

## CONTRACT FOR ON-CALL CONSTRUCTION

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

### WITNESSETH

**WHEREAS**, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation of the work described in Request for Proposal No. PLANE-202262810, On-Call Airfield Construction Services Project at Denver International Airport (“**DEN**”); and

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

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

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

### CONTRACT DOCUMENTS

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

- Contract
- Task Order(s)
- Building Information Modeling (“**BIM**”) if applicable
- Change Directives
- Change Orders
- Appendix 1 Federal Appendices
- Exhibit A Scope of Work
- Exhibit B Equal Employment Opportunity Provisions
- Exhibit C Insurance Requirements
- Exhibit D Prevailing Wage Schedules
- Exhibit E Special Conditions

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

In the event of an irreconcilable conflict between a provision of Sections 1 through 31 of this Contract document and any other provisions of the Contract Documents such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict is as follows, in descending order:

1. Appendix 1 Federal Appendices
2. Contract
3. Task Orders
4. Change Directives
5. Change Orders
6. Exhibit A Scope of Work
7. Exhibit J Task Proposals and Execution Process
8. Exhibit B Equal Employment Opportunity Provisions
9. Exhibit E Special Conditions
10. Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of Contents attached as Exhibit F)
11. Exhibit C Insurance Requirements
12. Exhibit D Prevailing Wage Schedules
13. Exhibit I Schedule of Rates and Markups
14. Exhibit K EDI Plan
15. Exhibit H Request for Proposals and Contractor’s Response to Request for Proposal and Forms
16. Exhibit G Payment and Performance Bonds
17. Building Information Modeling (“**BIM**”) if applicable

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

**1. SCOPE OF WORK:**

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

**B. Task Orders.** The Project Manager will issue task orders for work to be completed

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

## 2. TERM OF CONTRACT:

**A.** The Term of this Contract shall commence on the Effective Date and shall expire three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). If, at the Expiration Date, there remains any outstanding Work to be completed under a validly issued Task Order, the Senior Vice President of Airport Infrastructure Management, in his or her sole discretion, may direct the Contractor to complete the Work in accordance with the terms and conditions of the Task Order and this Contract.

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

## 3. TERMS OF PAYMENT:

**A.** The City agrees to pay Contractor for the performance and completion of all of the Work required by the Scope of Work, each authorized Task Order and the Contract Documents, and Contractor and the City shall not be liable under the terms of this Contract for an amount in excess of a total amount of **Three Million Dollars and Zero Cents (\$3,000,000.00)** (the “**Maximum Contract Amount**”). The Contractor acknowledges that this Contract is an On-Call Contract and there is no obligation for the City to issue any Task Orders under this Contract.

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

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

Statistics.

**4. VERIFIED STATEMENT OF CLAIMS:**

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

**5. DISPUTES:**

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

**6. DEFENSE AND INDEMNIFICATION:**

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

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

**C.** Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney’s fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate specified in Section 5. Such payments on behalf of the City shall be in addition to any other legal remedies available to City and shall not be considered the City’s exclusive remedy.

**D.** Insurance coverage requirements specified in this Contract shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor

shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection in the performance of this Contract.

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

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

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

**8. LIQUIDATED DAMAGES:**

If Contractor fails to achieve Substantial Completion of the Work pursuant to each Task Order within the Contract Time or fails to substantially complete the Work described in the Scope of Work or any Task Order within the time set forth in the Special Conditions or the applicable Task Order, the City will suffer substantial damages, which damages would be difficult to accurately determine. The Parties hereto have considered the possible elements of damages and have agreed that the amount of liquidated damages for Contractor's failure to substantially complete the work pursuant to each Task Order within the Contract Time shall be specified in the Task Order. If Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on its Performance Bond and Payment Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and Special Conditions.

**9. INSURANCE REQUIREMENTS:**

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

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

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

sufficient amounts, duration, or types.

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

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

**10. CONTRACT BINDING:**

It is agreed that this Contract shall be binding on and inure to the benefit of the Parties hereto, their heirs, executors, administrators, assigns, and successors.

**11. SEVERABILITY:**

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

**12. ASSIGNMENT:**

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

**13. APPROPRIATIONS:**

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

**14. APPROVALS:**

In the event this Contract calls for the payment by the City of Five Million Dollars and no cents (\$5,000,000.00) or more, approval by the Denver City Council, acting by Resolution in

accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and performance of this Contract.

**15. JOINT VENTURE:**

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

**16. NO DISCRIMINATION IN EMPLOYMENT:**

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

**17. COORDINATION OF SERVICES:**

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

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

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

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

**19. PREVAILING WAGE REQUIREMENTS:**

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

was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the Contract were encumbered.

