase 2 into Phase 3 as a cohesive unit, can you explain the need for an access control procurement strategy? | Assuming the question refers to an integrator, the phase 2 integrator may (or may not) have necessary attributes and capabilities based product vendor selection in phase 2. Once the solution is selected, the CMAR will be vital in ensuring that the integrator has the ability to preform all work required in phase 3. |
| 95 | Is there a central repository available which provide complete, full-campus as-built drawings and related information including tenant and airline areas that will be impacted by PACS project? | There are as-builts for many areas, but full campus as-builts are not available. The DOR will provide 100% design documents, but the CMAR/GC will need to augment and work with the DOR to provide detailed existing condition investigation reports to ensure necessary documentation of existing conditions. |
| 96 | What are the DEN Technologies approval standards and process for site communication devices? | DEN has applicable standards, the DOR will incorporate these into the design documents. |
| 97 | Are there any additional airport standards for traffic control measures and way-finding signage above or different than the requirements of the "Manual of Uniform Traffic Control Devices for Streets and Highways", US Department of Transportation, Federal Highway Administration, including State of Colorado supplements? (i.e. colors, height, screening, | DEN has applicable standards, the DOR will incorporate these into the design documents. |
| 98 | Are there any airport standards for temporary structures, openings or facilities? (i.e. colors, height, keying, class, logos etc...) | DEN has applicable standards, the DOR will incorporate these into the design documents. |

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| # | Question | Answer |
|-----|--|--|
| 99 | Will there be space available for material and equipment storage within the airport system? | DEN does not anticipate the need for significant material storage during phase 2. Limited storage, if needed, may be available. |
| 100 | Will there be space available for a temporary construction office within the airport system? | Office space is limited at DEN and may be available depending on size requirements, however this should not be assumed for Phase 2. |
| 101 | Will DIA be providing access to existing utilities for the performance of this work? | On-site, yes. |
| 102 | Is there an existing PACS Survey or Report for the facility? | Yes, the DOR will provide these to the awardee shortly after selection. |
| 103 | Please explain Change Management requirements including contractor role/responsibility, documentation, and timelines. | Phase 2 is pre-construction services focusing on professional services necessary for successful construction planning (site surveying, scheduling, phasing, estimating, and anything else required for CMAR success during construction). Any necessary changes will require that a T&M amendment be submitted for project management office approval. |
| 104 | Please clarify the date on the form is not correct. It states July 23,2021, should it say August 11th? | Correct. The Attachment 1, Part 1 Proposal Acknowledgement Letter has been revised. See Addendum 3. |
| 105 | What percentage do you anticipate that any or all doors, frames or hardware be re-used or re-purposed? | Unknown, and will need to be identified during Phase 2 by the selected CMAR. |
| 106 | Will the existing products and materials to remain be identified on the 60% DDs? | As much as known, some are product selection dependent. |
| 107 | Please provide your standard door hardware schedules | Door hardware requirements will be provided by the DOR in the 100% design documents developed during Phase 2. |
| 108 | What is the importance of Q3 2024 in regards to substantial completion? | That is an estimate, final schedules will be developed during Phase 2. |
| 109 | How did DEN account for the global supply chain problems while crafting your project schedule? | Final schedules will be developed during Phase 2 and will need to identify all long lead items. |
| 110 | Please explain the make-up of the audience requiring any level end user training. Can you provide a general chart of end users that would show expected roles (either current or new) who utilize the system? | Training requirements will be developed during Phase 2, but assume training for Operations, Business Technologies, IT and Maintenance at a minimum. |
| 111 | Can you share the schedule that was used to establish the construction timeline for Phase III? | That is an estimate, final schedules will be developed during Phase 2. |
| 112 | What agreements do you have in place with your software manufacturers to ensure they will deliver support and updates in regards to this project? | PACS vendor selection will need to identify any concerns with integration of existing systems. |
| 113 | How are existing interface/integration manufacturers (such as SAAB and HID Safe) to be managed by the awardee for demonstration of connectors and interface for proof-of-concept requirements? | PACS vendor selection will need to identify any concerns with integration of existing systems. Assume that you will have cooperation from these existing system providers for demonstrations. |
| 114 | The RFP does not specify the schedule duration planned for the design effort and constructability review. Please provide anticipated dates on when the 100% design documents need to be completed. | The CMAR will collaborate with the DOR on the final design so this design can incorporate the CMAR's proposed solution. Therefore, the exact schedule of the design is dependent on the CMAR's input to the design. |
| 115 | Does the CMAR need to team and list their specific access control subcontractor as part of the Phase II bid submission? If so, can multiple CMARs choose the same access control subcontractor in their response? | Proposer's should present their ideal solution for team capabilities. DEN does not require any specific team makeup except one that meets the minimum DSBO participation. |
| 116 | In the absence of 60% design documentation and the unknown magnitude of the total scope, what methodology would DEN suggest respondents use to develop a potential manpower loading, phasing plan and resource allocation strategy to complete the scope in the time frames provided? | Phase 2 is pre-construction services focusing on professional services necessary for successful construction planning (site surveying, scheduling, phasing, estimating, and anything else required for CMAR success during construction). Once design documentation is 100% complete, the selected CMAR will need to define and develop that information for incorporation into a final maximum Project price for Phase 3. |
| 117 | For the design and constructability review, will the security consultant designer of record firm need assistance in visiting each security door to determine existing functionality, pathway routing from security panels to security devices to confirm that means and methods have been determined, or should we expect to have to visit each door location to validate? | The DOR has most of this information, but the selected CMAR will need to visit each location and work closely with the DOR for additional validation and reporting as necessary. |
| 118 | Does this scope of work include removal and replacement of door frames, doors, door hardware? If any of this scope is required, please confirm? | Phase 2 is pre-construction services focusing on professional services necessary for successful construction planning (site surveying, scheduling, phasing, estimating, and anything else required for CMAR success during construction). |
| 119 | Is there a door hardware consultant also hired by DEN and working with Security design consultant? | DEN has not, the DOR is providing door hardware requirements. |
| 120 | Does DEN airport have an estimated count on how many security access control door locations this scope of work includes? | The ultimate design will have approximately 8000-9000 points |
| 121 | What integrations with other airport operating systems does this scope of work include? | Design documents with integrations will be provided to the selected CMAR/GC. |
| 122 | Does DEN have existing as-built documents that will be available to successful contractor? | There are as-builts for many areas, but full campus as-builts are not available. The DOR will provide 100% design documents, but the CMAR/GC will need to augment and work with the DOR to provide detailed existing condition investigation reports to ensure necessary documentation of existing conditions. |

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| # | Question | Answer |
|-----|--|--|
| 123 | As the total Scope is still being developed inside Phase, while the GMP being developed, there may be a varying degree of partners and manpower required to be able to execute Phase 3 in the timeline as described in the RFP. Knowing that these are unknown variables, how should a CMAR best indicate their ability to complete the project within the timeline indicated with finite resources? | Phase 2 is pre-construction services focusing on professional services necessary for successful construction planning (site surveying, scheduling, phasing, estimating, and anything else required for CMAR success during construction). Once design documentation is 100% complete, the selected CMAR will need to define and develop that information for incorporation into a final maximum Project price for Phase 3. |
| 124 | For constructability review, will the contractor have access to the project site during normal operating hours? Or, will the contractor need to do investigations during off hour or peak hour times? If so, what are the hours of work that we can be expected to have access to airport? | Anticipate that the CMAR will have access to all sites during normal hours for constructability reviews. Limited areas may require after-hours work however this would be very few areas compared to the overall access control locations. |
| 125 | How often does the security designer of record holding owner design meetings? Are these done in person or virtually? | Most meetings will be held virtually each week or as needed for project augmentation, however in-person participation may be required at any or all meetings. |
| 126 | Per page 62 of the RFP, section 2.3.4 and 2.3.6 describe the required Professional Liability and Errors and Omissions insurance. Since DEN has hired a security design consultant to take design to 100%, is the successful contractor required to have professional liability (errors and omissions) & (Cyber) Insurance, since they would not be the designer of record? | Refer to Addendum 3 for updated requirements. |
| 127 | Has a shortlist of access control systems been approved? If so, will it be made available to the bidders? | After selection of the CMAR/GC, the awardee will be given a short list of vendors that will need to be presented to DEN for final selection. This list has taken into account existing hardware. |
| 128 | Will the design that has been completed up until now be made available? If so, does this design show the scope of the project, i.e. number of access control points in system, desired functionality of system, technical requirements for integration into other systems, | Yes at a 60% CD level to the CMAR awardee. |
| 129 | The link on page 6 of the RFP for Exhibit E is broken. Please provide the Exhibit E document. | Updated link provided in Addendum 1. |
| 130 | Does DEN Airport have any early information regarding the construction phasing sequence at this time? | No, to be developed during Phase 2. |
| 131 | The door one lines on page 16 of the RFP is missing the following keynotes: - 18, 19, 20, 23, 24, 25, 26, 27, 28, 29, 30 and 31 Please update this drawings sheet to identify where these keynotes relate the the door drawings | This door rough-in drawing is an example of many similar door rough-in drawings for the different types of doors, the Key Note list is typical for all of these sheets, the noted numbers are not utilized on this drawing. |
| 132 | On page 17 of the RFP, the design document for Door Type 20, sheet TY520, the keynotes skip from #26 to #28. Please provide the missing keynote #27 | This door rough-in drawing is an example of many similar door rough-in drawings for the different types of doors, the Key Note list is typical for all of these sheets, the noted numbers are not utilized on this drawing. |
| 133 | Please provide photographs of the communication room and associated panels. | There are several hundred IDF rooms and panels that vary greatly across the campus. Physical verification will be performed during Phase 2 by the selected CMAR. |
| 134 | The acronym "NCP" is used in multiple locations in the RFP (pages 12, 37, and 115) but is not defined within the RFP. Please provide the definition of this acronym. | Refer to Addendum 3. |
| 135 | It was stated during the prebid call that all Proposals are to be submitted online only, please confirm online submittal only and that a scanned document with corporate seal is expected by the team reviewing (Proposal Declaration Page 37)? | Confirmed--all proposals must be submitted online via the project page on BidNet. If the Prime is a corporation, that seal should be used where required in the proposal response. |
| 136 | Is there a pricing sheet or preferred format for submittal of prices associated with Proposal Narrative Content items i.e. Proposed Work Plan and Key Personnel? | Updated link provided in Addendum 1. |
| 137 | Reference: RFP Exhibit A Scope of Work A. Scope of Preconstruction Services 1.1 Preconstruction Services Question: Please provide a summary of door types and quantities, number of credentials, access groups, inputs and outputs, elevator control, number of cabs and floors, and user roles. | The CMAR awardee will be given all design documentation to date for all locations immediately after contract execution and the DOR will continue to develop 100% design documents during this phase based on product vendor selection and CMAR needs. |
| 138 | Reference: RFP Exhibit A Scope of Work A. Scope of Preconstruction Services 1.1 Preconstruction Services Question: Please provide a list of the software integrations to the existing access control system. | The CMAR awardee will be given all design documentation to date for all locations immediately after contract execution and the DOR will continue to develop 100% design documents during this phase based on product vendor selection and CMAR needs. |
| 139 | Reference: RFP Exhibit A Scope of Work A. Scope of Preconstruction Services 1.1 Preconstruction Services Question: Please provide the current preliminary schedule indicating the approximate durations of each of the pre-constructions activities. | DEN has not defined the duration of the pre-construction activities, this will be dependent on the proposer's ability to complete the required scope of work based on the team proposed. |
| 140 | Reference: RFP Exhibit A Scope of Work A. Scope of Preconstruction Services 1.1 Preconstruction Services Question: Will DEN be providing IT services such as server virtual environment, disaster recovery infrastructure, etc.? | Yes, DEN will. |
| 141 | Reference: RFP Exhibit A Scope of Work A. Scope of Preconstruction Services 1.1 Preconstruction Services Question: Will DEN be providing IT services such as server virtual environment, disaster recovery infrastructure, etc.? | Yes, DEN will. |
| 142 | Reference: RFP Exhibit A Scope of Work A. Scope of Preconstruction Services 1.1 Preconstruction Services - Subject: Aside from the access control hardware to be replaced at each portal, please describe any additional construction work to be performed such as | Phase 2 will need to identify gates/doors/hardware that would affect the functionality of the new system and require repair or replacement. |
| 143 | Reference: RFP Exhibit A Scope of Work A. Scope of Preconstruction Services 1.1 Preconstruction Services - Question: Please describe the status of requirements development for the new access control system due to the 60% design, in order to define the additional development necessary. | The CMAR will collaborate with the DOR on the final design so this design can incorporate the CMAR's proposed solution. |

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| # | Question | Answer |
|-----|--|--|
| 144 | Is the awardee of phase 2 required to have a sponsor prior to award of the contract? | The CMAR awardee will be sponsored by the DEN AIM Development division. |
| 145 | Reference: RFP Exhibit A Scope of Work A. Scope of Preconstruction Services 1.1 Preconstruction Services Question: Please provide a list of the groups or departments in the Communications Center with a brief description of their responsibilities and the systems that they require access to. | In the Communications Centers (Primary and Backup) the PACS system is monitored and utilized by DEN Operations to meet TSR 1542 requirements. |
| 146 | Reference: RFP Exhibit A Scope of Work A. Scope of Preconstruction Services 1.1 Preconstruction Services Question: Please provide a detailed list of the deliverables for the | All documents listed in both the RFP and the Pre-bid conference presentation. |
| 147 | Reference: RFP Exhibit A Scope of Work A. Scope of Preconstruction Services 1.1 Preconstruction Services Question: Please describe DEN requirements for pre-production software testing, and the status of any existing pre-production environment regarding the ability to support the new access control system. | The CMAR awardee will be given all design documentation to date for all locations immediately after contract execution and the DOR will continue to develop 100% design documents during this phase based on product vendor selection and CMAR needs. |
| 148 | Please provide the listing of attendees at that the two sessions of the mandatory site visits on Friday, August 20. | A list of all site visit registrants has been included with Addendum 3. |
| 149 | There is a Proposal Disclosure form identified, however there isn't a specific form in the RFP with that name. Please clarify what DEN is requiring for this form. | Section III-15 of the RFP discusses Disclosure of Legal and Administrative Proceedings and Financial Condition. This is tied to the form at Attachment 1, Part 3. The second reference in the Proposal Submittal Requirements to a "Proposal Disclosure" appears to be in error. |
| 150 | Please describe how DEN utilizes Maximo, and the expectations of the awarded bidder within the Maximo suite. | DEN uses Maximo as a means of tracking maintenance on the infrastructure, there are no expectations that the awarded party will be utilizing the system. |
| 151 | Can you please provide the scoring weight for the evaluation criteria? | DEN does not elect to share this information. |
| 152 | Per section 1.8 of the RFP "Provide a preliminary construction schedule. Describe approach to managing the schedule, taking into consideration operational, regulatory, security, and access issues. Include a discussion on elements that put the schedule at risk and if appropriate, an approach to accelerate the schedule and the premium cost to do so." Please clarify if the schedule referred to above is the Phase 3 construction schedule or the Phase 2 pre-construction schedule. | The section that you are referring to is the proposal narrative contents and should convey to the reviewer your understanding of construction schedule elements (Phase 3). |
| 153 | Please clarify, the copies of the OSHA 300 Log for the past three years are not part of the page limit count for the narrative. | They are not part of the page limit. |
| 154 | With the addition of the MWBE utilization plan to the narrative (addendum 1), can a minimum of four pages be added to the narrative for the MWBE Utilization Plan? Or can the MWBE be a separate exhibit? A MWBE Utilization Plan is still shown as a DSBO form. | The MWBE Utilization Plan should be included in the narrative content but does not count towards the page limit. The rest of the narrative does, however, so be mindful of that when drafting the proposal. |
| 155 | To be able to read the Organization charts they will need to be multiple pages, will the Airport allow the the Organization charts to be excluded from the page count? | Organizational charts are included in the page count. |
| 156 | The RFP includes a prevailing wage schedule for HIGHWAY CONSTRUCTION PROJECTS, can you provide a more relevant schedule? | Addendum 1 included a schedule for Building. |
| 157 | Does the MWBE Utilization Plan count towards the 20 page limit? | The MWBE Utilization Plan should be included in the narrative content but does not count towards the page limit. The rest of the narrative does, however, so be mindful of that when drafting the proposal. |
| 158 | Does this project qualify to be enrolled in DEN's ROCIP program? | Phase 2 is not ROCIP, Phase 3 will be ROCIP4. |
| 159 | Is DEN encouraging phase II bidders to formally team with a system integrator for this RFP response and prior to the final selection of the access control system technology platform manufacturer? If yes, will the integrator be permitted to move on to phase III - construction phase without a public competition as typically required with DEN projects? | The system vendor will be selected in phase 2, if the integrator you're teamed with is certified to install the selected system they can be negotiated as part of the maximum Project price. |
| 160 | The current understanding from the RFP and job walk is that DEN has investigated several technology manufacturers platforms prior to the release of the RFP. Will DEN provide the name(s) of those under consideration? If not, when will that information be available? | After selection of the CMAR/GC, the awardee will be given a short list of vendors that will need to be presented to DEN for final selection |
| 161 | Is DEN looking to contract with an open source technology phase II contractor or one of a proprietary nature? | The final solution will be an open architecture COTS solution. |

Site Visit Registrations PACS Phase II (201952747)

| | |
|-------------------|-------------------|
| Marc Auville | Bill Navarre |
| Jim Barker | Thomas Neugebauer |
| Ken Beckey | Obaro Odoh-Tadafe |
| Jeremy Blubaugh | Scott Ondik |
| Alan Cronin | Scott Pandy |
| Scott Engebretson | Frank Pervola |
| Samuel Evans | Donaven Pierce |
| Brian FitzGerrell | Adam Rowley |
| Andy Graham | Tom Schrock |
| Cary Gulsby | Linda Schulte |
| Kyle Heaton | Andrew Shemo |
| Chris Hedrick | Damon Sickmon |
| Chad Hendrickson | Mihai Simon |
| Sky Holt | Marty Sims |
| Alex Jackson | Rachel Slotnick |
| Jim Johnson | Dan Smirnov |
| Robert Kimber | Monika Stenger |
| Justin Land | Kelly Stumpf |
| Kevin McAnulla | Alfredo Topete |
| Patrick McInerney | Troy Wintzen |
| Rey Medina | Kirk Wisnewski |
| Fritz Mercer | Conifer Yunker |
| Bradley Monson | Michael Zackoff |
| Matt Murray | |

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

City and County of Denver
Denver International Airport

Proposer: _____ Date: _____

Michael Sheehan, – Senior Vice President
Airport Infrastructure Management
Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated August 11, 2021 for RFP NO. 201952747, 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: _____

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: [insert specific DEN email address for the given contract]

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability:
Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual per location aggregate must be maintained.
 - a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
 - b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
2. Business Automobile Liability:
Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.
 - a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
 - b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
 - c. The policy must not contain an exclusion related to operations on airport premises.

- d. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - e. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - f. If Contractor will be completing all services to DEN under this Agreement remotely, this requirement will be waived.
3. **Workers' Compensation and Employer's Liability Insurance:**
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Professional Liability (Errors and Omissions) Insurance:**
Contractor shall maintain a minimum limit of \$5,000,000 each claim and annual aggregate, providing coverage for all applicable professional services outlined in this Agreement.
5. **Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):**
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.
- a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.
6. **Excess/Umbrella Liability:**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification.

H. Additional Provisions

1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required minimum per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage remains in force.
9. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
10. 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.

11. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. . All coverage requirements 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.
12. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to the required coverage.
13. No material changes, modifications or interlineations to insurance coverage required under this Agreement shall be allowed without the review and written approval of DEN Risk Management.
14. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
15. Contractor's failure to maintain the insurance required by this Agreement shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.



DEN PHYSICAL ACCESS CONTROL SYSTEM PHASE II

RFP NO. 201952747

OCTOBER 11, 2021

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COVER LETTER

October 11, 2021

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

YOUR DEN CONTRACTOR.

Dear Randy and Members of the Selection Committee,

PCL is pleased to submit our response to the Request for Proposal (RFP) for the Physical Access Control System (PACS) Phase II Project at Denver International Airport (DEN). Since working alongside DEN to construct the main terminal and parking garages in the early 1990's, PCL has maintained a strong relationship with the airport staff and stakeholders, having performed over 50 projects of all scopes and sizes. Whether through On-Call services or stand-alone open bids, PCL has worked in all areas of the terminal, concourses, and back-of-house areas and intimately understands the proactive planning, security management, logistics and stakeholder communication required for project success.

Our team is comprised of uniquely qualified subconsultants who have extensive previous experience working with DEN, Category X Airports and physical access control systems projects across the country. **Proposed subconsultants include Birdi Systems, Inc., an industry leader in airport security and access control integration, and MWBE firms Servitech, Inc., Select Building Group and Zann & Associates Inc.** Our team provides DEN several distinct advantages that offer added value and benefit to your Physical Access Control System Phase II Project. A few of these benefits are described below:

AIRPORT SECURITY EXPERTISE. Our team understands the logistics and technical requirements of complex airport security projects like your Physical Access Control System Phase II project. PCL and Birdi Systems, Inc. have successfully collaborated with airport facility stakeholders in the pre-planning, design-assist, multi-technology platform integration selection and bid-packaging to **assist in navigating the challenges of similar projects across the country, including at San Diego International airport, and, most recently, Los Angeles International Airport (LAX).** We commit to partnering with DEN to efficiently and cost-effectively deliver this project.

DEN FAMILIARITY AND RELATIONSHIPS. PCL currently has an on-site presence at DEN, including offices, tools, and equipment. **This unique presence allows us an intimate understanding of DEN's requirements, processes, and programs, as well as already formed, strong relationships with DEN staff across various departments.** We are familiar with working at your active airport and understand the safety and security requirements. This familiarity will ensure DEN receives a cost-competitive and streamlined approach that minimizes surprises and disruptions to your daily operations.

UNIQUELY CUSTOMIZED STRATEGY FOR A HIGHLY TECHNICAL PROJECT. The PCL team understands the unique complexities of a custom engineered facility technology access control system. Our team of experts is familiar with the original network system and existing infrastructure. Our proposed technical experts have experience with multi-layer network integration and operability. **This already**



established DEN PACS expertise and knowledge allows us to leverage your existing system and future-proof your network for years to come.

PROVEN MINORITY/WOMEN BUSINESS COMMITMENT. We are committed to achieving DEN's 15% MWBE participation goal, leveraging our strong relationships within the MWBE community. PCL has a proven track record of meeting MWBE participation goals for DEN and the City and County of Denver, typically by at least 2% on all projects. Our team has been proactively soliciting bids from certified firms for your project, resulting in a commitment of 15% MWBE participation. **A testament to our commitment to MWBE, PCL has been selected to participate in the City and County of Denver's DSBO Mentor Protégé Program for DOTI and is partnering with MWBE protege, Select Building Group on this project.** Our commitment to Denver's small and diverse business community will be carried through your DEN Physical Access Control System Phase II project.

Full Name of Company: PCL Construction Services, Inc.

Key Staff Availability: Our team's key staff identified in Section 4 will be available to perform the work for the duration of the contract term.

Dun & Bradstreet Number: 130856909

Confidential Information: The information provided in Exhibit B and Tab 2 and 3 are proprietary and confidential.

We look forward to continuing our existing partnership with DEN. PCL acknowledges Addendums No, 1,2 and 3 and related attachments.

Respectfully,

A handwritten signature in black ink, appearing to read 'Ryan Schmidt', with a horizontal line extending to the right.

Ryan Schmidt | Principal-in-Charge | PCL Construction Services, Inc.
p 303.365.6598 | c 720.391.1382 | rpschmidt@pcl.com
2000 S Colorado Blvd Suite 2-500, Denver, CO 80222

TAB ONE ▶

**COST
EFFECTIVENESS
AND SCHEDULE**



CONSTRUCTION

TOGETHER WE BUILD SUCCESS

TAB 1 COST EFFECTIVENESS AND SCHEDULE



A. Philosophy on cost-effectiveness and efficiency to help DEN meet the project budget without compromising quality

The PCL team's cost-effectiveness and efficiency philosophy strives to adopt the optimal balance between completeness of design, purchasing timeframes, and costs to meet the project budget with minimal life cycle and maintenance costs following project completion.