Date bid or proposal issuance was advertised: June 8, 2022.

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

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

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

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

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

**20. NON-EXCLUSIVE RIGHTS:**

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

**21. CITY PROMPT PAYMENT:**

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

**B.** Final Payment to the Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the

City, and the Contract is otherwise fully performed by the Contractor. In addition to retention, the City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director.

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

## **22. OWNERSHIP AND DELIVERABLES:**

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

## **23. COLORADO OPEN RECORDS ACT:**

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

**B.** In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material

to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

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

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

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

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

#### **25. MINIMUM WAGE REQUIREMENTS:**

To the extent required by law, Contractor shall comply with and agrees to be bound by all

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

## **26. COMPLIANCE WITH 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 Contract by the Division of Small Business Opportunity ("**DSBO**") is 16%.

**B.** 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 change order, contract amendment, force account, or other modification under § 28-70, D.R.M.C. The Contractor acknowledges that:

(i) Contractor shall comply the Equity, Diversity and Inclusion Plan attached as *Exhibit K* ("**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.

(ii) If directed by DSBO, the Contractor is required to develop and comply with a separate Utilization Plan in accordance with D.R.M.C. § 28-62. Along with the Utilization Plan requirements, the 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.

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

(iv) 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.

(v) 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. The Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. The Contractor must also satisfy the requirements under D.R.M.C. §§ 28-60 and 28-73 with regard to changes in scope or participation. The Contractor shall supply to the DSBO Director all required documentation described in D.R.M.C. §§ 28-60, 28-70, and 28-73 with respect to the modified dollar value or work under the Contract.

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

(vii) Failure to comply with these provisions may subject the Contractor to sanctions set forth in D.R.M.C. § 28-76 of the MWBE Ordinance.

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

**27. SENSITIVE SECURITY INFORMATION:**

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

**28. DEN SECURITY:**

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

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

**29. FEDERAL RIGHTS:**

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

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

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

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

(iv) Contractor covenants it will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Federal Acts, Regulations and directives issued pursuant thereto. Contractor covenants it will take action with respect to any subcontract or procurement as the City or

the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**30. CITY EXECUTION OF CONTRACT:**

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

**31. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

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

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PLANE-202262810-00  
**Contractor Name:** ANY VENDOR

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

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

PLANE-202262810-00  
ANY VENDOR

By: DocuSigned by:  
Grant Johns 11/17/2022 | 4:32 AM PST  
DE0C339A96D14DC...

Name: Grant Johns  
(please print)

Title: Vice President & District Manager  
(please print)

ATTEST: [if required]

By: DocuSigned by:  
Kevin McCormick  
CBB144F0B7CB480...

Name: Kevin McCormick  
(please print)

Title: Central Division Finance Manager  
(please print)

## **EXHIBIT A**

### **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**

Contractor shall provide on-call airfield construction services pursuant to the terms and conditions of this Agreement and related Task Orders. Each Task Order related to this Project shall contain a scope of work that will dictate the specific airfield construction services to be provided at that time. Contractor shall perform airfield repair work, primarily related to the airfield infrastructure per Federal Aviation Administration (FAA) criteria. The Scope of Work for this Project includes, but is not limited to:

1. repairs to, or replacement of any infrastructure (excluding buildings) within or pertaining to, primarily the airfield, but does not preclude landside task orders; and
2. demolition, earthwork and turf, concrete and asphalt paving, special structures, manholes and retaining walls, fencing, drainage, erosion control and utilities, lighting and signage, pavement marking, spall and joint repair, joint and crack sawing, routing, and sealing, traffic control and haul route flagging/monitoring, and/or mobilization.

**EXHIBIT B**

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

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

APPROVED FOR LEGALITY:

APPROVED AND ADOPTED:

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

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

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

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

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

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

**RULE I**  
**DEFINITIONS**

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

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

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

**RULE III**  
**HEARING**

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

**REGULATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

All amendments to the appendices shall be included by reference.

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

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

**1. APPENDIX E:**

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

**2. APPENDIX F:**

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

## APPENDIX A

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

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

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

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

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

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

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

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

**NOTICE**

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

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

EULOIS CLECKLEY  
Manager of Public Works  
City and County of Denver

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

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

**1. GOALS AND TIMETABLES:**

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

**GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE**

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

**GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE**

From January 1, 1982  
to 6.9%  
Until Further Notice

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

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

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

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

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

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

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

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

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

3. **NON-DISCRIMINATION:**

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

4. **COMPLIANCE AND ENFORCEMENT:**

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

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

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

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

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

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

B. **Obligations Applicable to Contractors:**

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

C. **General Requirements**

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

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

## EXHIBIT C

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

#### **1. General Information**

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

**NOTICE OF CHANGE TO ROCIP:** DEN reserves the right to terminate or modify the DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice in accordance with the terms and conditions of this Agreement.