From project start, our team will partner with DEN to understand your needs, operational concerns, and budget constraints to ensure we provide equipment selections that meet your short and long-term goals. **Our team will remain proactive by asking critical design questions early, presenting options with accompanying pros and cons, and ensuring cost-effectiveness for all equipment and systems.**

Prequalified PACS integration subcontractors will be solicited for market pricing and industry options. Subject to DEN's input, we will select vendors that offer packaged discounts to supply multiple pieces of equipment. Vendors will also be selected based on their ability to:

1. Proven experience delivering an access control system that equals or exceeds final design intent
2. Be certified by the manufacturer to install and service the specified technology manufactures equipment
3. Provide competitive pricing on "Parts" and "Smarts"
4. Provide acceptable Licensing terms and open protocol architecture
5. Provide exceptional in-house and local support after final completion

This approach not only decreases your upfront equipment cost but minimizes the learning curve for the DEN Team and reduces the spare parts inventory required for future maintenance.

Our cost-effective approach is not limited to the Contractor's cost of construction. Our previous work with DEN proves that PCL takes proactive steps in planning and coordinating with all stakeholders to minimize costs for third-party companies, including owner representatives, inspectors, and commissioning agents. This is addressed by incorporating input from the project team and capitalizing on sequencing, scheduling, and planning efficiencies.

Finally, PCL's preconstruction team takes steps towards mitigating impacts to stakeholder's revenue streams. This has been proven on previous DEN projects through PCL's flexible working hours, strategic sequencing of work, deployment of additional measures to mitigate impacts, and professional, well-kept work areas with no impact to operations or the passenger experience. This philosophy to preconstruction maximizes quality to your entire DEN team.

A.1 Quality control philosophy of the consultant/subconsultant and strategy to minimize errors or re-work that may result in increased costs to the project

Our Team culture promotes setting design and construction priorities with a project first mentality. With that mindset, quality control becomes paramount to our joint success and it starts from day one. **A commitment to quality and expectations will be identified during the discovery charrette with DEN and the stakeholders (described further in upcoming sections).** PCL's understanding of the project and project approach focuses on benchmarking and an iterative process that will provide internal quality control checks with DEN, DEN stakeholders, the design team and all project team members. Team members will

hold each other accountable to meet these quality expectations from design, to purchasing, to final inspection.

To complement these efforts, we will establish a common technology platform, Autodesk 360, to use and share information. This communication platform strategy provides a live information feed between the field tablets and to the project Team. Quality only becomes an issue when it is not addressed expeditiously.

A.2 Right-sizing the team for each task to help DEN achieve project objectives, optimizing team expertise and capabilities, while complying with the contract M/WBE goal

Our PCL team is comprised of proven professionals steeped in the PCL and DEN culture, knowledgeable in the industry, and well experienced in the management of subcontractors. Our technology SME, Birdi Systems, Inc. has completed similar work on **over 100 airports across the country, including, most recently, working closely with PCL on LAX.** Servitech is our experienced DEN based MWBE who will complete PACS field investigations and reporting. MWBE Mentor Protege, Select Building Group will, assist with field investigations as well as project controls planning and reporting. We see our subcontractors as true partners in any project and seek their expertise, input, and buy-in as project execution plans and schedules develop.

With the varying areas throughout the airport that will require concurrent work, we will work closely with all team members to create right-sized task orders by scope, assignment, and area. During the initial component identification stage (described in Tab 2), early component identification will allow for maximized team right-sizing during the investigation stages and design iterations. PCL is committed to meeting the 15% MWBE participation goal on this project.

A.3 Methods used to manage subconsultants to maintain effectiveness and quality

PCL will collaborate with the Team and use methods to manage the process as described in Tab 2 and Tab 3 of this proposal.

Using this method, PCL will maintain daily communication with Birdi Systems, Inc., Servitech and Select Building Group as well as subtrades on site on each task to discuss quality and schedule. **The PCL Team will provide over-the-shoulder design reviews and inspect field installations daily to identify any quality issues.** If issues

are found, PCL will provide solutions in a timely manner to avoid any schedule or non-conformance report (NCR) impacts.

B. Plan for managing and tracking the cost for the work. Include descriptions of cost tracking tools and summary reports

Through PCL's proprietary software and our Project Insite Dashboard, our Team can create customizable dashboard systems to monitor and maintain control over project costs and provide real-time reporting. This enhanced method of visual communication increases the effectiveness of decision-making and allows for timely and immediate intervention if required.

PROJECT INSIGHT DASHBOARD



Our cost estimating documents include easy-to-read reports that document our efforts in an open-book and transparent manner, so the Owner knows how they are spending their money and can make informed decisions along the way. **At each design milestone or as desired, PCL provides a formal Budget Update Report,** which identifies the overall project budget status. Also included are variances from the previous budget, scope optimization suggestions, cost-saving / value engineering options, the basis of budget, and move forward recommendations. Our team uses four key documents included with our Budget Update Report and cross-references the various design development stages with this report to determine variances in the project program, design changes, material/systems changes and constructability issues to ensure that the budget is maintained.

C. Experience and expectations for labor and materials availability on this project. Explain the plan to generate sufficient subcontractor and/or material supplier competition in the bidding to minimize project costs.

Eight-Step Plan to Generating Subcontractor Competition to Minimize Project Costs

Step 1: Understand Front Range and National Competing Projects

PCL has a pulse on the local work environment and we as the national stage, and will constantly work to understand the best resource procurement strategy.

Step 2: Procurement Schedule Development

Bid timing in the market is critical right now for maximum participation and materials availability.

Step 3: Build up a Potential Bidder Listing

PCL's 'scope ladder bidding' approach has been utilized with great success creating material supplier competition.

Step 4: Standardize Subcontractor Outreach

Direct outreach (personal phone calling) increases efficiency of bid/contract award process and increases participation.

Step 5: Customize Bid Packages and Bid Package Assembly

Ensures the procurement intent and scope of the packages are clear and concise.

Step 6: Comprehensive Bid Analysis

A side-by-side breakdown to review potential VE options, obtain clarifications, and any supplemental information.

Step 7: Leverage Self-performed Work to Drive Schedule

PCL carefully assesses what types of project scope makes sense to bid, plan and self-perform to drive the schedule.

Step 8: Cost Certainty Using Onboarding Process

PCL will not "drag out" subcontracting and will ensure that labor and material cost escalations are avoided.

D. Approach to cost estimating and value engineering work.

Initially, the PCL cost estimating approach will create a control budget to monitor and maintain control over project costs through proprietary software. As with our progress budgets, and during the phases of the design, we perform internal take-offs and quantify the project. **Our control budgets are based upon anticipated final quantities and costs at the time services/trades are secured.** We utilize On-Screen take-offs to provide reliable estimates and ensure diligent cost control procedures are in place.

Our approach also provides the following critical actions in the estimating process:

- ▲ Reliability to anticipate and price items not shown in the drawings.
- ▲ Develop estimates with a detailed quantity survey by utilizing On-Screen take-off.
- ▲ Utilize On-Screen as a visual tool to encourage companies to participate in the project.
- ▲ Utilize the design model to estimate quantities and ensure scopes is accurate.
- ▲ Identify critical risk factors and establish appropriate contingencies .

Early technology SME involvement from our experienced team, ensures that constructability issues are reviewed with value added suggestions. These reviews will not only create financial savings, but also provide greater schedule control and allow for strategic procurement during the construction phase.

E. Provide a preliminary construction schedule. Describe approach to managing the schedule, taking into consideration operational, regulatory, security, and access issues. Include a discussion on elements that put the schedule at risk and if appropriate, an approach to accelerate the schedule and the premium cost to do so.

Per addendum No.3, question 28, “a preliminary schedule is not required, but will be developed and refined throughout Phase 2.” PCL will use schedule methods to manage the process as described in Tab 3 of this proposal.

As task orders are developed, PCL will generate a detailed schedule for each area or groups of areas to consider the critical / longest path. This will give the team the ability to assess risk involved with procuring the materials needed for installation, and DEN requirements. Construction prework, activities and procurement will all be clearly communicated to back into the start date so the milestone activities can be accomplished. This tried-and-true methodology has proven successful on other similar projects to ensure project risks are identified early.

There are two major advantages to this approach.

- ▲ Our team can break up the work in multiple areas so that subcontractors are not spread thin.

- ▲ DEN has the choice to approve premium time to accelerate critical individual group areas.

Costs for acceleration will be identified as these areas are developed and labor premium for typical acceleration ranges in 10-15% the cost of the work.

F. Describe the proposed method of documenting the line-item components of the NCP and the method of determining whether project changes are inside or outside the scope of the NCP.

Upon award, our team intends to hold an in-depth collaborative meeting with DEN IT and airport stakeholders, AECOM designers, our technology SME , and boots on the ground partners to create an accurate Access Control Network Architecture Profile. **Through this effort, we will be able to map out the current individual components within the existing server network layer, the what and how of the network control protocol layer (NCP), the (PPP) point to point protocol, the (AP) authentication protocol and the (LP) link control protocol.** This map will be our collaborative and intuitive tool to visually see the access control system architecture from the central security room, to each building area and down to the peripheral devices. Servitech will assist with field verifications and Birdi Systems, Inc. will assist with documenting the network server types and performance hardware/software capabilities and network cabling infrastructure capabilities. This effort while intensive will help ensure we develop and deliver the most cost effective and risk mitigated system retrofit.

“Highly skilled Project Management capabilities with proven leadership in managing contractors and working with stakeholders. This company is well respected in the industry and works well with other contractors.”

David Nwachukwu, Los Angeles World Airports IT Security and Public Safety Systems Division

TAB TWO ▶

**UNDERSTANDING
THE PROJECT
(CONFIDENTIAL)**



CONSTRUCTION

TOGETHER WE BUILD SUCCESS

TAB 2 UNDERSTANDING THE PROJECT

The PCL Team, as demonstrated through its similar project experiences and review of the Project RFP, has positioned us for an excellent understanding of the DEN PACS project Scope of Work. The understanding, complexities, and challenges as well as the approaches and philosophy are summarized in the following pages.

A. Understanding the Scope of Work

1. Large campus wide replacement controlling multiple facilities

Some of the important scope elements and complexity includes:

- a. Designs are standardized for facility-wide consistency.
- b. Access levels, schedules (time/date and physical areas), alarm reporting.
- c. Distributed system administration and monitoring.
- d. CBP and TSA standards compliance. For example, door interlock requirements in the FIS areas are important considerations.
- e. Requirements as per areas of the airport – secured, sterile, and restricted.

2. Multiple integrations with other systems

Integrations at multiple levels of the system including:

- a. Software, database, network, hardware, infrastructure spanning multiple systems.
- b. Credentialing, FLS, BHS, Elevators, VMS, Duress Alarms, CBP systems, TSA systems, Perimeter Access Control Systems.
- c. Tenant systems (cargo, airlines, concessions, flight catering, General Aviation services (private terminals).
- d. Public safety, law enforcement and fire departments (Knox boxes) that have jurisdiction, PIDS (if applicable) and others as per DEN requirements.

3. Communications infrastructure replacements

Some of the important scope elements and considerations include:

- a. Understanding Current Conditions of the fiber and the copper infrastructure.
- b. Understanding the existing DEN Airport Network and ownership in terms of provisioning

and the responsibility for the network.

- c. Discontinued devices; if using Cisco, 9K devices versus non 9K devices.
- d. System to system integration considerations that would require opening of ports and cyber security protections along with media converters for long distance fiber runs.
- e. The possibility of the options of a Wireless network versus expensive fiber runs to remote locations.
- f. Factoring for hardened switches if there is a requirement for outside installations.

4. Door/Gate hardware evaluations and replacements

We have reviewed the example Door/Gate configurations of the Type 1 and Type 20 doors and some of the elements that the PCL Team will focus on will include:

- a. Ensure that the current condition at each location is understood and documented.
- b. While applying door/gate hardware standards the team MUST evaluate all opportunities to maximize the use of current infrastructure for cost effectiveness.
- c. A focus on the BHS door interfaces and any different types of BHS systems at various levels of wear and tear typically encountered at an airport the size of DEN.

5. Legacy system has reached its end of useful life with limited capabilities

- a. Our experience with large scale existing Legacy PACS systems have shown us that over time these systems become obsolete because of capability limitation in expandability and software performance. We have assisted our other clients in identifying significant gaps between the existing system and the proposed design solution. A thorough current conditions analysis will be key to help identify these gaps.
- b. A feature of the analysis will further assist DEN and the design team in the final selection of the new technology system manufacture.
- c. Implications of end of life include a program that needs to be completed at a fast pace. One solution would be to package the project into two phases:
 - i. Replace current functional capabilities only

- ii. Enhance current functional capabilities meeting the designs for the new system
- iii. Packaging in the this manner will allow an early replacement of the current system and therefore mitigation of system failure risks.
- e. Our approach will reduce program risks by keeping in mind the basic principle of one change at a time. Making multiple changes in one step exponentially increases the project risks.

6. New PACS Technology System must be Flexible enterprise level system

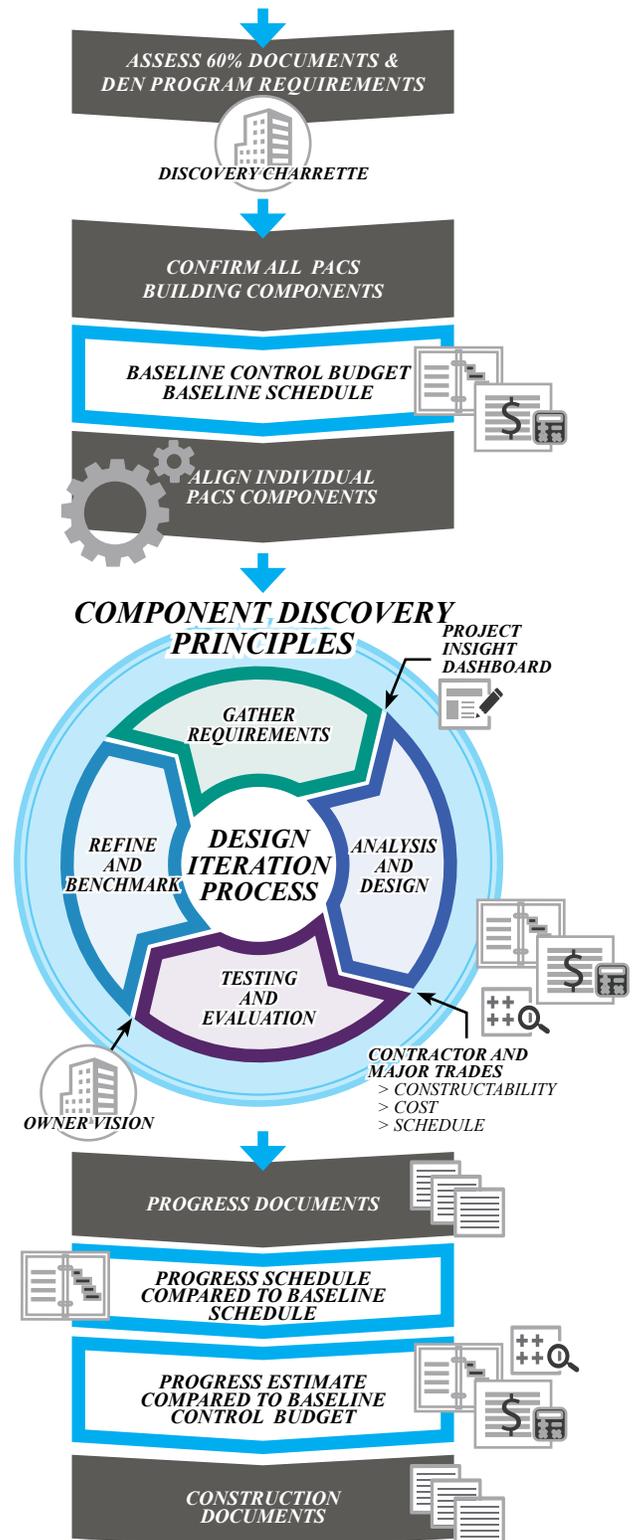
- a. Flexibility will include both operational and technological.
- b. Proven, off the shelf non-proprietary and not within the operating system, nearing its design shelf-life
- c. Operational flexibility should meet the requirements of the complex DEN environment. That means expandable, updatable and a favorable licensing terms.
- d. System capabilities must include the ability for a distributed system administration to allow major stakeholders like major airlines to be able to administer or integrate with, as the DEN's preferred policy, the new system.
- e. Similarly, the system should allow for forensics analysis and multiple integrations.
- f. For an apples-to-apples comparison, our team will develop a thorough set of concepts of operations and use cases and will advise the airport to develop a set of use cases that will provide a thorough analysis of the true capabilities of the vendor systems.

Dealing with problems in the Work

The philosophy and project approach for this project has been customized to ensure the highest level of quality for DEN and will validate the program with design and field conditions, as briefly outlined in the scope of work. Teamwork and collaboration will be key to managing all challenges and complexities during this phase. The approach for dealing with problems in the work is shown in the graphic below and outlined as follows:

PCL Team Approach

The PCL team has customized our approach to work collaboratively through individual component discovery, identify problems and solutions through an iterative team process and drive towards finding solutions that meet DEN stakeholders benchmarks prior to progress documents being finalized. The graphic below and the next pages illustrate this common sense approach to the Scope of Work.



PCL Team Approach

1) Completely Assess 60% Documents and DEN Program Requirements

- a. Immediately after award hold a working charrette to lay out all past, current, future program requirements as well as the current 60% design documents.
- b. Utilize additional meeting charrettes for additional “deeper dives” into the understanding of the existing systems architecture (i.e. system components).
- c. Also following award, our team will hold meetings with DEN IT, airport stakeholders and AECOM designers, to develop an accurate Access Control Network architecture profile.

2) Confirm All PACS Building Components – Current System Configuration Discovery

- a. The PCL team will advise, assist, and provide recommendations with an initial constructability review for the DEN project stakeholders.
- b. Using the information from the charrette(s), the PCL team will establish a baseline schedule to achieve substantial completion no later than 3rd quarter of 2024.
- c. The PCL team will also use the information from the charrette to begin a baseline cost estimate for the work including individual component schedule of values. At this stage, early problems that have been identified can also be tracked for resolution by the PCL SME team.

3) Align Individual PACS Components – Preconstruction Process Approach

- a. Each identified component will follow the PCL Preconstruction Process Approach guidelines:
 1. Verify/validate current component Program benchmark.
 2. Gather requirements (information on construction methods, construction feasibility, alternative materials/methods, etc.) by field investigations, vendor contact, technology research and/or current construction industry practices. (MWBE utilization)
 3. DOR integrates the updated/associated information into the current design documents as required.
 4. Benchmark testing and evaluation by DEN stakeholders of alternative component design standards.

- b. Once the individual system component has been evaluated and accepted by DEN stakeholders, the progress design package will be updated by the Design Team. Technology vendor/manufactures will formally present their solutions to the PCL team and DEN stakeholders prior to final selection.
- c. PCL team will collaborate with DEN to facilitate the fabrication of an onsite system technology Mock-up lab. This lab is intended for the technology system manufacture to demonstrate their systems capabilities in a secure and isolated environment. We have found this approach most beneficial for vendor quality assurance testing prior to system implementation.
- d. If the individual system component is not accepted by DEN stakeholders, or additional problems are encountered in the design, the PCL team will re-engage the discovery activities by (1) gathering additional requirements (2) DOR integrating with the current design and (3) benchmark testing and evaluation by DEN stakeholders.
- e. This process will continue until 100% design has been approved by DEN stakeholders and will serve as the initial quality control and constructability reviews for the project.

4) Drive to Construction NTP Recommendations and Start of Construction

- a. After some or all these steps are complete, PCL will recommend bid package and procurement strategies, update construction estimates, provide value engineering, develop resource loaded schedules and finalize safety, environmental and quality control programs .
- b. PCL will work with the DEN stakeholders and develop a schedule framework for when and how construction in the field can begin.

“This contractor constantly exceeds customer satisfaction in all aspects. For instance, this contractor went beyond its responsibility and assisted another competing contractor to make sure the security systems involved were commissioned successfully and therefore protected LAWA from schedule delays and cost impacts.”

**David Nwachukwu,
Los Angeles World Airports IT Security and
Public Safety Systems Division**

KEY ISSUES, CONSTRAINTS AND RISKS AND RESOLUTION APPROACH

Risk New Biometric door readers are unable to read old DEN cards during system transition

This issue needs to be resolved during the design process as technically there may not be a work around and DEN will likely have to issue new badges, enterprise wide, prior to the cutover. Such an effort cannot be underestimated as it has a significant impact to both cost, schedule, and stakeholder operations. Worst case scenario this may be accompanied with the need to adjust the existing system. If it is identified that there is a badge compatibility issue as indicated above, the PCL Team will work with operations to ensure that all new badges being issued are compatible to the new PACS.

Risk Laboratory and Field environments are not 100% equivalent in terms of configuration

If there are such gaps that cannot be overcome due to technical and/or operational constraints, identify those areas early in the SAT Test Plan to ensure early focus and testing of those integration points; if there are such gaps there will be a need to develop simulation software for testing purposes. Early identification of such a need is important through an understanding of full scope, relevant current conditions identification and stakeholder coordination. The PCL Team members are experts in this area and have accomplished this on numerous occasions.

Risk Untimely delivery of API related information by 3rd Party Contractors

The PCL Team has prior integration experience of the major systems that are typically required to integrate with an airport PACS and through its experience will support the DOR with the development of strong interface design documentation. Delays in acquiring proper API documentation will be normalized within the schedule by acting early on this item to mitigate a 3rd Party 'Detrimental Dependency' Additionally, during the system vendor selection process, a solution with commercially available interfaces with existing systems at DEN will be scored favorable.

Risk Existing infrastructure may not support the new PACS components like biometrics

The PCL Team will work closely with the DOR to ensure that current infrastructure conditions are understood so that the designs bridge any such gaps.

Risk Connection/communication issue in network system arises during transition

The PCL Team will ensure that the DEN network administrator(s) are a part of the transition team.

Risk Configuration of Facial Recognition software can be challenging to meet requirements

The PCL Team understands and has strong experience with video analytics including Facial Recognition. Configuring these technologies can be a challenge depending on site specific environmental conditions (seasonal changes in lighting, complexity of the content due to use cases etc. that are difficult to predict and develop into the technology. Sufficient attention, time and effort needs to be invested during the design process to understand these local environmental conditions; establish a pilot program to test in the lab an in select locations to ensure challenges are overcome prior to full deployment and cutover.

KEY ISSUES, CONSTRAINTS AND RISKS AND RESOLUTION APPROACH

Risk Timing for selection of the technology manufacture platform may delay project

To expedite selection of technology, the PCL Team recommends organizing the design into two packages –Package I - A functional design with a performance specification to procure the right technology for DEN; and Package II – An A&E infrastructure design and specification (door details, communications infrastructure, power etc.) to procure the other trades. We recommend that Package I is expedited to take care of the (potentially) lengthy procurement for the right technology. Also, the selected technology may impact final infrastructure designs.

Risk Commissioning/cutover to replace DEN's active PACS is the most challenging project phase

To ensure success during this critical phase, the PCL Team's cutover plan shall consider all system layers of DEN's PACS system:

1. **PACS Application User Interface (U/I):** Ensure the U/I is designed and configured to meet the functional needs of the entire user base and impacted stakeholders. The U/I shall be tested for conformance of requirements and accepted by the users prior to system cutover.
2. **Interfaces:** All interfaces required are identified, adequately designed, implemented and tested prior to cutover. Any challenges in developing these interfaces specifically in regards to lack of 3rd party system interfaces will be addressed by early stakeholder and 3rd party coordination.
3. **PACS Database:** This layer of the PACS shall play the most critical role during system cutover and commissioning. At a high level, the following details shall be designed and implemented:
 - a. Database migration scripts shall be developed and implemented to migrate badge holder and airport-wide portal data from either the current PACS' database or from the credentialing system database.
 - b. Database scripts shall be designed and implemented to ensure there is real-time database sync between the current and the new PACS databases. The approach to these shall be determined from the current conditions analysis and will depend on which of the two systems, the current credentialing or the PACS, are the easiest to interface with which in turn will depend on availability of APIs, working relationships with the vendors etc. Our preference would be the development of an interface with the credentialing system to not 'disturb' the production PACS. This approach is also more efficient as it can then be easily scaled to establish the production interface, for the long term, between the PACS and the credentialing system.
4. **Network Layer, Servers and Operating System:** Ensure testing procedures are designed in detail and implemented prior to cutover to include individual network segments and the PACS servers. Elements shall include but not be limited to cyber security, system failover, Disaster Recovery (DR) and interfaces with other systems are active prior to system cutover.
5. **Infrastructure Layer:** Ensure testing procedures for the cable plant during the design and during construction ensure the testing and acceptance has been successfully conducted prior to cutover

Additional details for commissioning are addressed in Tab 3.

KEY ISSUES, CONSTRAINTS AND RISKS AND RESOLUTION APPROACH

Risk Quality control of system components and pre-testing prior to replacement

Laboratory Setup/Activation: Once the configuration of the system components is finalized, the PCL Team will work to quickly procure and install the Laboratory site for the planned SAT requirements. The implementation of the lab may itself be a lengthy process and will be a critical component during the technology selection process. To degree possible, it can be used to establish proof of concept as well as for Site Acceptance Tests (SAT). Based on the existing environment and the Interface Design Documents (IDDs) the PCL Team will provide, where needed, simulation of the existing operational requirements of PACS at DEN. Additionally, the interface with the credentialing system will be tested as much as technically possible during the SAT. The objective will be end-to-end testing that includes all interfaces including that with the credentialing system.

Risk Disaster Recovery (DR) Planning

The PCL Team will develop a DR Plan during Phase II and will apply to operation during construction and after construction is complete. The plan will describe the hardware systems requirements for use at the DR site that will allow DEN to operate the PACS. The DR Plan will include the necessary steps and areas of responsibilities needed to recover and restore the PACS operation back to pre-disaster status. The PCL Team with assistance from the DEN Project Team members, will execute an end-to-end test of the PACS DR Plan as part of the SAT.

Risk Multiple integrations with other DEN systems

Key to address this complex issue is ensure all current conditions are understood and documented and Interface Design Documents are detailed and approved by both parties. Chasing down 3rd Party APIs will need support from DEN. The Lab Setup and the SATs will be critical for designing, implementing and testing for these integrations.

Risk Technology License Agreements

Close coordination with the DEN network administrator(s) will be part of procurement to address license cost structure, user friendly, expandable, and non-proprietary open protocol architecture.

TAB THREE ▶

**PROPOSED WORK
PLAN AND
APPROACH
(CONFIDENTIAL)**



CONSTRUCTION

TOGETHER WE BUILD SUCCESS

TAB 3 PROPOSED WORK PLAN & APPROACH

A. Project management and organizational approach, and methods for performing Scope of Work.

Our approach is focused around problem-solving through a collaborative partnership with the DEN stakeholders and Design Team. PCL has assembled a world-class team and organizational structure specific to the needs of this project and DEN. Our team approach includes:

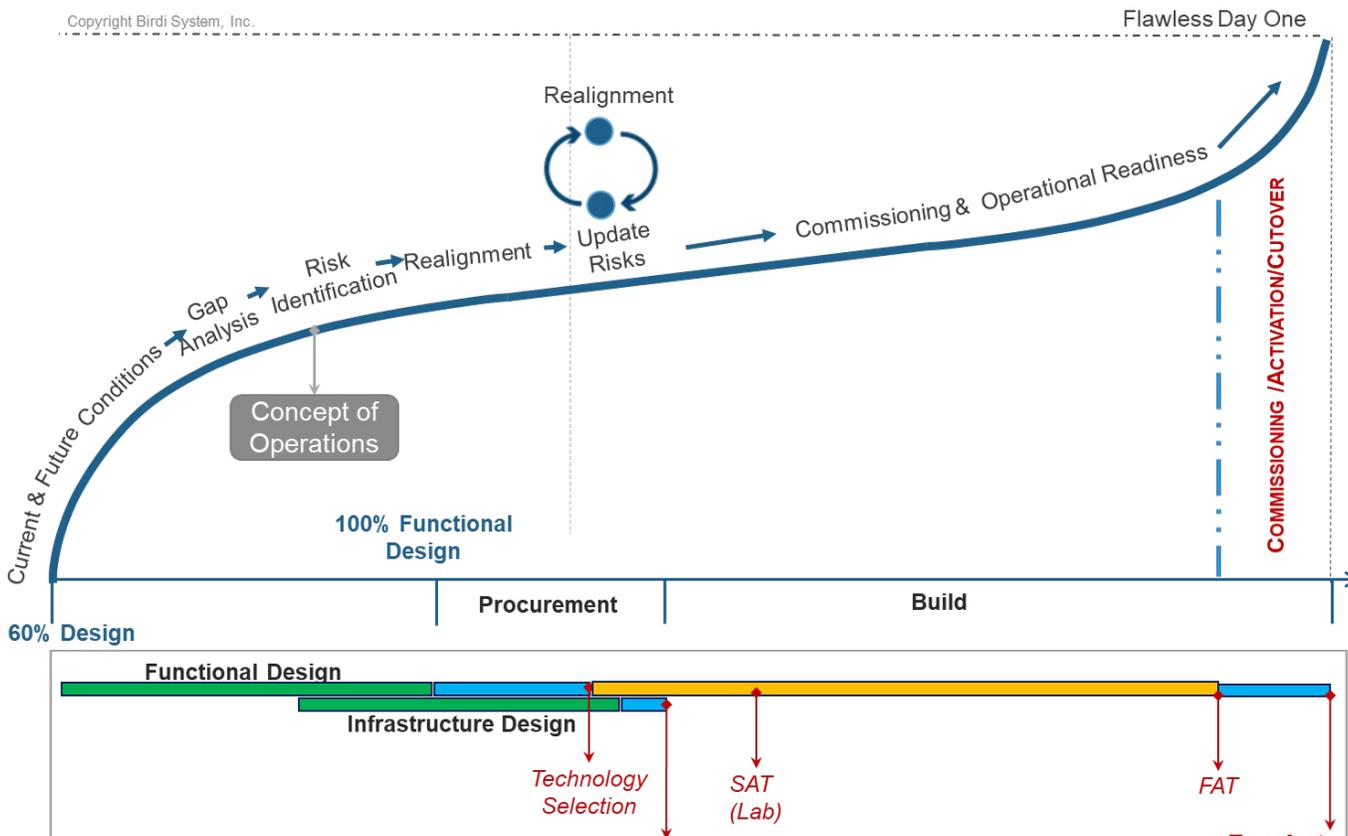
- ▲ A combination of technology systems material experts (SMEs) and DEN builders with experience in access control system construction within densely populated, public, airport environments.
- ▲ Collaborative and transparent approach based around communication, schedule, and cost certainty.
- ▲ Respect in relationships with designers, subcontractors, small businesses, and airport security.
- ▲ Collaboration and partnership with DEN and all stakeholders to deliver your project \with minimal interruption to airport operations or impact to the DEN passenger experience.

Our method for performing the scope of work is outlined in Tab 2. The project management approach used for establishing the PCL team has been organized to provide DEN with the highest level of security system design expertise along with trusted DEN contractors.

Methods used to Coordinate Work and Complete Work on Schedule

Systems Facilities Operations Readiness (SFOR™)

The PCL Team’s experience has shown us that a project like DEN PACS may have several risks that are uncovered during testing, commissioning, and activation. Problems identified during this (late) phase of the project can derail schedule, cost, and quality commitments with major impacts to operations. To address these issues, PCL’s Technology Partner, Birdi Systems, Inc. (BSI) has developed an innovative/proven process and software application, called Systems Facilities Operations Readiness (SFOR™). **The SFOR is structured to identify and manage these types of project risks early during the design phase.** This will protect the DEN PACS project from schedule and cost impacts during the commissioning phase to ensure that the team meets the stated goal of project substantial completion by 3rd Quarter of 2024.



The PCL Team will leverage the SFOR, along with its PCL corporate tools to manage risks, quality, schedule, and costs to coordinate the work and complete the work on schedule.

CASE STUDY

From 2008 to 2013, PCL and our Technology Partner, Birdi Systems, Inc. (BSI) were worked together to build the \$1Billion SAN Terminal (T2 West) Development Program.

During the program, BSI successfully applied the SFORTM ConOps approach to identify 627 project gaps and risks **protecting the project from serious cost, quality and schedule impacts.**

BSI received the 2011 Small Business of the Year Award for the implementation of our innovative SFORTM, to develop the Concept of Operations for the SAN TDP and **achieve overall program savings and successful terminal activation.**

WHAT OUR CLIENTS ARE SAYING

“We had gold in the SFOR Concept of Operations.”

Bob Bolton, Program Director

“The SFORTM ConOps ensured movement towards mission and kept people focused on the target.”

ERP, SAN TDP



B. Existing project management and construction management control methods and progress reporting systems.

As mentioned in Tab 1, the project control methods that PCL has used is the creation of a customized Project Insight Dashboard. This dashboard provides a snapshot of Key Performance Indicators (KPI) as outlined by the Team. The KPI used on the project are entirely customizable and cater to any unique

requests from the project team. For this project, PCL will create a customizable dashboard system and provide reports electronically in real-time.

Products obtained by the Project Insight Dashboard will allow direct input into DEN’s Microsoft Excel, Microsoft Word, Oracle Primavera P6 and Unifier systems.

C. Commissioning process as it relates to commissioning and starting up the new access control system to minimize any security issues related to the transition between systems. Discuss how the CM/GC’s team (including software/hardware system integrator) will interface with the design team and DEN in the commissioning process.

The approach for commissioning and cutover to a fully 100% functional PACS with zero downtime includes the following:

1. Setup pre-cut over meetings with stakeholders to:
 - a. Confirm existing interfaces and verify their configuration.
 - b. Identify and schedule airport police and TSA resources required for system testing and commissioning activities.
2. Identify and document all PACS interfaces and their configuration
3. While both, old and new, PACS are running, test and verify required functionality of all PACS interfaces on the new PACS using each interface test environment. Confirm complete functionality for each PACS node.
4. After both PACS head-end equipment nodes are fully tested and all interfaces functionality is verified in test environment, schedule cutover of the old PACS head-end equipment. The shutdown activities should be scheduled during off-hours (from 1am to 4am) during the least busy day of the week as directed by airport operations and police department.
5. If any test fails, rollback the interface system to original configuration (to the old PACS) by restoring original configuration at each interface.
6. The cutover plan shall consider all layers of the system:
 - a. Infrastructure Layer
 - b. Network Layer, Servers, and Operating System
 - c. PACS Database
 - d. Interfaces
 - e. PACS Application User Interface (U/I)
 - f. User Layer
 - g. Field Control Panels and End Devices (Card Readers, strobes etc.)

7. The PCL Team will work with AECOM, the DOR, to outline the Testing Plan and Cutover Plan (CP) during the Design Phase with updates during the Pilot Testing phase in the test lab, adding final details during the Systems Acceptance Testing (SAT) period.

8. The commissioning of the system will include testing, acceptance, and cutover.

The commissioning of the new system will be the most important and complex phase of the project requiring close coordination with both the DOR (AECOM) and DEN as described above. All design activities including development of plans will comply with the designs and will be in concert between the DOR and the PCL Team. During the actual commissioning, the PCL Team will work with DEN for timely approvals, coordination and access to 3rd party system providers, maintenance teams and other DEN departments/stakeholders including but not limited to DEN IT department, airport emergency, public safety, and security. Coordination with other stakeholders like airlines, concessions, other airport tenants, the TSA, FAA, and others through DEN's support will also be important.

Other important components of the Commissioning Plan will include:

Response Escalation Plan: During the Design Phase the PCL Team will submit a recommended response escalation plan for each phase of PACS commissioning that defines the level of severity for each type of system problem that may be encountered during PACS commissioning, and the associated service response time for each level.

Disaster Recovery (DR) Plan: The DR plan will be developed to meet DEN standards and will protect the project from serious derailment in the case of any sort of a catastrophic system failure during system implementation and/or cutover. Please reference section 2B for details.

Laboratory Setup/Activation: The setup of the lab and the design and implementation of the SAT program will be a key success factor. Please reference section 2B for details.

Field Panel Commissioning: The PCL Team will develop a phased rolling schedule deployment in which it performs system cutover and Field Acceptance Testing (FAT) based on specific zones, that considers airport operations and the DEN Capital Improvement Program, throughout the airport. The PCL Team will develop a Cut-over Plan depicting this phased cutover and commissioning approach and will seek approval prior to any Cutover/FAT activities. After the SAT, as described above, the new operational PACS will be brought up, and be ready to have operational panels

transferred from the existing PACS. Once doors are properly cutover, then the PCL Team will conduct FAT. FAT testing will consist of redoing the SAT test procedures of the NEW PACS solution in a live environment with live integration of all systems.

D. Plan for providing services in the preconstruction and construction phases

Preconstruction Services

During Phase II, PCL will collaborate with the Team as described earlier in this section and in Tab 2.

Construction Services

Our plan for construction includes a suite of integrated construction services that will ensure the highest degree of quality, safety, efficiency, and innovation on your project. The PCL plan is equipped, experienced, competitive, and innovative in the delivery of a large range of construction services. The PCL construction services plan will be to align each task order specifically to the scope of work with a shortest critical path methodology.

E. Quality control plan and how it will be implemented. Preliminary approach and ideas for the work coordination process

PCL takes a proactive approach to quality with a firm belief that with proper planning and coordination most quality issues can be prevented. When issues do occur, we work together to resolve the issues timely and capture lessons learned to improve our processes moving forward. Our team will deliver your project with a degree of skill, care, and diligence we can all be proud of.

PCL will create a customized quality control plan based on the process described in Tab 2 and will provide resources, establish objectives, and conduct regular management reviews to ensure adherence to the quality program. The oversight of the quality program is independent and has the necessary authority to intervene as needed to ensure all quality goals are achieved and maintained.

We understand the intricacies of DEN's quality expectations. The following "best practices" will be implemented:

- ▲ Work closely with the DEN QA inspectors, DEN Special Inspectors, and Independent Testing Agencies (ITA) to provide prompt and early notice for when their services are needed (in accordance with Yellow Book notification requirements) so as not to delay construction work in the field
- ▲ Submit Shutdown Requests (SDR's) timely and coordinate with all necessary stakeholders to

ensure DEN operations are not disturbed. Or, if a SDR is not required, PCL will work closely with DEN stakeholders to ensure our work is properly coordinated before execution

▲ Work in DEN's BIM 360 space to create and track QC issues and NCR's. In the past we have scheduled independent weekly site walks with the DEN QA inspectors to address and close any issues prior to them being logged into BIM 360 which has proven to be a benefit to both the project and the QA's time.

▲ PCL is familiar with DEN's closeout procedures and required deliverables to closeout DEN projects quickly and efficiently.

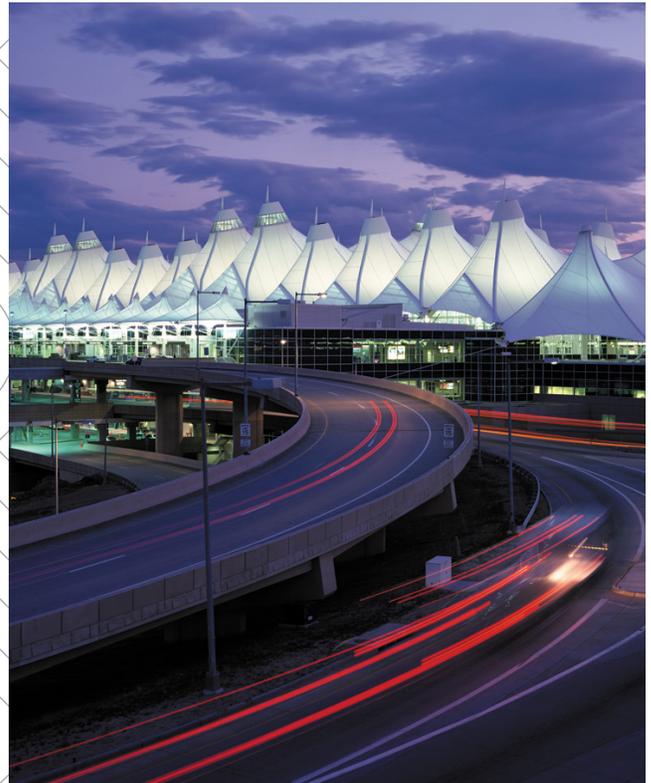
E.1 Discussion of the process employed to develop phasing to minimize disruptions to operations.

During Phase II, PCL will collaborate with the Team as described earlier in this section and in Tab 2.

F. Plan to establish and maintain good relations and foster open and productive communications

Our team understands that project success cannot rely on working in a bubble, proven through our long history of work with DEN. Early stakeholder involvement through the Discovery Charrette will develop the early synergy necessary for project success, allowing the team to identify and address the needs, requirements, and solutions to ensure a project that is delivered on time and budget. **Our management approach entails setting the tone of partnership, transparency, and consistent communication where collaboration will be key through preconstruction and into construction.**

Stakeholder involvement is critical to addressing client needs and providing a cost-effective project that incorporates quality solutions and systems DEN can rely on. This includes performing early and thorough site investigations, identifying existing issues, and reviewing and vetting future anticipated needs to ensure the design addresses all concerns. For this project this will involve the evaluation of the existing facility access control system programming and hardware/software, facilitate manufacture technology platform compatibility presentations, and fabricate a technology testing and integration lab. The design will be closely coordinated with all interfacing trades and systems to ensure equipment is accounted for, eliminating surprises.



TAB FOUR ▶

**KEY PERSONNEL
AND ABILITY TO
RESPOND**



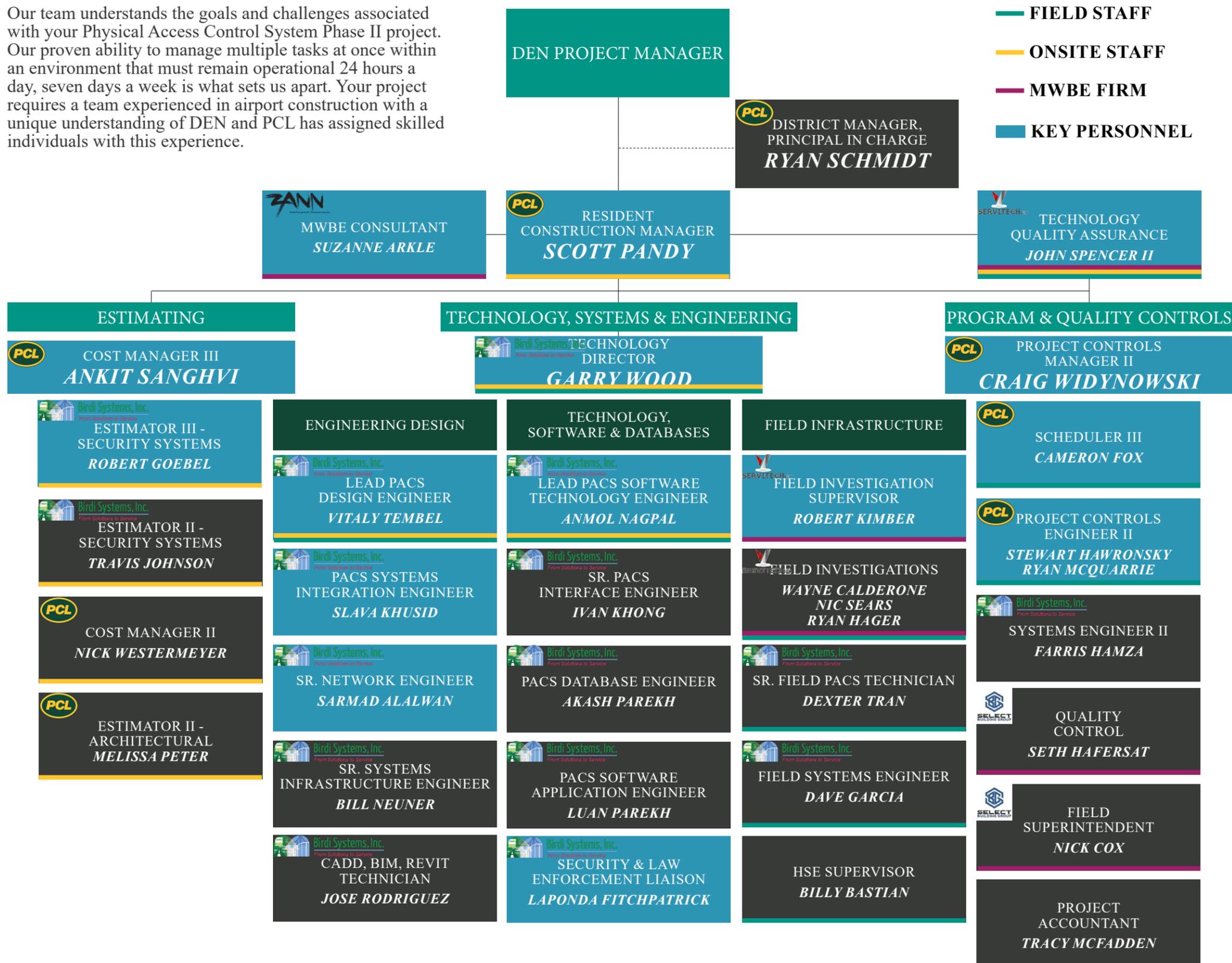
CONSTRUCTION

TOGETHER WE BUILD SUCCESS

TAB 4 KEY PERSONNEL AND ABILITY TO RESPOND

A. PROJECT ORGANIZATION CHART

Our team understands the goals and challenges associated with your Physical Access Control System Phase II project. Our proven ability to manage multiple tasks at once within an environment that must remain operational 24 hours a day, seven days a week is what sets us apart. Your project requires a team experienced in airport construction with a unique understanding of DEN and PCL has assigned skilled individuals with this experience.



B. Include resumes for all key individuals shown on the chart and indicate the approximate percentage of the time each person will be working on the project during the design and construction phases of the work. Resumes should include education, work history, length of tenure with this company, and experience in the role proposed for this project.
 Resumes are included in the additional information section.

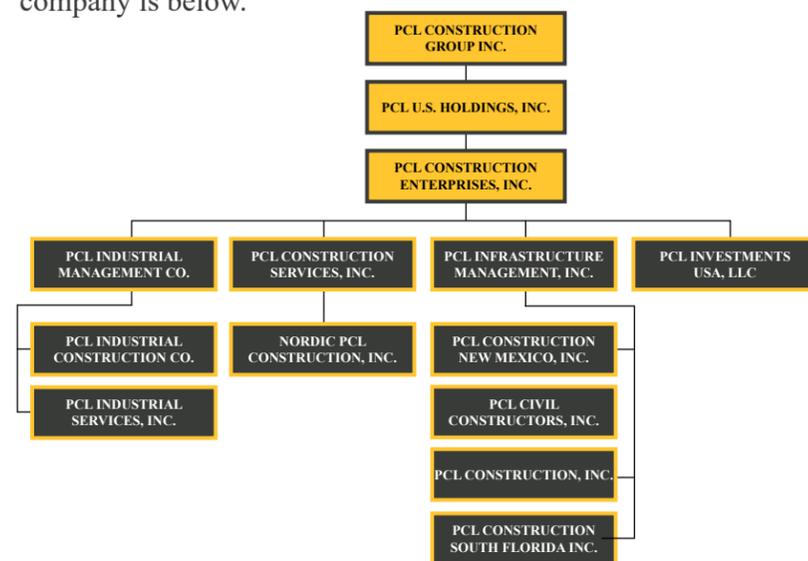
C. Describe the duties and responsibilities for all key staff positions.
 Duties and responsibilities for key staff positions are included in the resumes.