##### **1.1 On-Call Contractors**

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

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

##### **1.2 ROCIP Manuals**

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

[DEN ROCIP4 Insurance Manual](#)

[DEN ROCIP4 Safety Manual](#)

[DEN ROCIP4 Claims Guide](#)

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

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

## 2.1 Certificate Holder

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

## 2.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

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

## 2.3 Coverage and Limits

### 2.3.1 Commercial General Liability

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

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

2.3.1.2 Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

### 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 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.

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

- 2.3.2.4 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 one or both of the following coverages are maintained as appropriate: (i) Personal Automobile Liability including a Business Use Endorsement by the vehicle owner and (ii) Non-Owned Auto Liability by the Contractor.
- 2.3.2.5 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.

### 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 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.

### 2.3.4 Professional Liability (Errors and Omissions) Insurance

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

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

### 2.3.5 Contractor's Pollution Legal Liability

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

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

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

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

### 2.3.6 Cyber Liability

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

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

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

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

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

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

### 2.3.8 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:

2.3.8.1 Express written permission must be granted by DEN.

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

2.3.8.3 Drone equipment must be properly registered with the FAA.

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

2.3.8.5 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.

2.3.9 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, 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.

2.6 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.

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 required coverage before the expiration date thereof.

2.7.1 Such notice shall reference the DEN assigned contract number related to this Agreement.

2.7.2 Said notice shall be sent thirty (30) days prior to such cancellation, non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.

2.7.3 If such written notice is unavailable from the insurer or afforded as outlined above, Contractor and/or it is 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.

2.7.4 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.

## 2.8 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.

## 2.9 Additional Provisions

- 2.9.1 Deductibles or any type of retention are the sole responsibility of the Contractor.
- 2.9.2 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.
- 2.9.3 Coverage required may not contain an exclusion related to operations on airport premises.
- 2.9.4 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.
- 2.9.5 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.
- 2.9.6 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 2.9.7 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 2.9.8 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.
- 2.9.9 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.
- 2.9.10 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.
- 2.9.11 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 the required coverage and premium amounts.
- 2.9.12 No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
- 2.9.13 Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of prior to each policy renewal.
- 2.9.14 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.

## 2.10 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.

### **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)	\$20,000,000
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)	\$20,000,000
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 \$200,000,000 per occurrence subject to various sublimits (as defined in the Builders' Risk Policy). Such insurance shall end when the first of the following occurs: 1) DEN's interest in the Work ceases; 2) the policy expires or is cancelled; or 3) the Work is accepted by DEN.

Builder's Risk Insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss of damage including , theft, vandalism, malicious mischief, terrorism, rigging and hoisting for materials and equipment that are part of the Project, collapse, earthquake, flood, windstorm, falsework, testing and startup (as provided by the policy), temporary buildings and debris removal including

demolition occasioned by enforcement of any applicable ordinance laws, and shall cover reasonable compensation for services and expenses required as a result of such insured loss.

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

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

### 3.8.2 Claim Chargeback

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

### 3.9 Other Insurance Provided By Enrolled Parties

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

#### 3.9.1 Certificate Holder

Certificate(s) shall be issued to:

CITY AND COUNTY OF DENVER  
Denver International Airport  
8500 Peña Boulevard, Suite 8810  
Denver CO 80249  
Attn: Risk Management

and

CITY AND COUNTY OF DENVER  
Department of Aviation  
c/o Marsh USA, Inc.  
111 SW Columbia, Ste 500  
Portland, OR 97201

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

### 3.9.3 Other Insurance Requirements

Enrolled Contractors shall adhere to the same minimum insurance requirements as stated in Section 2 of this exhibit, with the following exceptions:

- Commercial General Liability coverage requirement is Off Site Only
- Workers' Compensation and Employer's Liability coverage requirement is Off Site Only
- Contractor's Pollution Legal Liability is not required

## 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:

- Any person or organization that fabricates or manufactures products, materials or supplies away from a Project Site with no direct onsite installation responsibility

Exception: The ROCIP Insurer may agree to extend General Liability coverage only if the Lead Contractor has a written contract with the off-site fabricator or manufacturer to provide the pre-fabricated product. To consider extending coverage, the Insurer requires 30 days advance written notice to the ROCIP Administrator with details of the work/product and a copy of the contract between the Lead Contractor and the off-site fabricator or manufacturer. Approval must be obtained from the Insurer before enrolling in the ROCIP for General Liability coverage only.