D. Identify corporate resources which will be providing support to this project and identify key personnel responsible for overseeing these resources' performance.
 Corporate resources for this project include the oversight positions from each firm. These personnel will support the project team and ensure all work is being completed to the highest standard of quality, while ensuring DEN receives a successful project outcome that is on schedule and within budget. These resources include:

- Ryan Schmidt | District Manager | PCL Construction Services, Inc.
- Moninder Birdi | President | Birdi Systems, Inc.
- Monika Stenger | President | Servitech, Inc.
- Rick Ruvalcaba | President | Select Building Group
- Grant Lebahn | DEN Operations SME | Resource Gravity

E. Provide an organizational chart of the company. Include all wholly owned subsidiary companies and define their relationship in providing personnel or equipment for the project.

All personnel and equipment used for this project will come from the PCL Denver office. PCL's organizational chart of the company is below.



TAB FIVE ▶

**COMPANY
EXPERIENCE &
QUALIFICATIONS**



CONSTRUCTION

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TAB 5 COMPANY EXPERIENCE & QUALIFICATIONS

The PCL team is comprised of companies that have worked together extensively with the exact mix of experience and expertise required for your Phase II PACS project.



Prime Contractor. PCL is a \$5B company with 45 years of successful past performance in Colorado and over 600 CCD projects. We are ranked #19 on Engineering News-Record (ENR) magazine's Top 100 Design-Build Firm's for 2020. Visit our [website](#).



Technology SME. Birdi specializes in custom approaches to security systems and IT infrastructure for broad use within public places. Their capability ranges from concept design to implementation and integration of security systems. To learn more visit their [website](#).



Site Investigation (MWBE) Servitech's solution-oriented philosophy mandates that their technicians carefully plan and review their work and utilize their understanding of DEN's systems to develop value engineering opportunities where it makes sense. Their approach to conducting business has resulted in satisfied clients and repeat business at DEN. To learn more, visit their [website](#).



Site Investigation (MWBE) SBG has over 40 years of experience building in Denver. They believe every successful project starts with a well-thought out plan and pride themselves in focusing on the key aspects of construction projects and aligning the most cost-effective approach to the building process. To learn more, visit their [website](#).

A. Experience and approach to providing the services detailed in the Scope of Work

The PCL Team's experience and approach to providing the services detailed in the Scope of Work are highlighted in Tabs 2 and 3.

A.1 Methodology, challenges that typically arise, and lessons learned

The methodology and challenges that typically arise are in the previous tabs. Lessons learned from previous projects are below.

1. Change configuration management is a complex issue for a full PACS replacement like the DEN

PACS project. If system changes and capabilities are not fully communicated to all impacted stakeholders, it can cause operational issues after system cutover. We avoid this by implementing a comprehensive program for coordinating with all stakeholders and a well-developed user training. Support from the client in helping identify all stakeholders and a timely access to these stakeholders is important for program success.

2. Legacy system components that are not slated for replacement and may be identified as compatible by the system provider can cause intermittent issues that are hard to 'debug'. We take a hard look at all interfaces and external legacy systems during the design process to ensure technical feasibility and these interfaces and the legacy system components are properly tested during the SAT within a lab environment. Support from the 3rd party vendors for a complete lab setup will be important to avoid this issue during and after cutover.

3. The complexity of system functions at an airport is high and can easily result in missed functions while designing the system and in the setup of the lab. To avoid this, we develop a detailed Concept of Operations (ConOps) that is based on software application - the Airport Security Assessment Tool (ASAT). The ASAT is a blueprint for airport security that covers all aspects of the CFR 1542 as well as the ICAO 8973 that are required for PACS compliance at an International Airport. It is very important that the team receives client support for ASAT data points so that a comprehensive ConOps can be incorporated into the design process.

4. Commercial standard PACS systems do not come with the functionality needed by a large international airport like DEN 'out-of-the-box'. Some examples include – the 'TSA No Fly List' daily reports, controlling vehicular access at perimeter gates to meet CFR 1542 requirements and others. Because of this challenge, we will plan and incorporate airport functionality into the PACS. If this is not done, there can be delays, impacting costs and operations. Fully understanding the current conditions is critical.

Expected level of assistance required from the client to accomplish each specified task

PCL's expectations from clients are to simply partner with us, take a teamwork approach to communication and problem solving, and provide timely input and / or answers when unexpected issues arise.

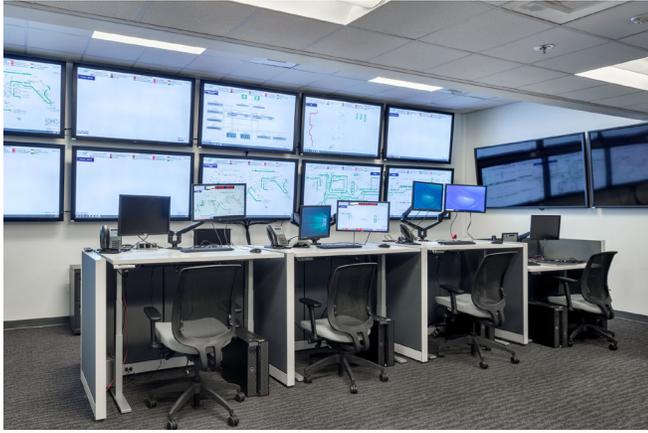
PCL'S DEN PROJECT EXPERIENCE TIMELINE

Whether through DEN On-Call services or stand-alone open bids, PCL has worked in all areas of the Terminal, Concourses, and back-of-house areas and intimately understands your airport.



BIRDI SYSTEMS, INC. ACCESS CONTROL PROJECTS OVER LAST FIVE YEARS

- ▲ SAN Terminal Development Program/Green Build and Other CIP projects
- ▲ LAWA Police Computer Aided Dispatch System Operations & Maintenance
- ▲ LAX Access Post Access Control System
- ▲ LAWA PACS Operations, Maintenance, and Technical Enhancements
- ▲ COBH Jail Control System Upgrade/ Replacement
- ▲ LAX Day Care Center Access Control System Replacement
- ▲ COBH On-Call Maintenance and Support of City-Wide Access Control System
- ▲ LAX Systems Commander
- ▲ LAX Terminal 5 Delta Airlines (Landside and Airside)
- ▲ LAX Terminal 1 & 3 Baggage Belt PACS Interface
- ▲ PACS Installation for the American Eagle Terminal at LAX
- ▲ LADBS On-Call Professional IT Services
- ▲ Travis Airforce Base Keypad Door Entry Security System
- ▲ LAX Reporting Server – PACS & Badging
- ▲ LAX Bradley West Terminal 4 Connector
- ▲ TSA Duress Buttons for LAX Terminals
- ▲ LAWA PACS Baggage Expansion Project
- ▲ LAX Police Dispatch Center Relocation and Renovation
- ▲ LAX Midfield Satellite Concourse
- ▲ LAX Terminal 1 Modernization
- ▲ ONT Security Systems Complete System Replacement, Maintenance, Technical Enhancements, and Support Services
- ▲ LAWA Credentialing System O&M
- ▲ LAWA IT Infrastructure Operations Support Services
- ▲ LAX Terminal 4 Federal Inspection Services
- ▲ “LAX on the Move” Access Control and Credentialing Support for Airline Relocations
- ▲ LAX Suite Federal Inspection Services
- ▲ SMO Security Enhancements Program
- ▲ LAWA Automated People Mover
- ▲ LAX Southwest Terminal 1.5 (Terminal 1 and 2 Connector)
- ▲ Glendale Jail Security Systems Upgrade
- ▲ LAWA Delta Airlines (DAL) PACS Support and Installation
- ▲ LA Metro Emergency Security Operations Center
- ▲ LAWA Airport Police Facility
- ▲ SBA Security Systems Rehabilitation (includes Airport PACS) replacement
- ▲ Delta Skyway Terminal 2
- ▲ TSA Headquarters Supporting Comprehensive Security System Requirements and Mandates
- ▲ Foothill Transit Security Systems Maintenance Services
- ▲ LAWA Critical Situator PremierOne CAD Gateway
- ▲ Naval Air Warfare Center Weapons Division, Point Mugu Security Systems Services
- ▲ Naval Air Station Jacksonville Fleet Readiness Center Southeast (FRCSE) Extended Maintenance Service Agreement
- ▲ Federal Aviation Administration (FAA) Guam
- ▲ Pasadena Jail Access Control & Monitoring System, Door Lock Replacement, and Cell Check Solution
- ▲ ONT PACS Installation/Upgrade and Maintenance Services
- ▲ SBA PACS/VMS Maintenance & Repair
- ▲ LAUSD Consolidated IT Master Services Agreement Bench
- ▲ Porterville Developmental Center - Electronic Access Control Upgrades
- ▲ SOCSOUTH Security Administration and Access Control Support
- ▲ Pasadena Enterprise Building Security Management
- ▲ LAWA DATA911 CAD License
- ▲ Gate 225 Interlocking
- ▲ Stockton Airport Security System Replacement Project
- ▲ LAWA Security Technology Integration Program
- ▲ Atlanta International Airport Physical Access Control System (PACS) A&E Design



PORT OF SEATTLE, SECURITY UPGRADES

Seattle, WA

This project consisted of the installation of multiple secure access doors and associated cameras in all areas of the project's build out. PCL worked closely with the Port of Seattle to review desired connection points, program new biometric card readers, and commission the devices once installed. Several of these installations occurred in active TSA screening areas and required coordination with the Port of Seattle to ensure cameras, card readers, and intercoms were fully operational prior to the removal of the security barrier.

Contract Value / Gross Fees: \$56M

Scope of Services: Security upgrades

Owner: Port of Seattle

17801 International Blvd, SeaTac, WA 98188

Nick Gabriel | 206.787.6392

Subconsultants and % of work performed:
N/A

Outcome/result: Project completed successfully.



LAX MIDFIELD SATELLITE CONCOURSE (MSC) NORTH

Los Angeles, CA

As part of the multi-billion-dollar modernization program underway at Los Angeles International Airport (LAX) PCL and Birdi System, Inc. worked together to provide a new security access control system for MSC and tied it to the existing LAWA system. This included badging, strobes, horn alarms, cameras, security cameras with face scanning abilities, a paging system, self-boarding gates, infrastructure for TSA and information displays.

Contract Value / Gross Fees: \$1.4B

Scope of Services: Security upgrades

Owner: David O. NwaChukwu, PMP, PE, CC
| IT Security & Public Safety Systems Division,
Information Management & Technology Group
| Los Angeles World Airports | 424.646.7386 |
DNwaChukwu@lawa.org

Subconsultants and % of work performed:
Birdi Systems, Inc. / Security Systems
Integrator / 1% overall | 55% Access Control

Outcome/result: Project completed successfully.

B. Describe your safety program, including training, hazard identification, and audit/inspection.

**TARGET
ZERO
INCIDENTS**

Simply stated, PCL's safety goal is **ZERO INCIDENTS**. PCL maintains a strong commitment to providing a safe and healthy environment for our workers, trade

contractors, visitors, and the general public. Our comprehensive health, safety, and environment (HSE) program employs a wide range of tools, software, policies, and pre-planning to manage safety. Because of our HSE program, we have achieved Blue Level Status in OSHA's CHASE program for the 11th consecutive year. This status is reserved for industry leaders with a comprehensive HSE program.

The cornerstone of our safety program is our pre-job safety instruction (PSI). Our staff, hourly workers, and trade contractors fill out PSIs for each individual task right before starting on it, to identify hazards they may encounter. Appropriate detailed measures are established to protect the workers, general public, and others from the hazards. The PSIs are audited daily by the project team to ensure hazards are being properly identified and addressed.

Daily safety huddles are held with all field workers. Our superintendents conduct formal weekly site inspections, and our resident construction manager conducts monthly inspections. A formal district safety audit is conducted each year. A member of our insurance carrier and senior management thoroughly reviews active projects. The audit process reviews site conditions and applicable documentation, and includes employee and trade contractor interviews to ensure that safety information, policies, and procedures reach all levels of the project.

Safety data, including hours worked, the number and severity of incidents, site inspections and identified hazards, and corrective action plans, are tracked in "real time" via our proprietary, web-based Safety Management Center (SMC). Our workers compensation experience modification rating (EMR) is among the lowest in the industry. This low number equates to lower insurance premiums, with the savings passed on to our clients.

Safety takes priority over any other construction activity.

Safety in a Secure Airport Facility

PCL understands the complexities of movement throughout the airport while navigating multiple areas with differing secure access. Our long-standing relationship with DEN allows us the unique knowledge of how to maintain safety throughout all stages of the project in a secure airport environment. This includes proactively planning and managing contractors through your badging process. Additionally, PCL has experience working in the underground system at DEN. We are well versed in the challenges that are present in those work areas and our team owns the necessary equipment and has knowledge of what's needed to work safely and efficiently in these areas.

B.1 Include specific information on subcontractor and employee accountability for safety, formal disciplinary program, and copies of OSHA 300 Log for the past three years.

All project staff are accountable for their own and their co-workers' safety. We encourage and expect all staff and craft workers entering DEN to recognize and correct unsafe behavior or conditions and give stop-work authority to all individuals to do so.

Any incident or near miss will be reported to the immediate supervisor, with the on-site safety manager and resident construction manager receiving an immediate notification. PCL will ensure DEN is aware of any potential incidents.

PCL's three year OSHA log is included at the end of this proposal in Additional Information.

TAB SIX ▶

**MWBE
UTILIZATION
PLAN**



CONSTRUCTION

TOGETHER WE BUILD SUCCESS

TAB 6 MWBE UTILIZATION PLAN

1. Identify key personnel (name, title, email, and phone number) and their duties as it relates to the execution to the components of the Utilization Plan:

The PCL Team is comprised of a highly experienced bench of personnel to serve the needs of this work while upholding our commitment to our diverse business partners on your Physical Access project.

Key Personnel Duties

As Resident Construction Manager, Scott Pandy will oversee all Phase II project coordination efforts, provide overall team coordination and communications, and provide administrative and technical direction to ensure that the project is built in adherence to all design, budget and schedule specifications. His primary duties consist of long-range planning and scheduling of construction resources, subcontractor materials and manpower requirements so that field operations can successfully move forward.

The Controller and Project Accountant Tracy McFadden, will have oversight of accounts payable and receivable, billing, and compliance with the budget requirements of this project.

Together, Scott Pandy and Cameron Fox are responsible for ensuring that jobsite safety, compliance and subcontractor operations work hand-in-hand.

Suzanne Arkle and Scott Pandy will partner as the, B2G Administrators, ensuring the timely preparation, submittal and maintenance of all documentation required by the Division of Small Business Opportunity (DSBO). They will gather all monthly reports and DSBO forms from all trade partners and suppliers, to include MWBEs.

Suzanne Arkle will fulfill the duties of the Outreach & Community Engagement Coordinator.

| KEY PERSONNEL | |
|--|-------------------------------------|
| B2GNOW USER | |
| Suzanne Arkle | suzanne@zanninc.com 720.324.8580 |
| Scott Pandy | spandy@pcl.com 970.301.6619 |
| PROJECT MANAGER | |
| Scott Pandy | spandy@pcl.com 970.301.6619 |
| SUPERINTENDENT | |
| Cameron Fox | cjfox@pcl.com 303.365.6500 |
| CONTROLLER / PROJECT ACCOUNTANT | |
| Tracy McFadden | TMcFadden@pcl.com 303.365.6579 |
| OUTREACH/COMMUNITY ENGAGEMENT | |
| Suzanne Arkle | suzanne@zanninc.com 720.324.8580 |

2. Provide creative strategies to incorporate new MWBE partners inclusive of but not limited to provide an ongoing list of certified firms that provide capability statements and which of those certified firms were contacted regarding solicitations related to this project.

PCL values community partnerships and will ensure MWBE firms are made aware of and are prepared to bid on project opportunities related to this project. We have identified and will continue to creatively identify applicable MWBE firms by collaborating with community stakeholders such as, but not limited to:

- ▲ Hispanic Contractors of Colorado
- ▲ Colorado Black Chamber of Commerce/ Black Construction Group
- ▲ Colorado Women's Chamber of Commerce
- ▲ Mountain Plains Supplier Development Council
- ▲ Associated General Contractors of Colorado
- ▲ CEI and DSBO Sponsored Events

Efforts and collaborations with these stakeholders may include project updates, upcoming opportunities, and presentations at monthly meetings. We know that timely information is critical to successful MWBE engagement and will develop a procurement schedule and contracting opportunities that will be updated regularly. PCL regularly hosts large group, small group, virtual (as needed) and one on- one meetings regarding opportunities.

PCL has an extensive database consisting of over 200 certified firms that can provide capability statements for your Physical Access project. We have presently communicated with the below firms regarding solicitations to this project:

- ▲ ServiTech, Inc.
- ▲ Select Building Group
- ▲ Technology Plus, Inc.

3. Provide details of small business initiatives, technical assistance, and support services, such as, bonding assistance, mentoring programs, joint ventures, etc. that may be utilized on the Project.

Bonding Assistance

PCL will work with subcontractors throughout the project to provide access to bonding and referral to agencies, such as the USDOT's Bonding Education Program to increase their bonding capacity. PCL offers a subcontractor default insurance (SDI) program that subcontractors can enroll in, in lieu of providing a payment and performance bond. This SDI program provides peace of mind for CCD and the subcontractor. We will identify and enlist the assistance of insurance and bonding resources to educate and assist small firms with bonding and insurance requirements.

Support Services

PCL is acutely aware of the many barriers to participation on large projects commonly faced by the MWBE business community. Our Supportive Services are outcome focused, primed to examine challenges, eliminate barriers to participation, and facilitate access to relevant resources. Our Team understands both best practices and innovations in financial guidance and prompt pay. The Team also understands the importance of providing recommendations and referrals for relevant supportive services throughout the lifecycle of your Physical Access Control System

Phase II project. Furthermore, to ensure the appropriate onboarding of MWBEs, we will have subconsultant Orientations, which will include, but not limited to the following topics:

- ▲ How to Invoice to get Paid
- ▲ Monthly Progress Payments (Invoicing)
- ▲ Payment Affidavit Reporting
- ▲ B2G Reporting

Certification referrals and financial management guidance will be identified through collaboration with small business technical assistance organizations. Additionally, we will institute proven approaches that contribute to each MWBE's ability to perform and require all subcontractors to do the same. We will also collaborate with existing resource partners to provide workshops designed to enhance MWBEs' execution skills, operation management skills, technical expertise and industry knowledge. Workshops will be sponsored, co-sponsored, and aligned with other entities within the community.

Mentoring Program

PCL has been selected to participate in the CCD's DSBO Mentor Protégé Program for DOTI. Although our Team is committed to growing our local partners and has always implemented a mentoring partnership, the Mentor Protégé Program allows us the opportunity to work closely with the City to build and foster our relationships with MWBEs. During your project, where applicable, PCL will target a specific scope for mentoring and opportunities. DSBO will be informed of all mentoring relationships. Our objective is to design mentoring tactics to:

- ▲ Build relationships with MWBEs to facilitate future opportunities as a prime.
- ▲ Build/improve financial management operations management, and future business development plans.
- ▲ Develop and/or co-facilitate required training for onsite supervisors and project managers to prepare them to address and mitigate relevant issues that come with managing diverse project teams.

Where feasible, the MWBE subcontractor will have a Subcontract Monitor (Technical Lead) assigned to them. This Monitor will ensure the MWBEs have prepared a plan to assure success. The MWBE will report to the monitor prior to beginning work all the information they will need to excel in the following areas:

- ▲ Safety/Training
- ▲ Quality Control
- ▲ Compliance
- ▲ Work Procedures/Submittal
- ▲ Approvals
- ▲ Work Plan

Pricing Review

Monthly meetings with the MWBE team and DSBO will be held to monitor compliance to ensure mentoring objectives are documented and achieved.

4. Define how MWBE participation will be solicited, the subcontracting process, program and incorporated into the Proposer's overall procurement process and retain documentation of such solicitation efforts such as distribution lists for invitation to bids, list of bidders, and awardees; how bid selections are made and keeping a record of each.

To ensure we are consistently reaching out to MWBE certified firms, we will use SmartBid for bid document management and virtual outreach to disseminate the following information:

- ▲ Upcoming Opportunities
- ▲ Bid Solicitations
- ▲ Notice of Interest
- ▲ Invitations to events
- ▲ Outreach
- ▲ Pre-Bid
- ▲ Vendor/Subcontractor Registration
- ▲ Project Information/Updates
- ▲ Calendar of Events

To provide a fair and equitable procurement process, we will distribute solicitations through SmartBid to trade associations, MWBE organizations, and other sources where our Team regularly advertises. Our Team utilizes the SmartBid bid document management system to solicit and track subcontractor involvement

in the solicitation process as well as phone calls to each subcontractor. This tool is used for all subcontractors/subconsultants interested in bidding. The SmartBid process is outlined below:

- ▲ Interested subs complete a project Registration Form which then is uploaded into SmartBid.
- ▲ SmartBid will send an email to the MWBE notifying the subcontractor that their account is active.
- ▲ MWBEs will now receive all solicitations that are applicable to their NAICS codes following activation.
- ▲ To ensure solicitations are not overlooked, we continuously request firms to update their NAICS codes to include their most up-to-date information on their respective capabilities and applicable NAICS codes.

Solicitation Outline

We will incorporate the following strategies to maximize MWBE participation:

Project Scope Definition: We will review each bid package/scope of work to determine potential MWBE Participation.

Right-Size/Unbundle Bid Packages: To increased MWBE 's ability to competitively bid, we will break down bid packages into more economically feasible components. We will also encourage non-MWBE firms to achieve their MWBE Compliance Plan commitment by utilizing MWBEs in lower tiers.

Phasing and Packaging of Work: To remain cost conscience of the subcontractor market conditions, our intent is to align bid packages that benefit MWBE participation, yet do not impact the necessary phasing of the improvements. We will identify opportunities to package work that keeps trade partners ahead of the work schedule through scopes or known deficits in certain trade skills.

Our Compliance Plan is not intended to dictate phasing sequences that may affect packaging decision, but to remain fluid to respond accordingly, with general phasing/scope/area considerations.

5. Outline the debriefing process; how unsuccessful bidders are notified; and documentation of reasoning is retained.

Following bid awards, MWBEs will have the opportunity to receive a debrief regarding their bid submittal. Constructive feedback will be provided upon request by phone or in-person. A tracking log will be maintained of all firms requesting and receiving a debrief.

6. Outline the communication process and involvement efforts of the MWBE subcontractors to ensure alignment of scheduling, safety requirements, owner direction, and performance expectations. Please include the mediation processes should performance issues or prompt payment disputes arise.

As a result of our commitment to MWBEs, we will establish and maintain proactive communication to maximize participation on the project by MWBE subconsultants, subcontractors, and suppliers. It is our philosophy that the success of the MWBE Program hinges on the development and implementation of a well-managed Compliance Plan and dedicated resources on a continual basis that creates an impactful program and results in a project delivered safely, on-time and on budget. Our Team's MWBE Program efforts and communication will be developed and executed by the Team, including Resident Construction Manager, Scott Pandey and MWBE Coordinator, Suzanne Arkle. Together, they will bring their talents, experience, and lessons learned on other projects, resulting in efficient and effective program execution. Their focus will be on providing each subcontractor with proper training and guidance ensuring the Team is on the same page for deliverables, safety requirements and performance expectations.

Prompt Payment

Our Team will work with MWBEs to make sure they understand the payment process and are compliant with the requirements to facilitate prompt payments or minimize payment delays to enable participating MWBEs to maintain the cash flow necessary for uninterrupted operations. We will also monitor/track payments made to MWBE subcontractors to ensure the receipt of all required documentation to ensure timely payment. This will include the review and comparison of contract payments to committed contract values. Discrepancies will be investigated, reconciled, and

reported, as required. We have used the following tactics and will apply where appropriate:

Streamline Process: We will develop and implement a streamline process to expedite monthly progress payments to the greatest extent possible.

Mobilization: We will include mobilization payment line items for MWBEs on the Project Schedule of Values to cover start-up costs and time the actual payments to coincide with the start of their work.

Joint Checks: Can be used for payment of purchasing materials or supplies with request from the sub and approval from DSBO Compliance.

Payment Disputes: If payment is contested or other disputes arise, DSBO will be informed.

Our Team will resolve disputes by utilizing the following methods:

- ▲ Information will be gathered from the MWBE to determine the extent of the issues.
- ▲ A meeting will be held with the appropriate discipline lead and project team to review the facts presented by the MWBE.
- ▲ An evaluation by the discipline lead and the inclusion team of both perspectives will be conducted to determine the nature of the dispute.
- ▲ Once the course of action is identified, the results will be communicated to the MWBE in a timely manner.

In the event the results are found to be unacceptable by the MWBE, a group meeting will be scheduled with all relevant parties to establish an understanding or arrive at acceptable terms.

7. Examples of projects we have been successful in promoting the participation of small, minority and women-owned businesses.

PCL is participating in the CCD Mentor Protege program for DOTI. We are teamed up with Select Building Group a MWBE firm. The table below highlights previous projects our team has exceeded MWBE requirements on.

| DENVER AREA PROJECT MWBE AND DBE PARTICIPATION | | |
|--|------|-------------|
| PROJECT | GOAL | ACHIEVED |
| 16th Street Mall | 17% | In Progress |
| Commuter Rail Maintenance Facility | 20% | 20.3% |
| RTD SERE Parking Garage | 24% | 30.7% |
| DEN Fire Station | 25% | 44.1% |
| DEN Stair Pressure Project | 25% | 48.0% |
| Paco Sanchez Park | 21% | 22.7% |

| NATIONAL PROJECT MWBE AND DBE PARTICIPATION | | |
|---|------|----------|
| PROJECT | GOAL | ACHIEVED |
| MCO BP-462 Taxiways, Orlando, FL | 18% | 51.7% |
| UCLA Terasaki Life Sciences, Los, Angeles, CA | 0% | 31% |
| 2nd MAW Command Ops, Cherry Pt., NC | 35% | 39% |
| GEICO Garage, Orlando, FL | 24% | 35% |
| CSU Student Housing, Ph. III, Fullerton, CA | 0% | 39% |
| SeaTac Central Terminal, Seattle, WA | 3% | 9.8% |
| Boeing Access Road, Seattle/Tukwila, WA | 10% | 16.15% |



DENVER ELECTRICAL FIRE STATION 35 LANDSCAPE PROJECT

Protégé Firm: Denver Electrical

PCL partnered with Denver Electrical, a WBE electrical subcontractor on the Fire Station 35 Landscape Task Order Project. This was the first project Denver Electrical has worked on for the client. To ensure success, PCL met with Denver Electrical early to review and educate them on the client's requirements and processes. Upon start up and during the course of the project, PCL worked alongside Denver Electrical from administrative items through executing the work.



HEARTLAND/MASS EXCAVATION MISSILE DRIVE BRIDGE

Protégé Firm: Heartland/Mass Joint Venture LLC

The Missile Drive Bridge project consisted of the demolition of the old Missile Drive Bridge at Warren Air Force Base in Cheyenne, constructing a precast segmental bridge in its place. The new bridge was built to handle heavier loads and 100-year floods.

PCL mentored the Heartland/Mass Joint Venture under the US Army Corps of Engineers (USACE) as a super-sub under their 8(a) procurement process. This was Heartland/Mass' first bridge project.



AYUDA MANAGEMENT CORP.

USACE BUCKLEY COLD STORAGE, USACE BUCKLEY MISSISSIPPI GATE EXPANSION, & USACE FORT CARSON SOF RENOVATION

Protégé Firm: Ayuda Management Corporation

PCL mentored Ayuda on three projects for the US Army Corps of Engineers as a super-sub under their 8(a) procurement process. The projects ranged from \$500k to \$3.8M and included a tenant finish, civil infrastructure, and vertical building construction. The intent of the USACE 8(a) super-sub program, is to award disadvantaged businesses as the prime general contractor on projects typically larger than their standard. USACE takes the large business contractor resume (PCL) into account when awarding the contract. Working together on these projects created tremendous learning opportunities for both entities as we shared knowledge on client management, accounting best practices, field oversight, and constructability techniques. PCL is currently working with Ayuda on additional projects in Colorado.



GILMORE CONSTRUCTION

COMMUTER RAIL MAINTENANCE FACILITY

Protégé Firm: Gilmore Construction

This project was a Design-Build project of a 230,000 SF train vehicle maintenance facility built as part of the Eagle P3 program and included the installation of a commuter rail system through Denver. The building consisted of four levels of office and workshop areas (one below grade), a 35 ft tall maintenance bay and a stand-alone vehicle wash facility. The project included all equipment necessary to maintain the commuter rail vehicles and achieved a LEED Gold certification.

Following the award, PCL sought opportunities to enhance our support of the MWBE community above just subcontracting opportunities. To this end, PCL partnered with Gilmore Construction, contracting them for a full Design-Build scope for the standalone Train Wash Facility as a mini-prime. Gilmore managed the design, subcontracted all scopes of work, and provided field supervision. This opportunity afforded Gilmore full ownership of a project with support provided at each stage from design through commissioning.



BLUELINE BUILDING SERVICES

USACE FORT CARSON BCT-H SITEWORK, BRAC 710TH BUILDING, FORT CARSON BATTALION HQ

Protégé Firm: Blueline Building Services

PCL partnered with Blueline Building Services under the US Army Corps of Engineer's program. After many years of working on USACE project with Blueline Building Services as a subcontractor, we decided to create a joint venture to pursue opportunities as a team. As JV partners, PCL and Blueline work closely on all levels of effort from fee strategy, marketing, staff planning, contract negotiation, and construction services.

TAB SEVEN ▶

ADDITIONAL INFORMATION



CONSTRUCTION

TOGETHER WE BUILD SUCCESS



SCOTT PANDY

RESIDENT CONSTRUCTION MANAGER

DESCRIPTION, ROLE & RESPONSIBILITIES

With over 40 years of experience, much of which has taken place on airport campuses, Scott understands the intricacies of ensuring his projects don't impact the passenger experience. His expertise in technology and security access control systems allow him to successfully manage and coordinate with large complex teams and stakeholders. Having worked in nearly every facet of construction Scott offers solutions that specifically serve the needs of each unique client. He has experience working at DEN and understands the complexities of your PACS Phase II project.

RELEVANT PROJECT EXPERIENCE

DEN Concourse B

Denver, CO

This project consisted of the remodel of an existing commuter facility. The work included new paint, ceiling tile, carpet, FRP, roof repair, and lighting repair.

Orlando International Airport – Technology Systems

Orlando, FL

Scott developed the Technology Program Management Plan and bid packages for the South Terminal Complex at the Orlando International Airport .

Love Field Airport Upgrades

Dallas, TX

This project included a ticketing hall used by all airlines, an expanded baggage claim hall, a renovated and expanded main lobby, and three existing concourses replaced by one single concourse. The design was focused around passenger convenience, operational efficiency and maintainability.

Austin Bergstrom Terminal East

Austin, TX

Scott managed the MEP scope, developed the technology systems RFP and wrote the subcontracts for this Terminal East Infill project.

Los Angeles International Airport

Los Angeles, CA

This development program modernized Terminals 6, 7, and 8 at LAX by extending life of the terminals, upgrading the baggage and passenger security screening facilities, and improving the customer service facilities.

Norman Y. Mineta San Jose International Airport

San Jose, CA

Scott managed the electrical and technology design reviews and budgets on this Terminal Area Improvement Program project that included new and renovated terminal buildings, a consolidated rental car facility, roadway system to alleviate congestion, security checkpoints and baggage systems.

Sarasota-Bradenton Airport Emergency Addition

Sarasota, FL

This project consisted of the construction of the new emergency services facility and new terminal and main concourse.

INDUSTRY EXPERIENCE

40 years

FIRM EXPERIENCE

3 years

EDUCATION

Lorain County
Community College
Business

Manatee Community
College Business

Colorado State University
Sustainable Design

% OF TIME ON PROJECT DESIGN

100%

% OF TIME ON PROJECT CONSTRUCTION

100%



CONSTRUCTION



ANKIT SANGHVI

COST MANAGER III

DESCRIPTION, ROLE & RESPONSIBILITIES

Ankit has 19 years of experience in the construction industry with an emphasis in project management, pursuit management and preconstruction services. As Cost Manager on your Phase II project, Ankit will oversee all team efforts related to estimating, value engineering, construction planning, virtual design and construction and subcontractor procurement. Ankit's diverse experience as both Project Manager and Preconstruction Manager ensures that our team focuses on achieving client goals and seeks to maximize scope within a fixed budget. Ankit has extensive experience with multiple projects at DEN and within occupied facilities, ensuring benefits to early coordination efforts on the DEN PACS project. and the surrounding campus.

INDUSTRY EXPERIENCE

19 years

FIRM EXPERIENCE

14 years

EDUCATION

B.S. Business Administration with Emphasis in Real Estate Finance, University of California, Berkeley

% OF TIME ON PROJECT DESIGN

As needed

% OF TIME ON PROJECT CONSTRUCTION

As needed



CONSTRUCTION

RELEVANT PROJECT EXPERIENCE

DEN Concourse A Escalator Replacement

Denver, CO

Ankit led the preconstruction on this project. The scope consists of the replacement of eight existing escalators with 16 new escalators located in Concourse A Center Core. Scope of work includes installation of temporary walls and security plastic (fire rated), demolition and disposal of existing structures and equipment, procurement and installation of new escalators, escalator cladding, modifications to the existing electrical, fire protection, communications systems, installation of structural steel and handrails, fireproofing, terrazzo flooring, construction of soffits, painting,

DEN Tunnel Sewer Repairs

Denver, CO

Ankit led the preconstruction on this project that included the repair and replacement of existing sewer pipe located beneath DEN - Concourses A, B, & C. Scope of work also includes relocating pipe, installing floor drains, and re-lining pipe.

DEN Airport Deicing Systems

Denver, CO

Ankit led the pursuit of the contract-winning DEN Airport Deicing Systems project that provides the receipt, storage and distribution of aircraft deicing fluid, and the collection, storage and recycling of spent ADF. This is considered a "mission critical" project at DEN.

DEN Preconditioned Air

Denver, CO

Replacement of the preconditioned air plant equipment located beneath Concourse A and Concourse C, including newly installed micropiles and structural concrete slabs.

INDUSTRY EXPERIENCE

30 years

INDUSTRY EXPERIENCE

8 years

EDUCATION

B.A. Business Administration and Management, Los Angeles Valley College

3-Year Diploma, Communications, Loyalist College, Belleville, Ontario, Canada (1974)

% OF TIME ON PROJECT DESIGN

75% - 100%

% OF TIME ON PROJECT CONSTRUCTION

As needed



GARRY WOOD

TECHNOLOGY DIRECTOR

DESCRIPTION, ROLE & RESPONSIBILITIES

Garry has extensive experience in the design, installation, and service of airport security, communications, and special systems. His design, project management, and oversight experience include access control systems; close circuit television (CCTV) systems; intercom voice communications; vehicle gates; parking control systems; building and elevator control systems; fiber optic infrastructure; and conduit systems for low-voltage control systems. Garry's other responsibilities include the installation of assigned packages encompassing submittals, construction meetings, field supervision, and project acceptance. He also supervises and manages long-term on-site maintenance contracts.

RELEVANT PROJECT EXPERIENCE

LAX Multiple Projects

Los Angeles, CA

Garry managed design, installation, and management contracts for major airport security systems at ONT and LAX. Created security solutions that included thousands of card readers, ACAMS, CCTV, perimeter access points, access controllers, terminal upgrades, administrative facilities, ID credentialing systems, ACAMS workstations, fiber optic redundant LAN systems, and maintenance of the hot redundant, fault-tolerant servers that run ACAMS. Garry designed interfaces for access control operations and technical designs for guard posts and connection to the badge ID database. Some major projects include:

- ▲ LAX Airport Terminals Exterior Door ACAMS Maintenance Services
- ▲ LAWA Security Systems Design/Build and Maintenance Services
- ▲ ONT Security System Design, Build, and Maintenance Services
- ▲ ONT Airport Expansion New Terminals 2 & 4

LAX Airport Police Facility Access Control

Los Angeles, CA

Garry was project manager for the multimillion-dollar Airport Police Facility (APF) project at LAX. Garry manages and oversees the design/build of the new facility's cameras, access control, and intrusion detection systems.

LAX ACAMS Expansion

Los Angeles, CA

Responsible for the design/build of the access control alarm monitoring system (ACAMS) involving 200+ ACAMS card readers and 15 access controllers for LAX \$1.1 million Southwest Airlines Terminal 1 Modernization project, complete with infrastructure to meet LAWA standards.



CRAIG WIDYNOWSKI

PROJECT CONTROLS MANAGER II

DESCRIPTION, ROLE & RESPONSIBILITIES

With over 26 years experience, Craig possesses a strong background in building construction developed by field experience and training in the construction industry. His background and experience working at and with DEN stakeholders allows him the unique knowledge of your processes. He is ready to hit the ground running using his exceptional organizational skills and outstanding leadership qualities to lead the project team to success.

INDUSTRY EXPERIENCE

26 years

FIRM EXPERIENCE

26 years

EDUCATION

B.S. Education
University of Northern Colorado

% OF TIME ON PROJECT DESIGN

50%

% OF TIME ON PROJECT CONSTRUCTION

100%



CONSTRUCTION

RELEVANT PROJECT EXPERIENCE

Denver International Airport, On-Call Projects

Denver, CO

Project manager for \$4.4 million worth of Miscellaneous Facilities Projects at Denver International Airport. These projects include:

- ▲ **Airport Office Building Certificate of Occupancy Issues**
This project was required to complete fire rating of partitions within the Airport Office Building (AOB) at DEN. The AOB did not have the full Certificate of Occupancy since it opened. This was the final piece that needed to be completed in order for the Certificate of Occupancy to be issued. PCL went through the corridors, offices and other spaces within the AOB to perform fire rating work above ceilings of occupied spaces during the off-hours as to not impact the ongoing operations. At the completion of the work of this project allowed the AOB to receive the Certificate of Occupancy.
- ▲ **Chemical Storage Building**
Located just to the north of the main terminal building, this new building was an addition to the existing central chiller plant for DEN. Work required coordination with the active airport operations to install structural elements through the existing building while not interrupting services.
- ▲ **Battery Charging Room**
This project consisted of upfitting existing space within the airport to house a battery charging/storage facility. This required adding epoxy coatings to the floors and upgrading the fire rating of the existing and new partitions.
- ▲ **Telecommunications/Qwest Tenant Improvements**
This project consisted of the renovations to interior spaces for Qwest, including some access flooring work.



JOHN SPENCER II

TECHNOLOGY QUALITY ASSURANCE

DESCRIPTION, ROLE & RESPONSIBILITIES

John is an Electrical Engineer with more than 29 years in design and construction management to physical security (access and CCTV) systems. He is a member of the Denver Building Department committee that drafted the security system code requirements for the City and County of Denver and has experience designing physical security systems for many different types of facilities. He understands how to design physical security systems that adapt to changing requirements

INDUSTRY EXPERIENCE

29 years

FIRM EXPERIENCE

4 years

EDUCATION

B.S. Electrical Engineering, Iowa State University

M.S. Industrial Administrative Sciences
Iowa State University

% OF TIME ON PROJECT DESIGN

25% - 50%

% OF TIME ON PROJECT CONSTRUCTION

As needed



SERVITECHINC

RELEVANT PROJECT EXPERIENCE

DEN Electrical and PWCS On-Call Projects

Denver, CO

Task Order based contract to provide installation for the DEN Access Control and CCTV systems. Permits were required for many of the projects, and coordination with Denver Fire Department and CCD/DEN personnel was frequently required to ensure that the systems could be installed with minimal to no interruption of DEN's daily operations. Servitech was the sole source provider for two of these security contracts, and both contracts were awarded several extensions. Even after closeout, Servitech currently performs much of the Access Control and CCTV installation.

DEN Concourse Expansion at Concourse B West

Denver, CO

Contracted to install the PACS and CCTV Systems for the Concourse B west Gate expansion. This project involved Servitech doing all of the conduit as well as the cabling, testing and commissioning of these systems.

DEN Multiple Airline Enabling Gate

Denver, CO

This work was the initial phase of the redesign of the Great Hall to accommodate TSA baggage system installation and involved the construction of a new floor level above level 5. Systems required removal and re-installation in order to accommodate construction of the new floor level. Servitech's scope included special systems coordination and identification of the following: removal & re-installation of pathways and wiring for the following systems: telecommunications, ECS, telephones, HVAC controls, BIDS, data drops, WiFi, video surveillance, ticket counters, help desks, customer service areas, and access control.

DEN Southwest Airlines Hangar

Denver, CO

Contracted to provide installation for Southwest Airlines voice and data cabling. Build-out of all MDF and IDFs. Installed OSP fiber and copper from DEN north hut to hangar. Worked closely with DEN stakeholders to design and install Access Control and CCTV. The SACN is composed of many proprietary components. The team, in conjunction with the Proprietary vendors, developed a Security System that serves the needs of DEN.

INDUSTRY EXPERIENCE

30 years

FIRM EXPERIENCE

1 year

EDUCATION

Catonsville Community College, Course of study: Electronics

% OF TIME ON PROJECT DESIGN

As needed

% OF TIME ON PROJECT CONSTRUCTION

As needed



ROBERT GOEBEL

ESTIMATOR III - SECURITY SYSTEMS

DESCRIPTION, ROLE & RESPONSIBILITIES

Robert has over thirty years experience in security, access control, and CCTV systems. Strong knowledge of complete process from bidding to job completion. NICET 4 certified in fire alarm systems. He has estimated multiple security systems projects involving large scale Physical Access Control Systems, CCTV and others. Projects include ongoing estimating support for the \$28 Million LAX Automated People Mover (APM) project. He will provide a seasoned and detail-oriented approach to your Phase II project.

RELEVANT PROJECT EXPERIENCE

LAX Automated People Mover

Los Angeles, CA

Robert is currently providing estimating services on the Automated People Mover project, an elevated guideway train system at Los Angeles International Airport.

Federal Government Access Control Systems

Confidential

Robert performed design build estimates for CCTV, Access control, Intrusion, fire alarm, mass notification, proprietary monitory systems, wireless links, and network systems design for Federal government and large defense contractor.

Integration System Upgrades

Miscellaneous

Designed large integrated systems for customers, such as NOSC support centers, where Software house is used as the access control system and monitoring platform for the security guard. DMP is used for monitoring security devices and reporting to the work station through SH/DMP SDK integration with reporting to the Federal Mega center. Work station is setup with second monitor and displays video from the integrated ExauqVision NVR on the network installed

INDUSTRY EXPERIENCE

10 years

FIRM EXPERIENCE

3 years

EDUCATION

B.S. Computer Science,
Baghdad University

% OF TIME ON PROJECT DESIGN

As needed

% OF TIME ON PROJECT CONSTRUCTION

As needed



VITALY TEMBEL

LEAD PACS DESIGN ENGINEER

DESCRIPTION, ROLE & RESPONSIBILITIES

Sarmad is a dynamic software professional with significant experience in aviation networking operations, server management, system administration, technical support, maintenance, troubleshooting and user management. Expertise in networking technologies such as VLAN, LAN, WAN, protocols, and peripheral devices. He has a strong understanding of routers, switches, SonicWall, Wi-Fi systems and other technical devices used in establishing networks. Sarmad is quick to assimilate new technology concepts with a logical approach to problem detection/solving.

RELEVANT PROJECT EXPERIENCE

Santa Barbara Airport Security Systems Rehabilitation

Santa Barbara, CA

Upgrade and integration of the network, access control, video surveillance, identity management, and credentialing systems. This project involved the replacement, installation, and integration of 88 CCTV cameras, 98 doors, 129 card readers, a vehicle loops detector, and 3 perimeter intrusion detection devices.

Stockton Airport Access Control and Security Replacement

Stockton, CA

Replacement of Stockton Airport's access control, video surveillance, network, badging, gates, and electrical systems. Sarmad is focusing on design, configuration, integration, and troubleshooting of the airport's network and communication systems.

LAX Midfield Satellite Concourse (MSC)

Los Angeles, CA

Upgrade of 1,020 cameras for the CCTV and video management system, more than 900 access control card readers, 100 duress buttons, and wireless and wired infrastructure throughout the entire terminal. He is monitoring the terminal's overall network performance, and has designed and implemented network solutions.



ANMOL NAGPAL

LEAD PACS SOFTWARE TECHNOLOGY ENGINEER

DESCRIPTION, ROLE & RESPONSIBILITIES

Anmol has a distinguished career as a Software Engineer and Solution Architect with 7+ years of experience. For LAWA, Anmol is the Software Engineer instrumental in the development of Systems Commander, the software deployed for the management of the O&M lifecycle of LAWA's PACS environment. He also developed the Federal Interface Services for Credentialing (FiSC), innovative middleware that automated and expedited exchange of information with the TSA TSC, earning Birdi LAWA's Wings of Achievement Award in 2013. His expertise includes interface development, software development, and database design/development. Anmol's experience includes integrating custom software with third party applications and he has deployed applications to cloud servers. Technical expertise includes without limitation – Java, JavaScript, HTML, .NET, MySQL, SQL Server, Informix, and Oracle. Anmol will be leading, and providing oversight to the interface and development team.

INDUSTRY EXPERIENCE

10 years

FIRM EXPERIENCE

3 years

EDUCATION

Master's Carnegie Mellon University

B.S. Computer Engineering, Thadomal Shahani Engineering College

% OF TIME ON PROJECT DESIGN

As needed

% OF TIME ON PROJECT CONSTRUCTION

As needed



RELEVANT PROJECT EXPERIENCE

LAWA Access Control & Alarm Monitoring System O&M and Technical Enhancements

Los Angeles, CA

Anmol is the Interface Developer responsible for providing oversight to the PACS/CAD to VMS Interface and its development team; provided SME for the Picture Perfect database and operation of CAD doors, as well as system monitoring support during testing and go-live. For the PACS to Credentialing System Interface he ensured badges pushed from CS to PACS have accurate access information.

APACS Mobile

Los Angeles, CA

Anmol was the Project Manager and Sr. Software Engineer responsible for planning, coordinating, and supervising the project. APACS Mobile expanded functionality of Birdi's APACS Software to innovative employee screening at LAX Security Checkpoints. The project entailed providing LAWA Airport Police and Transportation Security Administration (TSA) the ability to scan and validate badges using mobile devices for the purposes of Employee screening and Airport security, as requested by Deputy Executive Director Gannon. This requirement is driven by APD and TSA's request for a Pilot project in TBIT, whereby TSA will designate 1 podium as an Access Lane (AL) for screening Employees.

LAWA Credentialing System O&M and Technical Enhancements

Los Angeles, CA

Anmol was the project manager responsible for coordinating, supervising and supporting in planning project. The project entailed innovating the screening of employees at security checkpoints and taking over the responsibility of the existing credentialing system without any operational impacts. The Implementation of several improvements to stabilize the application over a short period of time and developing the award-winning fully automated interface between LAWA and the Transportation Security Clearinghouse.



ROBERT KIMBER

FIELD INVESTIGATION SUPERVISOR

DESCRIPTION, ROLE & RESPONSIBILITIES

Robert has been Servitech's Project Manager since late 2003 and has been instrumental in organizing Servitech's operations to be competitive and extremely service oriented. His goal is to provide high quality service and accessibility to our customers. He has supervisors and a superintendent to assist him on this task. He always knows how the operation is performing. Rob works with our customers' SMEs (Subject Matter Experts) in making sure we are on track and on time on all work assigned to us. He's been at DEN for 20 years consecutively.

INDUSTRY EXPERIENCE

25 years

FIRM EXPERIENCE

18 years

EDUCATION

RTD On-Track Safety

Training

ARC Flash Training

RTD West Corridor

Safety Training

First Aid

CPR Training

OSHA 10-Hour Training

Master Electrician

Riviera Apprenticeship

Program – CO

% OF TIME ON PROJECT DESIGN

50% - 100%

% OF TIME ON PROJECT CONSTRUCTION

As needed

RELEVANT PROJECT EXPERIENCE

DEN Electrical and PWCS On-Call Projects

Denver, CO

Task Order based contract to provide installation for the DEN Access Control and CCTV systems. Permits were required for many of the projects, and coordination with Denver Fire Department and CCD/DEN personnel was frequently required to ensure that the systems could be installed with minimal to no interruption of DEN's daily operations. Servitech was the sole source provider for two of these security contracts, and both contracts were awarded several extensions. Even after closeout, Servitech currently performs much of the Access Control and CCTV installation.