- Hazardous materials remediation, removal, or transportation companies and their consultants
- Architects, engineers, surveyors and their consultants
- Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from a Project Site
- Contractors, subcontractors and subconsultants who do not work at a Project Site
- Employees of an Enrolled Party who either (i) do not work on-site or (ii) occasionally visit a Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason
- Day labor employees (individuals working directly for the Contractor and not procured through a third party)

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

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

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

Net Bid:	Contractor bids with insurance costs removed because of the obligation of any Enrolled Party to delete insurance costs for coverage provided by the ROCIP from its bid and all change orders. Net bids are subject to verification by the Administrator through the providing of contractors' rate and declaration pages from their insurance policies.
ROCIP Administrator:	The DEN ROCIP Administrator will be identified in the DEN ROCIP Insurance Manual.
ROCIP Insurance Manual:	A reference document provided to Contractor and subcontractors of all tiers, which summarizes the terms and provisions of the DEN ROCIP and provides information about requirements and compliance.
ROCIP Safety Manual:	A reference document provided to Contractor and subcontractors of all tiers which contains workplace safety requirements of all Enrolled Parties.
Off Site Work:	Work performed away from the Project Site.
Payroll:	For purposes of the ROCIP only, refers to Unburdened Straight Time Payroll per Workers Compensation Class Code.
Policy Owner:	City and County of Denver and Denver International Airport
Project:	The Project as defined in the contract documents and as described in the Declarations of the DEN ROCIP insurance policies.
Project Site:	<p>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.</p> <p><i>Items 1 through 4 above must be approved by the ROCIP Insurer and listed on the DEN ROCIP insurance policies.</i></p>
Subcontract:	The written agreement between Contractor and subcontractor, or between subcontractor and a lower tier subcontractor, describing the Work, subcontract terms and conditions, or a portion thereof.
Subcontractor:	Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor to perform Work at the Project Site and any of these subcontractor's lower-tier subcontractors.
Work:	Operations, as fully described in the Contract and Subcontract, performed at the Project Site.

**EXHIBIT D**  
**PREVAILING WAGE SCHEDULES**



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification and Compensation Analyst Staff  
**DATE:** February 28, 2022  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, February 25, 2022** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220002  
Superseded General Decision No. CO20210002  
Modification No. 3  
Publication Date: 02/25/2022  
(6 pages)

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

Attachments as listed above.

**\*Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 8 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](http://www.denvergov.org/humanresources)

"General Decision Number: CO20220002 02/25/2022

Superseded General Decision Number: CO20210002

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.  . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.  . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/28/2022
2	02/18/2022
3	02/25/2022

ASBE0028-001 07/01/2019

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

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BRCO0007-004 01/01/2021

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

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

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BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

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

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ELEC0012-004 09/01/2021

PUEBLO COUNTY

Rates	Fringes
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ELECTRICIAN

Electrical contract over		
\$1,000,000.....	\$ 29.80	13.00+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	13.00+3%

ELEC0068-001 06/01/2021

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

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

ELEC0111-001 09/01/2021

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

ELEC0113-002 06/01/2021

EL PASO COUNTY

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

ELEC0969-002 06/01/2019

MESA COUNTY

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

ENGI0009-001 05/01/2021

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 31.37	12.35
Blade: Rough.....	\$ 31.05	12.35
Bulldozer.....	\$ 31.05	12.35
Cranes: 50 tons and under..	\$ 31.70	12.35
Cranes: 51 to 90 tons.....	\$ 31.97	12.35

Cranes: 91 to 140 tons.....	\$ 33.05	12.35
Cranes: 141 tons and over...	\$ 35.17	12.35
Forklift.....	\$ 30.67	12.35
Mechanic.....	\$ 31.20	12.35
Oiler.....	\$ 30.29	12.35
Scraper: Single bowl under 40 cubic yards.....	\$ 31.20	12.35
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 31.37	12.35
Trackhoe.....	\$ 31.20	12.35

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IRON0024-003 12/01/2021

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

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LABO0086-001 05/01/2009

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

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PLUM0003-005 06/01/2020

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

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

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PLUM0058-002 07/01/2021

EL PASO COUNTY

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

-----  
PLUM0058-008 07/01/2021

PUEBLO COUNTY

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

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 PLUM0145-002 07/01/2016

MESA COUNTY

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

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 PLUM0208-004 01/01/2021

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

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

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 SHEE0009-002 07/01/2021

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

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 TEAM0455-002 07/01/2020

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

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 \* SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22 **	2.92
Flagger.....	\$ 8.91 **	3.80
Landscape.....	\$ 12.56 **	3.21