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Southwest Airlines Hangar

Denver, CO

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CAMERON FOX

SCHEDULER III

DESCRIPTION, ROLE & RESPONSIBILITIES

Cameron has over 13 years of construction experience and is responsible for coordination and supervision of all activities at assigned construction building sites. This includes government projects of varying sizes. In Cameron's role as superintendent, he is accountable for updating and maintaining project CPM schedules, the management, planning, safety and oversight of project scopes, as well as performing quality control.

INDUSTRY EXPERIENCE

16 years

FIRM EXPERIENCE

8 years

EDUCATION

B.S. Construction Management, Colorado State University

% OF TIME ON PROJECT DESIGN

As needed

% OF TIME ON PROJECT CONSTRUCTION

100%

RELEVANT PROJECT EXPERIENCE

DEN Preconditioned Air

Denver, CO

Replacement of the preconditioned air plant equipment located beneath Concourse A and Concourse C, including newly installed micropiles and structural concrete slabs.

DEN Fire Station 35

Denver, CO

Construction of a new LEED Gold fire station for the Denver Fire Department located at DEN. The building will support 10 fire fighters and DFD ministration staff with housing and 5,000 SF of administrative space along with a four truck apparatus bay.

DEN On-Call Pump Room

Denver, CO

This project consisted of demolition and upgrades to existing chilled water and hot water pump room piping, pumps ,electrical, and controls equipment . All construction work was seasonally phased in order to maintain critical existing airport services during the duration of the project.

DEN Concourse B & C Sewer Repair

Denver, CO

Repair sumps and replace accessories for 41 sumps in the basements of DEN's Concourses B and C. The work includes installing new pumps, lining sumps, replacing and relocating controls, and documenting outlet drainage.



CONSTRUCTION

INDUSTRY EXPERIENCE

21 years

INDUSTRY EXPERIENCE

5 years

EDUCATION

M.S.

Telecommunications Management, University of Maryland

M.S. Structural

Engineering, Odessa State Academy of Civil Engineering and Architecture, Ukraine

% OF TIME ON PROJECT DESIGN

As needed

% OF TIME ON PROJECT CONSTRUCTION

As needed



SLAVA KHUSID

PACS SYSTEMS INTEGRATION ENGINEER

DESCRIPTION, ROLE & RESPONSIBILITIES

With more than 21 years of experience, leading systems integration and engineering projects, Slava specializes in aviation access control systems and physical security information management systems. Slava led the development of an SFOR™ ConOps for the Metro ESOC engineering assessment, developed the cyber security program and network designs for the LAX APM, managed the design/build of the CCTV/VMS at Metro's Union Station, manages the design for the LAX MSC, and led a seamless cutover for the renovation of the LAX Police Dispatch Center. His expertise also includes integrating NICE Inform/Perform telephony records, NICE Inform/MCC7500 radio logger, and airport response coordination centers. He applies broad experience and strong conceptual abilities to developing SFOR™ ConOps for every client.

RELEVANT PROJECT EXPERIENCE

Santa Barbara Airport Security Systems Rehabilitation

Santa Barbara, CA

Upgrade and integration of the network, access control, video surveillance, identity management, and credentialing systems. This project involved the replacement, installation, and integration of 88 CCTV cameras, 98 doors, 129 card readers, a vehicle loops detector, and 3 perimeter intrusion detection devices.

LAX Terminals Security Upgrades

Los Angeles, CA

\$1 million project at LAX's Terminals 2, 3, and 4 to upgrade/coordinate cards reader controls (ACAMS controls) of the legacy baggage belt system. Slava's responsibilities included managing designing a system to add/correct access controls in order to meet security requirements.

LAX Midfield Satellite Concourse (MSC)

Los Angeles, CA

Upgrade of 1,020 cameras for the CCTV and video management system, more than 900 access control card readers, 100 duress buttons, and wireless and wired infrastructure throughout the entire terminal. He is monitoring the terminal's overall network performance, and has designed and implemented network solutions.

INDUSTRY EXPERIENCE

10 years

FIRM EXPERIENCE

3 years

EDUCATION

B.S. Computer Science,
Baghdad University

% OF TIME ON PROJECT DESIGN

As needed

% OF TIME ON PROJECT CONSTRUCTION

As needed



SARMAD ALALWAN

SENIOR NETWORK ENGINEER

DESCRIPTION, ROLE & RESPONSIBILITIES

Sarmad is a dynamic software professional with significant experience in aviation networking operations, server management, system administration, technical support, maintenance, troubleshooting and user management. Expertise in networking technologies such as VLAN, LAN, WAN, protocols, and peripheral devices. He has a strong understanding of routers, switches, SonicWall, Wi-Fi systems and other technical devices used in establishing networks. Sarmad is quick to assimilate new technology concepts with a logical approach to problem detection/solving.

RELEVANT PROJECT EXPERIENCE

Santa Barbara Airport Security Systems Rehabilitation

Santa Barbara, CA

Upgrade and integration of the network, access control, video surveillance, identity management, and credentialing systems. This project involved the replacement, installation, and integration of 88 CCTV cameras, 98 doors, 129 card readers, a vehicle loops detector, and 3 perimeter intrusion detection devices.

Stockton Airport Access Control and Security Replacement

Stockton, CA

Replacement of Stockton Airport's access control, video surveillance, network, badging, gates, and electrical systems. Sarmad is focusing on design, configuration, integration, and troubleshooting of the airport's network and communication systems.

LAX Midfield Satellite Concourse (MSC)

Los Angeles, CA

Upgrade of 1,020 cameras for the CCTV and video management system, more than 900 access control card readers, 100 duress buttons, and wireless and wired infrastructure throughout the entire terminal. He is monitoring the terminal's overall network performance, and has designed and implemented network solutions.



STEWART HAWRONSKY

PROJECT CONTROLS ENGINEER II

DESCRIPTION, ROLE & RESPONSIBILITIES

With 42 years of experience is Stewart is an experienced project controls engineer with specialties ranging from quality control, to subcontractor coordination, inspections, document control, MEP coordination, HVAC commissioning, closeout and surveying. Stewart has worked in all areas of DEN, giving him an unmatched understanding of how to work with the team to develop creative solutions and mitigate any impacts to the passenger experience. Stewart is proficient at problem-resolution, planning and managing projects from inception through completion as well as supervising all levels of construction and in building relationships with owners and their associates.

INDUSTRY EXPERIENCE

42 years

FIRM EXPERIENCE

27 years

EDUCATION

Construction Surveying,
Bismarck Junior College

% OF TIME ON PROJECT DESIGN

As needed

% OF TIME ON PROJECT CONSTRUCTION

100%



CONSTRUCTION

RELEVANT PROJECT EXPERIENCE

DEN Airport Canopy & Roadway Improvements

Denver, CO

Major expansion of the levels five and six curbside traffic lanes on both the east and west side of the existing terminal, with the landmark feature of a 65-foot wide by 700-foot long fabric roof canopy built over the level 5 drive lanes.

DEN Taxiway WC Lighting Vault

Denver, CO

The Taxiway WC Lighting Vault is a 10,000 S.F. building which contains an airport lighting maintenance facility and the (ALCAMS) Airport Lighting Controls and Monitoring Systems. The Vault sits on cassettes and a structural concrete slab and has masonry walls, roof joists, metal deck and a metal roof. The facility contains electrical regulators and the computer hardware/software to control the lights for Denver International's three mile long runway. The computer systems in the vault interface with DEN's two existing lighting vaults and the FAA control tower. Along with the lighting vault structure various electrical duct banks and utilities are to be installed. Most notably, the installation of just over 2500 L.F. of 12" water line which is to be bored under an existing taxiway and runway.

DEN Central Cores for Concourses A,B and C

Denver, CO

This project consisted of three concourse buildings connected with below-grade AGTS tunnels.

B-52 Maintenance Hangar

Minot AFB, ND

The hangar is a 86,380-square foot facility of reinforced concrete foundation and floor slabs (17-inches thick in the aircraft bays) built on geopier stabilized ground, structural steel columns, trusses, and bar joist with insulated exterior wall panels. Maintenance areas have limited finishes, and administrative and support areas have typical commercial grade finishes. Also included the project is a new one-hundred vehicle Privately Owned Vehicle (POV) and access road, with new landscaping and security fencing.



RYAN MCQUARRIE

PROJECT CONTROLS ENGINEER II

DESCRIPTION, ROLE & RESPONSIBILITIES

Ryan is a skilled and passionate project engineer with experience working on airport projects that require close coordination with stakeholders and intentional planning of shutdowns without impacting passenger or airport operations. He prides himself on his ability to develop and execute on effective shutdown plans and documentation, ensuring a streamlined approach to all project phases. His ability to collaborate closely with, and manage subcontractors is second to none and he prides himself on his effective communication with all project team members. A proven team leader, Ryan takes a hands-on approach to ensure a high quality and successful delivery on every project.

INDUSTRY EXPERIENCE

5 years

FIRM EXPERIENCE

3 years

EDUCATION

B.S. Construction Management,
Washington State University

% OF TIME ON PROJECT DESIGN

As needed

% OF TIME ON PROJECT CONSTRUCTION

100%



RELEVANT PROJECT EXPERIENCE

Seattle International Airport, Baggage Optimization *Seattle, WA*

The Seattle-Tacoma International Airport is working on a multi-phased project to optimize the baggage handling system. The Port of Seattle's goal is to increase screening while achieving the maximum outbound baggage capacity within the current airport footprint. PCL was contracted to complete Phase 1 of the Baggage Optimization project, and work was completed and coordinated around other simultaneous airport projects. Precise phasing was required throughout to maintain active airport operations with minimal impact.

KODA Condominiums *Seattle, WA*

KODA is a high-rise condominium project consisting of three levels of below-grade parking and 18 above-grade levels comprised of 203 living units, as well as various retail and amenity spaces. The gross building area is approximately 238,802 SF. The project is located at the Northwest corner of the intersection of 5th Avenue South and South Main Street in Seattle's International District and is the first high-rise in this neighborhood of Seattle. This project required construction over the existing King County Metro bus tunnel system and is neighbored by residential buildings and several businesses.

Kindred Resort at Keystone *Keystone, CO*

Mixed-use, luxury ski in/out condominium and hotel development. Includes 95 for sale condominium units, 107-key-full service hotel, and over 21,000 square feet of retail space intended for restaurant and commercial use.



LAPONDA FITCHPATRICK

SECURITY & LAW ENFORCEMENT LIAISON

DESCRIPTION, ROLE & RESPONSIBILITIES

LaPonda is a self-motivated, results-oriented, visionary leader with a 35-plus year track record of innovation and collaboration with local, state, federal, and private entities to advance aviation safety, security and the aviation law enforcement profession. She is a nationally recognized expert, instructor, and public speaker in airport security and aviation law enforcement with an exceptional ability to utilize a team approach to drive organizational improvements and implement best practices, policies and procedures that address and resolve complex airport safety and security compliance issues, emergencies, and unusual occurrences.

INDUSTRY EXPERIENCE

35 years

FIRM EXPERIENCE

7 years

EDUCATION

B.A. Sociology,
Globalization and
Diversity

% OF TIME ON PROJECT DESIGN

As needed

% OF TIME ON PROJECT CONSTRUCTION

As needed

RELEVANT PROJECT EXPERIENCE

Comprehensive Security and Vulnerability Assessment for Ontario International Airport Authority

Ontario, CA

LaPonda helped set the strategic direction for the implementation of security technology at ONT over the next decade. Her work addressed all aspects of airport security, including terminal, cargo, airside, landside, and perimeter security. Assessments, plans, and designs included all layers of the infrastructure including power, communication rooms, control centers, MPLS network in support of various security systems including CCTV, access control, Command and Control Center, perimeter intrusion systems, radio, and others.

Site Vulnerability Assessment and Airport Security Policy Development for the Santa Monica Airport

Santa Monica, CA

Scope included site surveys, stakeholder interviews, assessing federal regulations and their application for airport security at Santa Monica Airport. LaPonda provided briefings to the city board on findings and recommendations to meet the city's goal of making its airport a model for airport security at a General Aviation airport.



Airport Security Assessment Tool (ASAT)

Pasadena, CA

LaPonda was crucial to the development of this comprehensive repository of industry standards, regulations, and data points. ASAT has 539 different modules with approximately 7,500 information points that are collected early, during the project concept phase. The collected information is used to conceptualize project delivery risks, operational gaps, and solutions.



SUZANNE ARKLE

MWBE CONSULTANT

DESCRIPTION, ROLE & RESPONSIBILITIES

Suzanne owns ZANN, a Denver-based management consulting firm that advises clients on small business growth programs, workforce development, and community engagement strategies on capital projects. Through these services, she has directed the utilization of over \$3.7B for small businesses on projects valued over \$11.2B. In this capacity, ZANN has gained the trust and respect of agencies, prime contractors, small business communities, and community stakeholders to ensure the planning, pursuit, and design-build process is inclusive and transparent. Her project experience and diverse perspective (working for both owners and primes) bring value and improved project economic impact.

As MWBE Utilization Consultant, Suzanne will work with the team to identify opportunities for MWBE utilization and engagement, ensuring the 15% utilization goal on this project is met.

RELEVANT PROJECT EXPERIENCE

DEN Gate Expansion Program

Denver, CO

MWBE Program Manager

City and County of Denver Disparity Study

Denver, CO

Small Business Utilization Consultant

CDOT Central 70

Denver, CO

Strategic advisor for the team on DBE/ESB engagement and workforce development

National Western Center

Denver, CO

Biz Navigator, Small Business and Workforce Engagement

Denver Parks and Recreation

Denver, CO

Small Business Utilization Consultant

North Metro Commuter Rail

Denver, CO

As DBE and Workforce Manager, Suzanne worked closely with the project team to manage the utilization of DBE firms on this \$423 million design-build project.

INDUSTRY EXPERIENCE

25 years

FIRM EXPERIENCE

25 years

EDUCATION

B.A. Urban Studies / Economics, University of Pennsylvania

% OF TIME ON PROJECT DESIGN

As needed

% OF TIME ON PROJECT CONSTRUCTION

As needed



TAB NINE ▶

**REQUIRED
FORMS
(CONFIDENTIAL)**



CONSTRUCTION

TOGETHER WE BUILD SUCCESS



OSHA's Form 300

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Report Start Date: 01/01/2018
Report End Date: 12/31/2018

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Denver Buildings District
City Denver State CO

| Identify the person | | Describe the case | | | | Classify the case | | | | Enter the number of days the injured or ill worker was: | | | | | Check the "injury" column or choose one type of illness: | | | | | |
|----------------------|------------------------|---------------------------------|---|---|--|---|---------------------|------------------|----------|---|---------------------------------------|--|-------------------|---------------------------|--|------------------|-------------------------|----------|----------|----------|
| (A) Case No. | (B) Employee's Name | (C) Job Title (e.g. Welder) | (D) Date of injury or onset of illness | (E) Where the event occurred (e.g. Loading dock north end) | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Seconde degree burns on right forearm from acetylene torch) | Using these categories, check ONLY the most serious result for each case: | | | | Enter the number of days the injured or ill worker was: | | Check the "injury" column or choose one type of illness: | | | | | | | | |
| | | | | | | Death | Days away from work | Remained at work | | Away from work (days) | On job transfer or restriction (days) | Injury (1) | Skin Disorder (2) | Respiratory Condition (3) | Poisoning (4) | Hearing Loss (5) | All other illnesses (6) | | | |
| (G) | (H) | Job transfer or restriction (I) | Other recordable cases (J) | (K) | (L) | | | | | | | | | | | | | | | |
| 5001604_201802_292_1 | REGILIO J. LECHUGA | Carpenter | 02/26/2018 | 4th floor, N/W side. | Empolyee received 8 stitches on chin/face. NO restrictions. | | | | X | | | X | | | | | | | | |
| 5021760_201803_110_1 | Andres Hernandez | Carpenter | 03/14/2018 | Classroom 120 | Fractured wrist | | | X | | | 180 | X | | | | | | | | |
| 5001702_201809_145_9 | Greg Schultz | Superintende nt | 09/18/2018 | Plaza Level North | Laceration to right knee. Struck against rebar. | | | | X | | | X | | | | | | | | |
| Totals | | | | | | 0 | 0 | 1 | 2 | 0 | 180 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury (1) Skin Disorder (2) Respiratory Condition (3) Poisoning (4) Hearing Loss (5) All other illnesses (6)



OSHA's Form 300

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Report Start Date: 01/01/2019

Report End Date: 12/31/2019

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Denver Buildings District
 City Denver State CO

| Identify the person | | | Describe the case | | | Classify the case | | | | | | | | | | | | |
|----------------------|------------------------|---------------------------------|---|---|--|---|---------------------|------------------|----------|---|---------------------------------------|--|-------------------|---------------------------|---------------|------------------|-------------------------|----------|
| (A) Case No. | (B) Employee's Name | (C) Job Title (e.g. Welder) | (D) Date of injury or onset of illness | (E) Where the event occurred (e.g. Loading dock north end) | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Seconde degree burns on right forearm from acetylene torch) | Using these categories, check ONLY the most serious result for each case: | | | | Enter the number of days the injured or ill worker was: | | Check the "injury" column or choose one type of illness: | | | | | | |
| | | | | | | Death | Days away from work | Remained at work | | Away from work (days) | On job transfer or restriction (days) | Injury (1) | Skin Disorder (2) | Respiratory Condition (3) | Poisoning (4) | Hearing Loss (5) | All other illnesses (6) | |
| (G) | (H) | Job transfer or restriction (I) | Other record-able cases (J) | (K) | (L) | | | | | | | | | | | | | |
| 5021981_201905_252_4 | DIEGO BORJA | Carpenter Apprentice | 05/28/2019 | HTC Vestibule 129A | Laceration to right elbow requiring five stitches. | | | | X | | | X | | | | | | |
| Totals | | | | | | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury (1) Skin Disorder (2) Respiratory Condition (3) Poisoning (4) Hearing Loss (5) All other illnesses (6)



OSHA's Form 300

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Report Start Date: 01/01/2020

Report End Date: 12/31/2020

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Denver Buildings District
 City Denver State CO

| Identify the person | | | Describe the case | | | Classify the case | | | | | | | | | | | | |
|---------------------|------------------------|---------------------------------|---|---|--|---|---------------------|------------------|----------|---|---------------------------------------|--|-------------------|---------------------------|---------------|------------------|-------------------------|----------|
| (A) Case No. | (B) Employee's Name | (C) Job Title (e.g. Welder) | (D) Date of injury or onset of illness | (E) Where the event occurred (e.g. Loading dock north end) | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Seconde degree burns on right forearm from acetylene torch) | Using these categories, check ONLY the most serious result for each case: | | | | Enter the number of days the injured or ill worker was: | | Check the "injury" column or choose one type of illness: | | | | | | |
| | | | | | | Death | Days away from work | Remained at work | | Away from work (days) | On job transfer or restriction (days) | Injury (1) | Skin Disorder (2) | Respiratory Condition (3) | Poisoning (4) | Hearing Loss (5) | All other illnesses (6) | |
| (G) | (H) | Job transfer or restriction (I) | Other recordable cases (J) | (K) | (L) | | | | | | | | | | | | | |
| 2020_63 | Nader Khalil | Project Engineer | 05/07/2020 | District office | Laceration to the forehead. | | | | X | | | X | | | | | | |
| Totals | | | | | | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury (1) Skin Disorder (2) Respiratory Condition (3) Poisoning (4) Hearing Loss (5) All other illnesses (6)

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 Content Narrative as outlined in Section IV

- ☑ Proposal Forms - all complete and signed
 - Proposal Acknowledgement Letter – filled out completely and acknowledge all addenda
 - Proposal Data Form
 - Disclosure of Legal & Administrative Proceedings & Financial Conditions
 - Proposal Declaration
 - List of Proposed Non-M/WBE Subcontractors
 - Certification of Non-Segregated Facilities
 - Equal Opportunity Report Statment
 - Form W-9
 - Certificate of Good Standing
 - Proposal Disclosure

- ☑ DSBO Forms
 - DSBO Form: Commitment to MWBE Participation
 - DSBO Form: 1B- List of Proposed Subcontractors, Subconsultants, and/or Suppliers
 - MWBE Utilization Plan

- ☑ 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 E - <http://business.flydenver.com/bizops/documents/exhibitE-CoreStaffLabor-ProfSvcxs.xlsx>

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

City and County of Denver
Denver International Airport

Proposer: PCL Construction Services, Inc. Date: October 11, 2021

Michael Sheehan, – Senior Vice President
 Airport Infrastructure Management
 Airport Office Building (AOB)
 Denver International Airport
 8500 Pena Boulevard
 Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated July 23, 2021 for RFP NO. 201952747, 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: Addendum #1, 8/27/21, Addendum #2, 9/16/21, Addendum #3 9/27/21

Name of at least one (1) proposing entity that attended the Mandatory Pre-Proposal Conference. Proposer must include the code given at the Mandatory Pre-Proposal Conference:

Name/Company: PCL Construction Services, Inc.; Fritz Mercer II

Code No: PACS2021

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: Ryan Shmidt

Proposer's Business Address: 2000 S Colorado Blvd Suite 2-500, Denver, CO 80222

E-mail address: RPSchmidt@pcl.com

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

City and County of Denver
Denver International Airport

Proposer: PCL Construction Services, Inc. Date: October 11, 2021

Michael Sheehan, – Senior Vice President
 Airport Infrastructure Management
 Airport Office Building (AOB)
 Denver International Airport
 8500 Pena Boulevard
 Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated July 23, 2021 for RFP NO. 201952747, 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:

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Name of at least one (1) proposing entity that attended the Mandatory Pre-Proposal Conference. Proposer must include the code given at the Mandatory Pre-Proposal Conference:

Name/Company: PCL Construction Services, Inc.; Fritz Mercer II

Code No: PACS2021

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: Ryan Shmidt

Proposer's Business Address: 2000 S Colorado Blvd Suite 2-500, Denver, CO 80222

E-mail address: RPSchmidt@pcl.com



Attachment 1, Part 2 Proposal Data Form

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

Proposer Name: PCL Construction Services, Inc.

Proposer Address: 2000 S Colorado Blvd Suite 2-500

Phone: Denver, CO 80222 Fax N/A

Email: rpschmidt@pcl.com

Federal Identification Number: 84-0957552, DB:130856909

Principal in Charge (Name & Title): Ryan Schmidt; Principal in Charge / District Manager

Project Manager for this RFP (Name & Title): Scott Pandy, Project Manager

Equal Employment Opportunity Officer: Michelle Curry

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

Broker: Aon Risk Services Central, Inc.

Insurance: Old Republic Insurance Company and Indian Harbor Insurance Company

**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: Colorado

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):

LIC10664, Class A, County of Denver Contractor's License, Valid through 05/31/2024

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 District Manager

Print Name Ryan Schmidt

Date October 11, 2021



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 N/A 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.

The litigation history for the Denver District of PCL Construction Services, Inc. is attached hereto. PCL Construction Services, Inc., can affirm that it 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.



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 11th day of October, 2021.

| | |
|-------------------------------------|---|
| Proposer Company Name: | <u>PCL Construction Services, Inc.</u> |
| Proposer Business Address: | <u>2000 S Colorado Blvd Suite 2-500</u> |
| City, State, Zip Code: | <u>Denver, CO 80222</u> |
| Telephone Number: | <u>303.365.6500</u> |
| Fax Number: | <u>N/A</u> |
| Social Security or Employer ID No.: | <u>84-0957552, DB:130856909</u> |



ATTEST:

(Corporate Seal Here)

PROPOSER'S SIGNATURE:

Ryan Schmidt, District Manager
Printed Name

Secretary's Signature

Printed Name

Attachment 1, Part 5 List of Proposed Non-M/WBE SubcontractorsProposer Company Name: PCL Construction Services, Inc.RFP Name: Physical Access Control System - Phase II

RFP No.: 201952747

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

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

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

| Subcontractor Information | Work Assignment | Subcontract Dollar Value |
|---|-------------------------------------|---|
| Name: <u>Birdi Systems, Inc.</u> Address: <u>723 E Green St</u> <u>Pasadena, CA 91101</u> Phone: <u>213.550.4250</u> | Technology Subject Matter Expert | TBD. Phase II work performed on T&M. |
| Name: _____ Address: _____ Phone: _____ | | |

Attachment 1, Part 6 Certification of Non-Segregated Facilities

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

Dated: September 20, 2021Proposer Company Name: PCL Construction Services, Inc.By:  Ryan SchmidtTitle: District Manager

Attachment 1, Part 7 Equal Opportunity Report Statement

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

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

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

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

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

Dated: September 20, 2021

Proposer Company: PCL Construction Services, Inc.

By:  Ryan Schmidt

Title: District Manager



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
PCL Construction Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2000 S. Colorado Blvd., Suite 2-500

6 City, state, and ZIP code
Denver, CO 80222

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

| | | | | | | | | |
|--|--|--|---|--|--|--|--|--|
| | | | - | | | | | |
|--|--|--|---|--|--|--|--|--|

or

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 8 | 4 | - | 0 | 9 | 5 | 7 | 5 | 5 | 2 |
|---|---|---|---|---|---|---|---|---|---|

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

February 3, 2021

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



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,

PCL CONSTRUCTION SERVICES, INC.

is a

Corporation

formed or registered on 07/25/1984 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 19871581074 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/14/2021 that have been posted, and by documents delivered to this office electronically through 09/15/2021 @ 10:40:50 .

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 09/15/2021 @ 10:40:50 in accordance with applicable law. This certificate is assigned Confirmation Number 13440925 .



Jena Griswold

Secretary of State of the State of Colorado

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

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



PROPOSAL DISCLOSURE FORM

Per Addendum 3, Q&A, number 149, “Section III-15 of the RFP discusses Disclosure of Legal and Administrative Proceedings and Financial Condition. This is tied to the form at Attachment 1, Part 3. The second reference in the Proposal Submittal Requirements to a ‘Proposal Disclosure’ appears to be in error.”

LITIGATION HISTORY

PCL CONSTRUCTION SERVICES, INC. - Denver District (2016 - Current)

| Organization | Date of Action | Docket/Case No. | Name of Court/Forum | Names of Parties | Matter Type | Statement of Matter | Status-Outcome |
|---------------------------------|----------------|-----------------------|---|--|-----------------------|---|-------------------------------|
| PCL Construction Services, Inc. | 7/21/2016 | NA | District Court, Larimer County, Colorado | Tripp Construction, Inc. vs. PCL Construction Services, Inc. | Subcontractor Dispute | Arbitration | Award against PCL (Satisfied) |
| PCL Construction Services, Inc. | 10/24/2016 | 2016CV32557 | State of Colorado District Court, Arapahoe County | EIGHTH DISTRICT ELECTRICAL PENSION FUND vs. PCL CONSTRUCTION SERVICES, INC. | Other | Second tier subcontractor on project for PCL failed to pay its fringe benefit contributions in accordance with labor agreements. Plaintiff seeks payment based on bond claim. | Other |
| PCL Construction Services, Inc. | 4/18/2017 | 2017CV30518 | DISTRICT COURT, COUNTY OF DENVER, STATE OF COLORADO | BigHorn Plastering of Colorado, Inc. v. PCL Construction Services, Inc. | Subcontractor Dispute | Counterclaim from claim by subrogee of PCL | Settled |
| PCL Construction Services, Inc. | 8/23/2017 | Case# 2017CV30203 | Eagle County Court, CO | LUDVIK ELECTRIC CO., etc., Pltf. vs. LION VAIL LLC, etc., et al., Dfts | Subcontractor Dispute | Subcontractor dispute | Settled |
| PCL Construction Services, Inc. | 9/12/2017 | Case # 2017CV30090 | Pitkin County Court, CO | SACHA HINDERBERGER, Pltf. vs. PCL CONSTRUCTION SERVICES, INC., Dft. | Personal Injury Claim | Personal injury claim | Settled |
| PCL Construction Services, Inc. | 3/8/2018 | Claim #9260157029-001 | NA | 250 Columbine Street v. PCL Construction Services, Inc. | Client/Owner Dispute | 250 Columbine Project - Construction installation/design requiring reconstruction/repair to several balconies. | Settled |
| PCL Construction Services, Inc. | 7/23/2018 | Case # 2018CV30622 | Boulder County District Court, CO | CPI/MA 9SEVENTY OWNER LLC, ETC., PLTF. vs. PCL CONSTRUCTION SERVICES, INC., ETC., ET AL., DFTS. | Client/Owner Dispute | Construction defect claim | Settled |
| PCL Construction Services, Inc. | 9/12/2018 | Case # 2018CV32962 | Denver County District Court, CO | Denver Transit Constructors, LLC v. PCL Construction Services, Inc. v. Alliance Glazing Technologies, Inc. | Client/Owner Dispute | Construction Defect. RTD FasTracks - Eagle Project: Pedestrian Bridges and Elevator Shafts | Settled |
| PCL Construction Services, Inc. | 8/30/2019 | Case # 2019CV33368 | Denver County District Court, CO | PCL Construction Services, Inc v. Monarch Growth Inc, Monarch Casino & Resort, Inc., and Monarch Black Hawk, Inc. | Client/Owner Dispute | Owner nonpayment and interference. | Pending |
| PCL Construction Services, Inc. | 10/21/2019 | Case # 2019CV30018 | Pinkin County District Court, CO | WJM 508 LLC v. COOPER STREET DEVELOPMENT, LLC, BILL POSS AND ASSOCIATES, ARCHITECTURE AND PLANNING, P.C. d/b/a POSS ARCHITECTURE + PLANNING, IKE KLIGERMAN BARKLEY ARCHITECTS, PCL CONSTRUCTION SERVICES, INC., CLIMATE CONTROL COMPANY OF GLENWOOD SPRINGS, and ARCHITECTURAL ENGINEERING CONSULTANTS, INC. | Client/Owner Dispute | Construction Defect Claim | Pending |
| PCL Construction Services, Inc. | 10/12/2020 | 2017cv030129 | Pinkin County District Court, CO | PCL CONSTRUCTION SERVICES, INC. v. ASPEN CLUB REDEVELOPMENT COMPANY, LLC | Client/Owner Dispute | Nonpayment of amounts due and owing | Settled |



September 3, 2021

Mr. Ryan Schmidt
PCL Construction Services, Inc.
2000 South Colorado Boulevard
Tower Two, Suite 2-500
Denver, CO 80222

Dear Mr. Schmidt:

The Contractors Prequalification Board has reviewed the Project Specific Permission Application submitted by your firm. The Board has recommended that your firm be allowed to bid on the upcoming **Physical Access Control System – Phase II Project at DEN (Contract No. 201952747) on September 13, 2021**. The Executive Director of the Department of Aviation and I have reviewed the recommendation and agree with the Board.

Compliance with the "Rules for Prequalification of Construction Contractors" with the Departments of Aviation and Public Works of the City and County of Denver is necessary in order to ensure acceptable bids. Should you wish to bid on any other project in which the cost of construction is estimated to exceed your bid limit, or if you intend to participate in excess of \$1,000,000 in a joint venture, you must submit a written request for further consideration by the Prequalification Board.

We appreciate your interest in bidding on City and County of Denver contracts and look forward to working with you in the future. Should you have any questions concerning the prequalification process, do not hesitate to contact us at doti.prequal@denvergov.org.

Sincerely,



Adam Phipps, Executive Director
Department of Transportation & Infrastructure

cc: Prequalification Board File

City and County of Denver Department of Transportation & Infrastructure
Office of the Executive Director
201 W. Colfax Avenue, Dept. 608 | Denver, CO 80202
www.denvergov.org/doti
Phone: 720-865-8630

311 | POCKETGOV.COM | DENVERGOV.ORG | [DENVER 8 TV](http://DENVER8TV)

NOT COUNTED TOWARDS PAGE LIMIT



City and County of Denver
Community Planning and Development
www.denvergov.org/contractor_licensing

License/Registration Number: LIC10664
Expiration Date: 05/31/2024
License Type: General Contractor - Class A

E-Licensing

Issued To:

**By Authority of the Executive Director of
 Community Planning and Development**

PCL CONSTRUCTION SERVICES INC
 2000 S COLORADO BLVD TOWER 2
 DENVER, CO 80222

| Amount | Fund/Org/Revenue Code | Payment Date | Trans # | Status |
|----------|-------------------------|--------------|---------|--------|
| \$250.00 | R351800-*-01010-0141200 | 05/25/2021 | 7955363 | Paid |

RENEWAL INFORMATION

Renewal notices will be e-mailed to e-mail address on file.
 Renewal information is available at www.denvergov.org/Contractor_Licensing.

INSPECTION INFORMATION

Inspection requests called in by 12:00 a.m. will usually be scheduled for the following working day.
 Please provide the following information when you call for an inspection:
 ✓ Permit number
 ✓ Type of inspection and inspection code
 Automated Inspection Request System: 720-865-2501
 Inspections are performed Monday through Friday.

Wallet Contractor ID Card: MUST BE KEPT IN YOUR POSSESSION AT ALL TIMES.

Cut on outside of line, then fold in half.

| | |
|--|--|
| <p>City and County of Denver</p> <p>IDENTIFICATION CARD</p> <p>E-Licensing</p> <p>License/Registration No: LIC10664</p> <p>This is to certify that PCL CONSTRUCTION SERVICES INC has been issued a General Contractor - Class A license in the City and County of Denver, beginning on 25 May 2021 and ending on 31 May 2024, unless license is revoked.</p> <p style="text-align: right;"><u>By Authority of the Executive Director of Community Planning and Development</u></p> | <p>City and County of Denver</p> <p>Community Planning and Development</p> <p>201 W COLFAX AVE DEPT 205</p> <p>DENVER, COLORADO 80202</p> <div style="text-align: center;">  DENVER <small>THE MILE HIGH CITY</small> </div> <p>Licenses & Certificates: 720.865.2770 Permit Counter: 720.865.2720 Inspection Administration: 720.865.2505 Automated Inspection Request: 720.865.2501</p> |
|--|--|

TAB EIGHT ▶

**EXHIBIT B
(UNDER SEPARATE COVER)**



CONSTRUCTION

TOGETHER WE BUILD SUCCESS

TAB NINE ▶

MWBE FORMS



CONSTRUCTION

TOGETHER WE BUILD SUCCESS



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

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

COMPLETE IF YOU ARE A NON MWBE PRIME:

The City and County of Denver has specified a 15 % MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting 15 % MWBE Participation on the contract.

COMPLETE IF YOU ARE A MWBE PRIME:

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

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

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

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

Bidder/Proposer (Name of Firm): PCL Construction Services, Inc.

Firm's Representative: Ryan Schmidt

Title: District Manager

Signature (Firm's Representative): 

Date: October 11, 2021

Address: 2000 S Colorado Blvd Suite 2-500

City: Denver

State: CO

Zip: 80222

Phone: 303.465.6598

Email: RPSchmidt@pcl.com



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

City & County of Denver Contract No.: 201952747

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: PCL Construction Services, Inc. | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) | |
| Firm's Representative: Ryan Schmidt | | |
| Signature:  | Date: October 11, 2021 | |
| Address: 2000 S Colorado Blvd Suite 2-500 | | |
| City: Denver | State: CO | Zip: 80222 |
| Phone: 303.365.6598 | Email: RPSchmidt@pcl.com | |

| Subcontractors, Subconsultants, and/or Suppliers | |
|---|--|
| Name of Firm: Servitech, Inc. | <input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: Monika Stenger | |
| Phone: 720.529.1661 | Email: estimating@servitechinc.com |
| Type of Service: PACS infrastructure and component field verification | |

| | |
|--|--|
| Name of Firm: Select Building Group, Inc. | <input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: Ricardo Ruvalcaba | |
| Phone: 303.868.8301 | Email: rick@sbg-commercial.com |
| Type of Service: Quality Control and Field Supervision | |

| | |
|---------------------------------------|---|
| Name of Firm: Zann & Associates, Inc. | <input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input checked="" type="checkbox"/> EBE (v) |
| Firm's Representative: Suzanne Arkle | |
| Phone: 312.543.6317 | Email: suzanne@zanninc.com |
| Type of Service: MWBE Consultant | |

***See MWBE Compliance Plan in Tab 6 of the proposal.**

DSBO Version 5 Last Revised: August 16, 2021

DIVERSITY SURVEY

| | |
|--|--|
| Reference # | 14104805 |
| Status | Complete |
| Business Email Address | RPSchmidt@pcl.com |
| Enter Email Address of City and County of Denver contact person facilitating this solicitation. | contract.procurement@flydenver.com |
| Please provide the City Agency that is facilitating this solicitation: | Denver International Airport |
| Project Name | #201952747 Physical Access Control System Phase II |
| Solicitation No. (Check Below if Not Applicable) | #201952747 |
| Name of Your Company | PCL Construction |
| What Industry is Your Business? | Construction/Landscape/Maintenance Services |
| Address | 2000 S Colorado Blvd Suite 2-500 |
| City | Denver |
| State | Colorado |
| Zip Code | 80247 |
| Business Phone Number | 303-365-6501 |
| 1. How many employees does your company employ? | Over 100 |
| Number of Full Time: | 130 |
| Number of Part Time: | 0 |
| 2. Do you have a Diversity and Inclusiveness Program? | Yes |
| 2.1. Employment and retention? | Yes |
| 2.2. Procurement and supply chain activities? | Yes |
| 2.3. Customer Service? | Yes |
| 3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and | PCL values diversity in our clients, projects, workforce, and |

inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below)

business partners. We integrate inclusivity into every level of our company. We recognize that inclusive practices within our workforce and business partnerships position PCL to advance and sustain our position as a world-class builder by leveraging diverse talent and expertise, backgrounds, and perspectives. Across our organization, our business units employ best practices to meet the diversity, equity, and inclusion objectives of PCL, as well as of the clients and communities we serve.

Diversity, equity, and Inclusion practices align with the core values and guiding principles of our company and have been underway for a number of years. Our Diversity, equity and inclusion efforts go beyond occasional training and are always instead integrated throughout the entire company. We have established sector-wide DE&I councils championed by our executive leadership and our U.S. Director of Diversity, Equity and Inclusion, that are supported by district-level chapters and committees. This way we can achieve our goals faster and more efficiently through hands-on and localized dialogue, collaboration and action.

Corporate Diversity, Equity & Inclusion Statement: We've always known that people are our greatest asset. Construction is a complicated business, and our success requires the skills and efforts of a diverse group of people, engaged in a wide variety of activities. Our 100- plus-year



tradition of construction excellence is attributable to the efforts of people from different cultures and backgrounds and with different beliefs. PCL values the additional perspectives, solutions, and ideas that come from a diverse workforce and business partners. We recognize that these factors allow us to better achieve company objectives and meet the needs of our customers.

We value diversity and are intentionally inclusive in the areas of:

-Talent

PCL recognizes diversity as a competitive advantage and is focused on attracting and retaining the industry's best talent. A diverse company starts with the people we hire. People from a variety of backgrounds bring something unique to our company, and we are stronger for choosing to include everyone. We strive to attract and retain the industry's best talent through recruitment, engagement and career development practices.

-Workplace

PCL aspires to be a workplace that represents the diverse communities in which we work, promoting a culture that fosters a sense of belonging, equity, mutual respect, and ownership through our people, processes, and programs.

-Industry

Beyond our own offices, we partner with diverse clients and

subcontractors. We deliver value to our communities by leveraging diverse, industry-leading talent charged with providing solutions through diversity of thought, innovative thinking, partnerships and collaboration. PCL provides Supplier Diversity Resources, guidance and support to identify potential Diverse, Women and Minority Business Enterprises partners.

-Community

PCL is actively invested in the communities we serve. We support an array of community-based organizations that provide education, training and career assistance to diverse groups of people in the spirit of stewardship and volunteerism. PCL is an equal opportunity employer and will not discriminate against any applicant, employee, vendor or business partner because of race, religion, color, gender, sexual orientation, physical or mental disability, age, ancestry, place of origin, national origin, marital status, family status, or veteran status. What binds us all together, regardless of jobs or personal characteristics, is a shared set of core values: honesty, integrity, respect, passion, and the development of a dynamic culture where everyone can learn, teach, improve, and add value for our customers, and our business and community partners.

At PCL, We Choose to Include.

Corporate Employee Diversity Programs
Our employee diversity programs address recruitment,

engagement, advancement, and retention of diverse individuals, as well as veterans and service members. Under our executive leadership, we continue to advance our strategies and efforts to promote workplace diversity to meet industry and organizational demands. Our current efforts include:

Unconscious Bias Training and Discussion Sessions
Executing training and establishing dialogue to increase awareness and to expand more inclusive cultures throughout our company. Unconscious Bias training provides an avenue to focus on and impact our recruiting, hiring, coaching, mentoring and general workplace practices to grow inclusive leaders as diversity champions.

Recruitment
-Partnering and sponsoring diverse student and professional industry organizations to engage diverse potential candidates
-Targeting and attending diversity-focused career fairs to increase pool of qualified diverse candidates
-Leveraging our social media presence (LinkedIn, Twitter, Facebook, etc.) to share events and key messages that reflect our diversity and inclusion objectives •Encouraging women and diverse employees to provide referrals of other qualified candidates
interested in pursuing a career at PCL
-Supporting organizations focused on providing STEM and construction education and career opportunities to girls and historically under-represented youth

Internal Engagement

- Targeted programming designed to promote and increase diverse representation at all levels of the company (Women's Leadership Summit, AGC's Culture of Care to build a more inclusive industry partnership, Veteran Engagement Programs
- Development of a central internal webpage providing access to diversity-focused education, awareness, and resource materials
- Conducting internal campaigns such as Women in Construction Week (Aligned with the National Association of Women in Construction's March celebration) to spotlight the contributions and career achievements made by women of PCL
- Promotion of employee involvement in volunteer opportunities in community organizations and events focused on education, training, and support of women, diverse individuals, and veterans/service members.

Advancement/Retention

- Modification of the company's internal professional/leadership development program to a more inclusive model. The PCL Leadership Academy has recently transitioned into a self nominating program that is accessible to all eligible employees interested in participating (and not limited only to those nominated by management).
- Ongoing development of employee mentoring and sponsorship programming to increase visibility, access, and advancement opportunities to women, diverse individuals, and veterans/service members employed by PCL.
- Consistent assessment of corporate climate and employee engagement through periodic formal companywide engagement

| | |
|--|---|
| | <p>surveys.</p> <p>-Integration of diversity and inclusion themes into new and existing training and leadership development curriculum.</p> <p>PCL's targeted budget for 2021 for diversity, equity and inclusion programs, education, industry organization memberships, and contributions is \$85,000.</p> |
| 4. Does your company regularly communicate its diversity and inclusiveness policies to employees? | Yes |
| If you answered Yes to Question 4, how does your company regularly communicate its diversity and inclusiveness policies to employees? (Select all that apply) | <ul style="list-style-type: none"> • Employee Training • Public EEO Postings • Other (Newsletters, events, Corporate email, initiatives and campaigns) |
| 5. How often do you provide training and diversity and inclusiveness principles? | Quarterly |
| 5.1 What percentage of the total number of employees generally participate? | 76-100% |
| 6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below) | <p>PCL values diversity in our clients, workforce, and partners. We consistently seek relationships with suppliers and subcontractors that advance our efforts to deliver exceptional services and performance to our clients. In addition, we strive to form strong bonds within the communities where we work and live.</p> <p>PCL staff involved in purchasing and subcontracting are encouraged to identify and include diverse suppliers and subcontractors in the procurement process. Our goal is to promote inclusive practices that provide maximum opportunity to all companies that meet our purchasing and contracting standards, while:</p> <ul style="list-style-type: none"> •Increasing our pool of small, minority, and woman owned business partners, while maintaining current standards of safety, quality, competitive pricing, and |

project delivery

- Ensuring that small, minority, and woman-owned businesses are treated fairly during the procurement process

- Helping small and diverse businesses understand PCL's supplier/subcontractor related policies and procedures

Encouraging small and diverse businesses to become certified through the appropriate regional, national, and industry organizations

Supplier diversity classifications include:

Small/Disadvantaged, Small, Minority, Women, Veteran, Service-Disabled Veteran, Historically Underutilized Business Zone, Nonprofits, Alaskan Native

Corporations/Indian Tribes, LGBT, physically challenged

or disabled, and other protected groups.

Supplier Diversity Activities

Our supplier diversity engagement efforts include outreach, subcontractor mentorship and development, and procurement processes designed to maximize small/diverse company participation. As a company, we

are committed to supporting diverse, historically underutilized, and disadvantaged business enterprises.

In addition, we support community-based organizations

that provide education, training and assistance to diverse individuals and businesses.

Outreach/Engagement

PCL understands the importance of providing access to

opportunities through outreach to small and diverse businesses. Our outreach efforts include:

- Frequent communications via multiple channels to provide businesses with information on outreach activities and subcontracting opportunities

- Large- and small-scale outreach events to build relationships with local small/diverse businesses and provide guidance on PCL prequalification and

solicitation
processes

- Vendor Database - Small and diverse businesses are encouraged to register in our Supplier Database to alert

us of their interest in pursuing business/opportunities with PCL and provide basic information that assists us in

soliciting bids.

- Membership/participation in local small and diverse business organizations

- Subcontractor mentorship and development: We are committed to the success of our small/diverse business

partners and seek opportunities to provide mentoring and guidance on industry best practices in safety, quality, and project execution.

Procurement processes to maximize small/diverse company participation:

- Packaging break-down to identify opportunities that match capabilities within the community

- Maintaining a directory of resources to serve as a reference point for firms seeking assistance and support services

- Facilitating relationships and opportunities between subcontractors and for small businesses through networking and referrals

- Pre-bid screening to identify insurance, liability claims,

safety histories, and financial issues that have the potential of impacting bid participation and performance

In addition to our external engagement efforts, we employ a number of streamlined processes designed to ensure small business success, including:

- Subcontractor Default Insurance

- Electronic payment system for expedited payments

- Periodic check-ins with small/diverse business partners

to ensure early identification and resolution of issues that

may arise

Annual budget expenditures for procurement and supplier diversity and inclusiveness are based on project and pursuit load, but average approximately \$25,000 per year. Supplier diversity budgets are allocated based on anticipated expenditures for large and small scale outreach events, diverse business organization membership dues, and other engagement activities (such as sponsored workshops).

| | |
|---|---|
| 7. Do you have a diversity and inclusiveness committee? | Yes |
| 7.1 If Yes, how often does it meet? | Monthly |
| 8. Do you have a budget for diversity and inclusiveness efforts? | Yes |
| 9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans? | Yes |
| I attest that the information represented herein is true, correct and complete, to the best of my knowledge. | Check Here if the Above Statement is True. |
| Name of Person Completing Form | Michelle Curry |
| Today's Date | 09-29-2021 |
| Last Update | 2021-09-29 16:45:02 |
| Start Time | 2021-09-29 09:02:46 |
| Finish Time | 2021-09-29 16:45:02 |
| IP | 4.14.118.195 |
| Browser | IE |
| Device | Desktop |
| Referrer | https://fs7.formsite.com/CCDenver/form161/index.html |



CONSTRUCTION

TOGETHER WE BUILD SUCCESS



DEN PHYSICAL ACCESS CONTROL SYSTEM PHASE II

RFP NO. 201952747

EXHIBIT B - CONFIDENTIAL

OCTOBER 11, 2021

TOGETHER WE BUILD SUCCESS

EXHIBIT NAME CLARIFICATION

The document attached is the requested financial form - Core Staff Labor Rates. Throughout the RFP this form is referred to as "Exhibit B" and "Exhibit E."