Painters:

Brush, Roller & Spray.....\$ 15.81	3.26
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Power equipment operators:

Backhoe.....\$ 16.36	2.48
Front End Loader.....\$ 17.24	3.23
Skid Loader.....\$ 15.37	4.41

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

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

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

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



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification and Compensation Analyst Staff  
**DATE:** February 28, 2022  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, February 25, 2022** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220009  
Superseded General Decision No. CO20210009  
Modification No. 1  
Publication Date: 02/25/2022  
(6 pages)

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

Attachments as listed above.

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

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

"General Decision Number: CO20220009 02/25/2022

Superseded General Decision Number: CO20210009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p> If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p> . Executive Order 14026 generally applies to the contract.  . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</p>
<p> If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p> . Executive Order 13658 generally applies to the contract.  . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</p>

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

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

CARP9901-008 11/01/2019

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

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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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ENGI0009-008 05/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and		

including 6 cu. yd.).....\$ 31.05	12.35
(3)-Loader (under 6 cu. yd.)	
Denver County.....\$ 31.05	12.35
(3)-Motor Grader (blade-rough)	
Douglas County.....\$ 31.05	12.35
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....\$ 31.70	12.35
(4)-Loader (over 6 cu. yd)	
Denver County.....\$ 31.20	12.35
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....\$ 31.37	12.35
(5)-Motor Grader (blade-finish)	
Douglas County.....\$ 31.37	12.35
(6)-Crane (91-140 tons).....\$ 33.05	12.35

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 \* SUCO2011-004 09/15/2011

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

Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26 **	3.16
Mason Tender-		
Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55 **	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)....	\$ 9.55 **	3.05
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers).....		
	\$ 12.43 **	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68

Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13 **	2.95

## TRAFFIC SIGNALIZATION:

## Groundsman

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

## TRUCK DRIVER

## Distributor

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

## Dump Truck

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

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

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

## Pickup and Pilot Car

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

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

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

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

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

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

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

**EXHIBIT E**  
**SPECIAL CONDITIONS**

**VI. SPECIAL CONDITIONS**

**SC-1 CONSTRUCTION CONTRACT GENERAL CONDITIONS**

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

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

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

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

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

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

Document  
Contract Drawings  
Change Orders and Change Order Directives  
Task Orders  
Specifications

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, 7<sup>th</sup> Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Project Manager, the City representative who has day to day administrative responsibility of this Contract, and who reports to the SVP-AIM. All notices, requests, pay applications (pursuant to G.C. 902), and other correspondence from the Contractor shall be sent to the assigned Project Manager unless otherwise provided in this Contract. The Project Manager for this Contract is: Terry Seifert, 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 eighty percent (80%) of the work may be subcontracted. If it is determined to be in the City’s best interest, this percentage may be modified throughout the course of the project by the SVP-AIM.

**SC-6 COOPERATION WITH OTHERS**

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

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

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

Work will be issued to the Contractor as Task Orders upon reaching a negotiated agreement between the Contractor and the City as to the cost of the work. Markups on labor, materials, equipment, and subcontractors will be applied to the negotiated costs, in accordance with the contract terms. All

contractor proposals for Task Order work or Task Order Change Orders will be in a format as outlined in the Task Order Notice. Proposal line items will include quantities and units of work as well as man-hours and material cost per unit. Work for which a negotiated cost agreement cannot be reached between the City and the Contractor may be, at the direction of the Assistant Manager, performed and compensated on a time and materials basis, with the associated markups applied. Any applicable Milestones will be established in each Task Order.

Since this is a contract for on-call services, the Contractor is not guaranteed nor entitled to the issuance of any Task Orders. Task Orders may be negotiated with this or another existing On Call Contractor or bid between existing On Call Contractors and/or other active airport contractors. Bids for such Task Orders should be submitted per the requirements provided by the City and may not necessarily require utilization of the rates and markups submitted in the initial On Call Construction contract. Changed work in competitively bid Task Orders will utilize the rates and markups submitted in the initial On Call Construction contract.

The Contractor shall (a) commence work under any issued Task Order within ten (10) calendar days after the date of the Notice to Proceed, (b) prosecute said work diligently, and (c) complete the entire work ready for use no later than the number of calendar days required in the Task Order. The time stated for completion shall include final cleanup of the premises or work site plus such extension or extensions of time as may be granted by the Manager in accordance with the provisions of these General Contract Conditions and Special Contract Conditions.