EXHIBIT B

| | |
|-----------------------------|--|
| Prime Consultant | PCL Construction Services, Inc. |
| DEN Contract Number | 201952747 |
| DEN Contract Name | Physical Accesss Control System - Phase II |
| Project Name | Physical Accesss Control System - Phase II |
| Project Number | 201952747 |
| MWBE / SBE Contractual Goal | 15% |

Prime Consultant and Sub-Consultants Listings

| | Company Name | Prime / Sub-contractor | MWBE / SBE Goal % |
|----|---------------------------------|------------------------|-------------------|
| 1 | PCL Construction Services, Inc. | Prime | 0% |
| 2 | Birdi Systems, Inc. | Sub-Contractor | TBD |
| 3 | ServiTech, Inc. | Sub-Contractor | TBD |
| 4 | Select Building Group | Sub-Contractor | TBD |
| 5 | Zann & Associates | Sub-Contractor | TBD |
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EXHIBIT B

| | |
|-----------------------------|--|
| Prime Consultant | PCL Construction Services, Inc. |
| DEN Contract Number | 201952747 |
| DEN Contract Name | Physical Accesss Control System - Phase II |
| Project Name | Physical Accesss Control System - Phase II |
| Project Number | 201952747 |
| MWBE / SBE Contractual Goal | 15% |

Core Staff Rates

| | Company Name | Prime / Sub-Contractor | Name | Position | Fully Burdened Rate |
|----|---------------------------------|------------------------|----------------------|---|---------------------|
| 1 | PCL Construction Services, Inc. | Prime | Scott Pandy | Resident Construction Manager 2 | \$ 180.00 |
| 2 | PCL Construction Services, Inc. | Prime | Ankit Sanghvi | Cost Manager III | \$ 162.00 |
| 3 | PCL Construction Services, Inc. | Prime | Nick Westermeyer | Cost Manager II | \$ 123.00 |
| 4 | PCL Construction Services, Inc. | Prime | Melissa Peter | Estimator II Architectural | \$ 90.00 |
| 5 | PCL Construction Services, Inc. | Prime | Craig Widynowski | Project Controls Manager II | \$ 134.00 |
| 6 | PCL Construction Services, Inc. | Prime | Stewart Hawronsky | Project Controls Engineer II | \$ 102.00 |
| 7 | PCL Construction Services, Inc. | Prime | Ryan McQuarrie | Project Controls Engineer II | \$ 102.00 |
| 8 | PCL Construction Services, Inc. | Prime | Cameron Fox | Scheduler III | \$ 131.00 |
| 9 | PCL Construction Services, Inc. | Prime | Billy Bastian | HSE Supervisor | \$ 144.00 |
| 10 | PCL Construction Services, Inc. | Prime | Tracy McFadden | Project Accountant | \$ 95.00 |
| 11 | Birdi Systems, Inc. | Sub-Contractor | Moninder Birdi | Principal, Quality Assurance | \$ 240.00 |
| 12 | Birdi Systems, Inc. | Sub-Contractor | Garry Wood | Technology Director | \$ 199.00 |
| 13 | Birdi Systems, Inc. | Sub-Contractor | Robert Goebel | Estimator III - Security Systems | \$ 167.00 |
| 14 | Birdi Systems, Inc. | Sub-Contractor | Travis Johnson | Estimator II - Security Systems | \$ 77.00 |
| 15 | Birdi Systems, Inc. | Sub-Contractor | Vitaly Tembel | Lead, PACS Design Engineer | \$ 173.00 |
| 16 | Birdi Systems, Inc. | Sub-Contractor | Slava Khusid | PACS Systems Integration Engineer | \$ 226.00 |
| 17 | Birdi Systems, Inc. | Sub-Contractor | Sarmad Alalwan | Sr. Network Engineer | \$ 191.00 |
| 18 | Birdi Systems, Inc. | Sub-Contractor | Bill Neuner | Sr. Systems Infrastructure Engineer | \$ 162.00 |
| 19 | Birdi Systems, Inc. | Sub-Contractor | Jose Rodriquez | CADD, BIM, Revit Technician | \$ 85.00 |
| 20 | Birdi Systems, Inc. | Sub-Contractor | Anmol Nagpal | Lead, PACS Software Technology Engineer | \$ 173.00 |
| 21 | Birdi Systems, Inc. | Sub-Contractor | Ivan Khong | Sr. PACS Interface Engineer | \$ 151.00 |
| 22 | Birdi Systems, Inc. | Sub-Contractor | Akash Parekh | PACS Database Engineer | \$ 75.00 |
| 23 | Birdi Systems, Inc. | Sub-Contractor | Luan Parekh | PACS Software Application Engineer | \$ 75.00 |
| 24 | Birdi Systems, Inc. | Sub-Contractor | LaPonda Fitchpatrick | Security & Law Enforcement Liaison | \$ 199.00 |
| 25 | Birdi Systems, Inc. | Sub-Contractor | Dexter Tran | Sr. Field PACS Technician | \$ 120.00 |
| 26 | Birdi Systems, Inc. | Sub-Contractor | Dave Garcia | Field Systems Engineer | \$ 80.00 |
| 27 | Birdi Systems, Inc. | Sub-Contractor | Farris Hamza | Systems Engineer II | \$ 97.00 |
| 28 | ServiTech, Inc. | Sub-Contractor | John Spencer | Engineer VIII | \$ 110.00 |
| 29 | ServiTech, Inc. | Sub-Contractor | Robert Kimber | Party Chief | \$ 95.00 |
| 30 | ServiTech, Inc. | Sub-Contractor | Wayne Calderone | Engineer Technican IV | \$ 95.00 |
| 31 | ServiTech, Inc. | Sub-Contractor | Nic Sears | Engineer Technican II | \$ 77.00 |
| 32 | ServiTech, Inc. | Sub-Contractor | Ryan Hager | Engineer Technican II | \$ 77.00 |
| 33 | Select Building Group | Sub-Contractor | Seth Hafersat | Quality-Control Engineer | \$ 126.00 |
| 34 | Select Building Group | Sub-Contractor | Nick Cox | Field Superintendent | \$ 150.00 |
| 35 | Zann & Associates | Sub-Contractor | Suzanne Arkle | MWBE Consultant | \$ 195.00 |

EXHIBIT F

EDI PLAN



DEN PHYSICAL ACCESS CONTROL SYSTEM PHASE II

Contract #:201952747

PCL Construction

MWBE Utilization Plan

1. Identify key personnel (name, title, email, and phone number) and their duties as it relates to the execution of the components of the Utilization Plan:

The PCL Team is comprised of a highly experienced bench of personnel to serve the needs of this work while upholding our commitment to our diverse business partners on your Physical Access project.

PCL is committed to meeting in full the **15% MWBE participation goal** for this phase. The onsite Sr. Project Manager has ultimate responsibility for maintaining participation levels through the duration of the project.

Key Personnel Duties

As Resident Construction Manager, Scott Pandy will oversee all Phase II project coordination efforts, provide overall team coordination and communications, and provide administrative and technical direction to ensure that the project is built in adherence to all design, budget, and schedule specifications. His primary duties consist of long-range planning and scheduling of construction resources, subcontractor materials and manpower requirements so that field operations can successfully move forward. Reporting directly to Scott will be Piotr Niemkiewicz, Sr. Project Manager. The Controller and Project Accountant Tracy McFadden will have oversight of accounts payable and receivable, billing, and compliance with the budget requirements of this project.

Together, Scott Pandy and the superintendent are responsible for ensuring that jobsite safety, compliance and subcontractor operations work hand-in-hand.

Suzanne Arkle and Piotr Niemkiewicz will partner as the B2G Administrators, ensuring the timely preparation, submittal and maintenance of all documentation required by

| KEY PERSONNEL | |
|---------------------------------|--|
| B2GNOW USER | |
| Suzanne Arkle | suzanne@zanninc.com 720.324.8580 |
| Piotr Niemkiewicz | PNiemkiewicz@pcl.com 970.214.1291 |
| PROJECT MANAGER | |
| Scott Pandy | spandy@pcl.com 970.301.6619 |
| SUPERINTENDENT | |
| TBD | 303.365.6500 |
| CONTROLLER / PROJECT ACCOUNTANT | |
| Tracy McFadden | TMcFadden@pcl.com 303.365.6579 |
| OUTREACH/COMMUNITY ENGAGEMENT | |
| Suzanne Arkle | suzanne@zanninc.com 720.324.8580 |

the Division of Small Business Opportunity (DSBO). They will gather all monthly reports and DSBO forms from all trade partners and suppliers, to include MWBEs. Suzanne Arkle will fulfill the duties of the Outreach & Community Engagement Coordinator.

2. Provide creative strategies to incorporate new MWBE partners inclusive of but not limited to provide an ongoing list of certified firms that provide capability statements and which of those certified firms were contacted regarding solicitations related to this project.

PCL values community partnerships and will ensure MWBE firms are made aware of and are prepared to bid on project opportunities related to this project. We have identified and will continue to creatively identify applicable MWBE firms by collaborating with community stakeholders such as, but not limited to:

- ✓ Hispanic Contractors of Colorado
- ✓ Colorado Black Chamber of Commerce/ Black Construction Group

- ✓ Colorado Women's Chamber of Commerce
- ✓ Mountain Plains Supplier Development Council
- ✓ Associated General Contractors of Colorado
- ✓ CEI and DSBO Sponsored Events

Efforts and collaborations with these stakeholders may include project updates, upcoming opportunities, and presentations at monthly meetings. We know that timely information is critical to successful MWBE engagement and will develop a procurement schedule and contracting opportunities that will be updated regularly. PCL regularly hosts large group, small group, virtual (as needed) and one on- one meetings regarding opportunities.

PCL has an extensive database consisting of over 200 certified firms that can provide capability statements for your Physical Access project. We have presently communicated with the below firms regarding solicitations to this project:

- ✓ ServiTech, Inc.
- ✓ Select Building Group
- ✓ Technology Plus, Inc.

3. Provide details of small business initiatives, technical assistance, and support services, such as, bonding assistance, mentoring programs, joint ventures, etc. that may be utilized on the Project.

Bonding Assistance

PCL will work with subcontractors throughout the project to provide access to bonding and referral to agencies, such as the USDOT's Bonding Education Program to increase their bonding capacity. PCL offers a subcontractor default insurance (SDI) program that subcontractors can enroll in, in lieu of providing a payment and performance bond. This SDI program provides peace of mind for CCD and the subcontractor. We will identify and enlist the assistance of insurance

and bonding resources to educate and assist small firms with bonding and insurance requirements.

Support Services

PCL is acutely aware of the many barriers to participation on large projects commonly faced by the MWBE business community.

Our Supportive Services are outcome focused, primed to examine challenges, eliminate barriers to participation, and facilitate access to relevant resources. Our Team understands both best practices and innovations in financial guidance and prompt pay. The Team also understands the importance of providing recommendations and referrals for relevant supportive services throughout the lifecycle of your Physical Access Control System Phase II project.

Furthermore, to ensure the appropriate onboarding of MWBEs, we will have subconsultant Orientations, which will include, but not limited to the following topics:

- ✓ How to Invoice to get Paid
- ✓ Monthly Progress Payments (Invoicing)
- ✓ Payment Affidavit Reporting
- ✓ B2G Reporting

New subcontractor orientation sessions will be held individually with each MWBE subcontractor. They are mandatory and will be held once at the beginning of the onsite or billable work. Certification referrals and financial management guidance will be identified through collaboration with small business technical assistance organizations. Additionally, we will institute proven approaches that contribute to each MWBE's ability to perform and require all subcontractors to do the same. We will also collaborate with existing resource partners to provide workshops designed to enhance MWBEs'

execution skills, operation management skills, technical expertise, and industry knowledge.

Workshops will be sponsored, co-sponsored, and aligned with other entities within the community. Possible collaboration partners include

- ✓ Hispanic Contractors of Colorado
- ✓ Colorado Black Chamber of Commerce/Black Construction Group
- ✓ Colorado Women's Chamber of Commerce
- ✓ Mountain Plains Supplier Development Council
- ✓ Associated General Contractors of Colorado
- ✓ DEEC and DSBO Sponsored Events
- ✓ US SBA
- ✓ Small Business Resource Center
- ✓ Colorado Small Business Development Center

Mentoring Program

PCL has been selected to participate in the CCD's DSBO Mentor Protégé Program for DOTI. Although our Team is committed to growing our local partners and has always implemented a mentoring partnership, the Mentor Protégé Program allows us the opportunity to work closely with the city to build and foster our relationships with MWBEs. During your project, where applicable, PCL will target a specific scope for mentoring and opportunities. DSBO will be informed of all mentoring relationships. Our objective is to design mentoring tactics to:

- ✓ Build relationships with MWBEs to facilitate future opportunities as a prime.
- ✓ Build/improve financial management operations management, and future business development plans.
- ✓ Develop and/or co-facilitate required training for onsite supervisors and project managers to prepare them to

address and mitigate relevant issues that come with managing diverse project teams

Where feasible, the MWBE subcontractor will have a Subcontract Monitor (Technical Lead) assigned to them. This Monitor will ensure the MWBEs have prepared a plan to assure success. The MWBE will report to the monitor prior to beginning work all the information they will need to excel in the following areas:

- ✓ Safety/Training
- ✓ Quality Control
- ✓ Compliance
- ✓ Work Procedures/Submittal
- ✓ Approvals
- ✓ Work Plan

Pricing Review

Monthly meetings with the MWBE team and DSBO will be held to monitor compliance to ensure mentoring objectives are documented and achieved.

4. Define how MWBE participation will be solicited, the subcontracting process, program and incorporated into the Proposer's overall procurement process and retain documentation of such solicitation efforts such as distribution lists for invitation to bids, list of bidders, and awardees; how bid selections are made and keeping a record of each.

To ensure we are consistently reaching out to MWBE certified firms, we will use SmartBid for bid document management and virtual outreach to disseminate the following information:

- ✓ Upcoming Opportunities
- ✓ Bid Solicitations
- ✓ Notice of Interest
- ✓ Invitations to events
- ✓ Outreach
- ✓ Pre-Bid
- ✓ Vendor/Subcontractor Registration

- ✓ Project Information/Updates
- ✓ Calendar of Events

To provide a fair and equitable procurement process, we will distribute solicitations through SmartBid to trade associations, MWBE organizations, and other sources where our Team regularly advertises. Our Team utilizes the SmartBid bid document management system to solicit and track subcontractor involvement in the solicitation process as well as phone calls to each subcontractor. This tool is used for all subcontractors/subconsultants interested in bidding. The SmartBid process is outlined below:

- ✓ Interested subs complete a project Registration Form which then is uploaded into SmartBid.
- ✓ SmartBid will send an email to the MWBE notifying the subcontractor that their account is active.
- ✓ MWBEs will now receive all solicitations that are applicable to their NAICS codes following activation.
- ✓ To ensure solicitations are not overlooked, we continuously request firms to update their NAICS codes to include their most up- to-date information on their respective capabilities and applicable NAICS codes.

Solicitation Outline

We will incorporate the following strategies to maximize MWBE participation:

Project Scope Definition: We will review each bid package/scope of work to determine potential MWBE Participation.

Right-Size/Unbundle Bid Packages: To increased MWBE 's ability to competitively bid, we will break down bid packages into more economically feasible components. We will also encourage non-MWBE firms to achieve their MWBE Compliance Plan

commitment by utilizing MWBEs in lower tiers.

Phasing and Packaging of Work: To remain cost conscience of the subcontractor market conditions, our intent is to align bid packages that benefit MWBE participation, yet do not impact the necessary phasing of the improvements. We will identify opportunities to package work that keeps trade partners ahead of the work schedule through scopes or known deficits in certain trade skills.

5. Our Compliance Plan is not intended to dictate phasing sequences that may affect packaging decision, but to remain fluid to respond accordingly, with general phasing/scope/area considerations. Outline the debriefing process; how unsuccessful bidders are notified; and documentation of reasoning is retained.

Following bid awards, MWBEs will have the opportunity to receive a debrief regarding their bid submittal. Constructive feedback will be provided upon request by phone or in-person. The final decision to award or not to award will be made by the Sr. Project Manager in conjunction with the Cost Manger and Construction Manager. Debrief meetings for unsuccessful firms will be attended by the PCL team including the CM, Sr. PM, Project Superintendent. A tracking log will be maintained of all firms requesting and receiving a debrief.

6. Outline the communication process and involvement efforts of the MWBE subcontractors to ensure alignment of scheduling, safety requirements, owner direction, and performance expectations. Please include the mediation processes should performance issues or prompt payment disputes arise.

As a result of our commitment to MWBEs, we will establish and maintain proactive communication to maximize participation on the project by MWBE subconsultants, subcontractors, and suppliers. It is our philosophy that the success of the MWBE Program hinges on the development and implementation of a well-managed Compliance Plan and dedicated resources on a continual basis that creates an impactful program and results in a project delivered safely, on-time and on budget. Our Team's MWBE Program efforts and communication will be developed and executed by the Team, including Resident Construction Manager, Scott Pandey and MWBE Coordinator, Suzanne Arkle. Together, they will bring their talents, experience, and lessons learned on other projects, resulting in efficient and effective program execution. Their focus will be on providing each subcontractor with proper training and guidance ensuring the Team is on the same page for deliverables, safety requirements and performance expectations.

Prompt Payment

Our Team will work with MWBEs to make sure they understand the payment process and are compliant with the requirements to facilitate prompt payments or minimize payment delays to enable participating MWBEs to maintain the cash flow necessary for uninterrupted operations. We will also monitor/track payments made to MWBE subcontractors to ensure the receipt of all required documentation to ensure timely payment. This will include the review and comparison of contract payments to committed contract values. Discrepancies will be investigated, reconciled, and reported, as required. We have used the following tactics and will apply where appropriate:

Streamline Process: We will develop and implement a streamline process to expedite monthly progress payments to the greatest extent possible.

Mobilization: We will include mobilization payment line items for MWBEs on the

Project Schedule of Values to cover start-up costs and time the actual payments to coincide with the start of their work.

Joint Checks: Can be used for payment of purchasing materials or supplies with request from the sub and approval from DSBO Compliance.

Payment Disputes: If payment is contested or other disputes arise, DSBO will be informed as detailed below.

Our Team will resolve disputes by utilizing the following methods:

- ✓ Information will be gathered from the MWBE to determine the extent of the issues.
- ✓ A meeting will be held with the appropriate discipline lead and project team to review the facts presented by the MWBE.
- ✓ An evaluation by the discipline lead and the inclusion team of both perspectives will be conducted to determine the nature of the dispute.
- ✓ Once the course of action is identified, the results will be communicated to the MWBE in a timely manner.
- ✓ In the event the results are found to be unacceptable by the MWBE, a group meeting will be scheduled with all relevant parties to establish an understanding or arrive at acceptable terms.

Tracy McFadden at PCL is responsible for all pay applications and payments to subcontractors. She will ensure prompt payment obligations are met.

In the event payment or other disputes by MWBE, PCL's internal Supplier Diversity Program Manager, Diedra Espinoza will be notified by the onsite team so that the matter can receive immediate attention and proper resolution. The Supplier Diversity Program Manager will be responsible for notifying DSBO of the status as well as the intended resolution.

7. Examples of projects we have been successful in promoting the participation of small, minority and women-owned businesses.

PCL is participating in the CCD Mentor Protege program for DOTI. We are teamed up with Select Building Group a MWBE firm. The table below highlights previous projects our team has exceeded MWBE requirements on.

| DENVER AREA PROJECT MWBE AND DBE PARTICIPATION | | |
|--|------|-------------|
| PROJECT | GOAL | ACHIEVED |
| 16th Street Mall | 17% | In Progress |
| Commuter Rail Maintenance Facility | 20% | 20.3% |
| RTD SERE Parking Garage | 24% | 30.7% |
| DEN Fire Station | 25% | 44.1% |
| DEN Stair Pressure Project | 25% | 48.0% |
| Paco Sanchez Park | 21% | 22.7% |

| NATIONAL PROJECT MWBE AND DBE PARTICIPATION | | |
|---|------|----------|
| PROJECT | GOAL | ACHIEVED |
| MCO BP-462 Taxiways, Orlando, FL | 18% | 51.7% |
| UCLA Terasaki Life Sciences, Los, Angeles, CA | 0% | 31% |
| 2nd MAW Command Ops, Cherry Pt., NC | 35% | 39% |
| GEICO Garage, Orlando, FL | 24% | 35% |
| CSU Student Housing, Ph. III, Fullerton, CA | 0% | 39% |
| SeaTac Central Terminal, Seattle, WA | 3% | 9.8% |
| Boeing Access Road, Seattle/Tukwila, WA | 10% | 16.15% |



**DENVER ELECTRICAL
FIRE STATION 35 LANDSCAPE PROJECT**

Protégé Firm: Denver Electrical

PCL partnered with Denver Electrical, a WBE electrical subcontractor on the Fire Station 35 Landscape Task Order Project. This was the first project Denver Electrical has worked on for the client. To ensure success, PCL met with Denver Electrical early to review and educate them on the client’s requirements and processes. Upon start up and during the course of the project, PCL worked alongside Denver Electrical from administrative items through executing the work.



**HEARTLAND/MASS EXCAVATION
MISSILE DRIVE BRIDGE**

Protégé Firm: Heartland/Mass Joint Venture LLC

The Missile Drive Bridge project consisted of the demolition of the old Missile Drive Bridge at Warren Air Force Base in Cheyenne, constructing a precast segmental bridge in its place. The new bridge was built to handle heavier loads and 100-year floods.

PCL mentored the Heartland/Mass Joint Venture under the US Army Corps of Engineers (USACE) as a super-sub under their 8(a) procurement process. This was Heartland/Mass’ first bridge project.



AYUDA MANAGEMENT CORP.

USACE BUCKLEY COLD STORAGE, USACE BUCKLEY MISSISSIPPI GATE EXPANSION, & USACE FORT CARSON SOF RENOVATION

Protégé Firm: Ayuda Management Corporation

PCL mentored Ayuda on three projects for the US Army Corps of Engineers as a super-sub under their 8(a) procurement process. The projects ranged from \$500k to \$3.8M and included a tenant finish, civil infrastructure, and vertical building construction. The intent of the USACE 8(a) super-sub program, is to award disadvantaged businesses as the prime general contractor on projects typically larger than their standard. USACE takes the large business contractor resume (PCL) into account when awarding the contract. Working together on these projects created tremendous learning opportunities for both entities as we shared knowledge on client management, accounting best practices, field oversight, and constructability techniques. PCL is currently working with Ayuda on additional projects in Colorado.



GILMORE CONSTRUCTION

COMMUTER RAIL MAINTENANCE FACILITY

Protégé Firm: Gilmore Construction

This project was a Design-Build project of a 230,000 SF train vehicle maintenance facility built as part of the Eagle P3 program and included the installation of a commuter rail system through Denver. The building consisted of four levels of office and workshop areas (one below grade), a 35 ft tall maintenance bay and a stand-alone vehicle wash facility. The project included all equipment necessary to maintain the commuter rail vehicles and achieved a LEED Gold certification.

Following the award, PCL sought opportunities to enhance our support of the MWBE community above just subcontracting opportunities. To this end, PCL partnered with Gilmore Construction, contracting them for a full Design-Build scope for the standalone Train Wash Facility as a mini-prime. Gilmore managed the design, subcontracted all scopes of work, and provided field supervision. This opportunity afforded Gilmore full ownership of a project with support provided at each stage from design through commissioning.



BLUELINE BUILDING SERVICES

USACE FORT CARSON BCT-H SITEWORK, BRAC 710TH BUILDING, FORT CARSON BATTALION HQ

Protégé Firm: Blueline Building Services

PCL partnered with Blueline Building Services under the US Army Corps of Engineer's program. After many years of working on USACE project with Blueline Building Services as a subcontractor, we decided to create a joint venture to pursue opportunities as a team. As JV partners, PCL and Blueline work closely on all levels of effort from fee strategy, marketing, staff planning, contract negotiation, and construction services. |

This agreement has been executed by the signatories listed below. In addition to all applicable provisions of the MWBE Ordinance and any corresponding Rules and Regulations, PCL Construction Services, Inc. shall comply with the requirements of this Approved Plan. Updates to this plan will be performed annually by PCL Construction Services, Inc. and approved by DSBO, beginning in April of 2023 or at the request of DSBO.



PCL Representative

Brittany Croen 5/10/2022

Compliance Supervisor, DSBO
(delegated authority from DSBO
Director)

EXHIBIT G

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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