With respect to any work that is authorized by a Task Order issued prior to the contract completion date, but not completed by that date, the City shall have the option to terminate the contracted work in progress and pay only for that portion of the work satisfactorily completed within the period of performance specified herein or to provide for, in writing, a limited extension of the contract completion date to complete the remaining work. In the event the completion date for a particular Task Order is extended as provided for herein, it shall only allow for consideration of costs that were already agreed upon in a previously issued Task Order(s) and shall not include any modifications to the proposal unit prices or Task Order estimates except those required by Prevailing Wage law, or any additional compensation for extended overhead or impact costs. For each Task Order submitted to the Contractor for pricing, the Contractor agrees to review and price the Task Order within fourteen (14) consecutive calendar days of the date of such Task Order.

**SC-8 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 Five Thousand Dollars (\$5,000.00) 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:  
HSS Management  
(303) 342-4366

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

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

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

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

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

The work site is located inside the fenced area of the airfield at 8500 Pena Blvd, Denver CO 80249. The Contractor shall have access to the work site via Gate 7, 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 Section III-16 of the Instructions to Proposers. 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](mailto: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.

**END OF SPECIAL CONDITIONS**

**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**

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**EXHIBIT G**

**PAYMENT AND PERFORMANCE BONDS**

**Liberty Bond No. 015217175**

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Flatiron Constructors, Inc. [Bidder name], a corporation organized under the laws of the State of Delaware [Bidder state], hereinafter referred to as the "Contractor" and Liberty Mutual Insurance Company [Bond issuer], a corporation organized under the laws of the State of Massachusetts [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 One Hundred Thousand and 00/100 [Bid amount text] Dollars (\$ 100,000.00 ), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

**WHEREAS**, the above Contractor has, as of the date of execution listed on the contract signature page, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of **202262810, On-Call Airfield Construction Services**, 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 \_\_\_\_\_, 2022.

By: [Signature]  
Kevin McCormick  
DIVISION FINANCE MANAGER

Flatiron Constructors, Inc.  
CONTRACTOR

By: [Signature]  
President GRANT JOHNS  
VICE PRESIDENT



Liberty Mutual Insurance Company  
SURETY

By: [Signature]  
Attorney-in-Fact Lisa M. Scavetta

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

CITY AND COUNTY OF DENVER

By: [Signature]  
MAYOR

By: [Signature]  
Chief Executive Officer  
Denver International Airport

APPROVED AS TO FORM:

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

By: [Signature]  
Assistant City Attorney

**CORPORATE ACKNOWLEDGMENT**

Form 152

STATE OF NEW JERSEY  
COUNTY OF BERGEN

On this 26<sup>th</sup> day of September, 2022 before me personally came Lisa M. Scavetta to me known, who, being by me duly sworn, did depose and say that she/he resides in Bronxville, New York that she/he is the ATTORNEY IN FACT of the LIBERTY MUTUAL INSURANCE COMPANY the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)



**BIANCA L. MELI**

**NOTARY PUBLIC, STATE OF NEW JERSEY**

**MY COMMISSION EXPIRES**

**SEPTEMBER 30, 2024**



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2021

Assets		Liabilities	
Cash and Bank Deposits .....	\$2,234,770,744	Unearned Premiums .....	\$9,106,965,847
*Bonds — U.S Government .....	4,250,615,811	Reserve for Claims and Claims Expense .....	25,279,158,493
*Other Bonds .....	16,983,165,862	Funds Held Under Reinsurance Treaties .....	315,537,902
*Stocks .....	20,075,458,019	Reserve for Dividends to Policyholders .....	1,726,291
Real Estate .....	182,250,567	Additional Statutory Reserve .....	139,634,000
Agents' Balances or Uncollected Premiums .....	7,607,687,836	Reserve for Commissions, Taxes and	
Accrued Interest and Rents .....	120,173,987	Other Liabilities .....	8,638,106,801
Other Admitted Assets .....	14,076,622,575	<b>Total .....</b>	<b>\$43,481,129,334</b>
		Special Surplus Funds .....	\$178,192,363
<b>Total Admitted Assets .....</b>	<b><u>\$65,530,745,401</u></b>	Capital Stock .....	10,000,075
		Paid in Surplus .....	11,804,736,755
		Unassigned Surplus .....	10,056,686,874
		<b>Surplus to Policyholders .....</b>	<b>22,049,616,067</b>
		<b>Total Liabilities and Surplus .....</b>	<b><u>\$65,530,745,401</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8<sup>th</sup> day of March, 2022.

*TAMIKOLAJEWSKI*

Assistant Secretary



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208613-974450

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bianca L. Meli; Charo J. Rosemond; James Baldassare, Jr.; John F. Surano; Krista A. Burke; Lisa M. Scavetta; Maria L. Spadaccini; Michael Dugan; Nicholas F. Walsh; Sherryanne M. DePirro

all of the city of Saddle Brook state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of August, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of August, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_ day of \_\_\_, 2022.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**Liberty Bond No. 015217175**

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS,** that we, the undersigned Flatiron Constructors, Inc. [Proposer name], a corporation organized under the laws of the State of Delaware [Proposer state], hereinafter referred to as the "Contractor" and Liberty Mutual Insurance Company [Bonding company name], a corporation organized under the laws of the State of Massachusetts [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 One Hundred Thousand and 00/100 [Proposal amount text] Dollars (\$ 100,000.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the above Contractor has entered into a written contract with the City for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of Contract No. **202262810, On-Call Airfield Construction Services**, 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 \_\_\_\_\_, 2022.

By:   
Kevin McCormick  
DEVISIONS FINANCE MANAGER

Flatiron Constructors, Inc.  
CONTRACTOR

By:   
President GRANT JOHNS  
VICE PRESIDENT



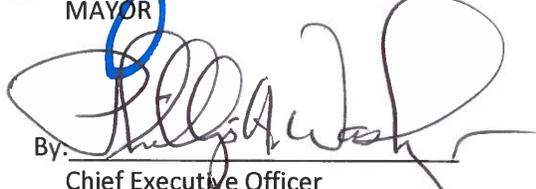
Liberty Mutual Insurance Company  
SURETY

By:   
Attorney-in-Fact Lisa M. Scavetta

(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

**CORPORATE ACKNOWLEDGMENT**

Form 152

STATE OF NEW JERSEY  
COUNTY OF BERGEN

On this 20<sup>th</sup> day of September, 2022 before me personally came Lisa M. Scavetta to me known, who, being by me duly sworn, did depose and say that she/he resides in Bronxville, New York that she/he is the ATTORNEY IN FACT of the LIBERTY MUTUAL INSURANCE COMPANY the corporation described in and which executed the above instrument that she/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

(SEAL)



**BIANCA L. MELI**

**NOTARY PUBLIC, STATE OF NEW JERSEY**

**MY COMMISSION EXPIRES**

**SEPTEMBER 30, 2024**



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2021

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Real Estate .....	182,250,567	Additional Statutory Reserve .....	139,634,000
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<b>Total Admitted Assets .....</b>	<b><u>\$65,530,745,401</u></b>	Capital Stock .....	10,000,075
		Paid in Surplus .....	11,804,736,755
		Unassigned Surplus .....	10,056,686,874
		<b>Surplus to Policyholders .....</b>	<b>22,049,616,067</b>
		<b>Total Liabilities and Surplus .....</b>	<b><u>\$65,530,745,401</u></b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8<sup>th</sup> day of March, 2022.

*TAMIKOLAJEWSKI*

Assistant Secretary



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208613-974450

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bianca L. Meli; Charo J. Rosemond; James Baldassare, Jr.; John F. Surano; Krista A. Burke; Lisa M. Scavetta; Maria L. Spadaccini; Michael Dugan; Nicholas F. Walsh; Sherryanne M. DePirro

all of the city of Saddle Brook state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of August, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of August, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_ day of \_\_\_, 2022.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**EXHIBIT H**

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



# REQUEST FOR PROPOSAL

**On-Call Airfield Construction Services**

**RFP NO. 202262810**

**JUNE 8, 2022**

**REQUEST FOR PROPOSALS (RFP)**

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

Contract Administrator (CA): Shelley Berry  
E-Mail: [contract.procurement@flydenver.com](mailto:contract.procurement@flydenver.com)

Request for Proposals #RFP No. 202262810

**PROPOSALS MUST BE RECEIVED BY: Wednesday, July 6, 2022 at 2:00PM Denver Local Time**

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	June 8, 2022
Optional Pre-Proposal Conference	June 16, 2022 at 10:00AM Denver Local Time
Last Date to Submit Written Questions	June 23, 2022 by 2:00PM Denver Local Time
Proposal Due Date	July 6, 2022 by 2:00PM Denver Local Time

**Pre-Proposal Conference – OPTIONAL**

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

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_OGNiOGUzNmMtNDFjOS00Njc5LTkxNDAtMjAwZjQ3NWFKYWE5%40thread.v2/0?context=%7b%22Tid%22%3a%2279c62162-b85e-4b0e-a863-ebe7817ad70d%22%2c%22Oid%22%3a%22d0a68758-6f03-4d75-9ed4-84d2a4f02e19%22%2c%22IsBroadcastMeeting%22%3atru%7d&btype=a&role=a](https://teams.microsoft.com/l/meetup-join/19%3ameeting_OGNiOGUzNmMtNDFjOS00Njc5LTkxNDAtMjAwZjQ3NWFKYWE5%40thread.v2/0?context=%7b%22Tid%22%3a%2279c62162-b85e-4b0e-a863-ebe7817ad70d%22%2c%22Oid%22%3a%22d0a68758-6f03-4d75-9ed4-84d2a4f02e19%22%2c%22IsBroadcastMeeting%22%3atru%7d&btype=a&role=a)

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.

**RFP Questions**

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

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

answers will be posted on the BidNet website as an addendum to the RFP at the link below following the deadline for submittal of questions:

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

### **Proposal Submittal**

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

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

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

Vendor EBS Guide:

[http://business.flydenver.com/bizops/documents/den\\_Vendor\\_EBS\\_Guide.pdf](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 MWBE 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:

#### **16% 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 28-64 D.R.M.C. A draft MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan) is a required submittal as part of the response to this RFP and it will be scored. DSBO's approval of the MWBE EDI Plan will be required prior to receiving an executed contract or notice to proceed.

### **General Statement of Work**

This request is for the selection of contractors through a competitive request for proposal process to provide On-Call Airfield Construction Services at Denver International Airport (DEN). The selected contractors will perform airfield repair work, primarily related to the airfield infrastructure per Federal Aviation Administration (FAA) criteria. Work may include repairs to, or replacement of any infrastructure (excluding buildings) within or pertaining to, primarily the airfield, but does not preclude landside task orders. This work may include but is not limited to the following: demolition, earthwork and turf, concrete and asphalt paving, special structures, manholes and retaining walls, fencing, drainage, erosion control

and utilities, lighting and signage, pavement marking, spall and joint repair, joint and crack sawing, routing, and sealing, traffic control and haul route flagging/monitoring, and mobilization.

**Prequalification Requirements**

Each bidder must be prequalified in category 3C Concrete Airfield Paving at or above the \$6,000,000. 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 [B2Gnow](#). To view the Rules and information on how to apply, please visit our website at [www.denvergov.org/prequalification](http://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 Narrative Contents as outlined in Section IV, which includes the required MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan)
  
- Sample Agreement:
  - List of all questions, issues, or proposed modifications to the Sample Agreement as outlined in Section III-2
  
- Proposal Forms - all completed and signed
  - Proposal Acknowledgement Letter – filled out completely and acknowledge all addenda
  - Proposal Data Form
  - Disclosure of Legal & Administrative Proceedings & Financial Conditions
  - Proposal Declaration
  - List of Proposed Non-MWBE Subcontractors
  - Certification of Non-Segregated Facilities
  - Equal Opportunity Report Statement
  - Form W-9
  - Certificate of Good Standing
  
- DSBO Forms
  - Commitment to MWBE Participation
  - 1B - List of Proposed Subcontractors, Subconsultants, and/or Suppliers
  
- Diversity Survey
  - Diversity and Inclusiveness in City Solicitations (online survey – include the completed survey with your proposal submission)
  
- Financial Forms (to be submitted as separate electronic files from the proposal)
  - Schedule of Rates and Markups
  - Exhibit K: <http://business.flydenver.com/bizops/documents/exhK-FringeBenefits.xlsx>
  - Exhibit L: <http://business.flydenver.com/bizops/documents/exhL-CoreStaffRateProp-Const.xlsx>

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**I. CITY, AIRPORT AND PROJECT OVERVIEW**

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

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

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

In accordance with procedures described herein, you are hereby invited to submit a proposal for the subject project, which is described in the Scope of Work incorporated herein. The work under this Contract is anticipated to start on or about October 2022 and has a scheduled duration of approximately 3 years. 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 Contractor agrees to and shall furnish all labor, tools, supplies, equipment, and materials necessary for and required to perform all work described, drawn, set forth, shown and included in said Contract Documents. Work may include installation, repairs to or replacement of any infrastructure (excluding buildings) within or pertaining, primarily to the Airfield. This On-Call Contract will have project work initiated by a written Task Order which will set forth the scope of the work or services to be provided. The price for each Task will be determined by either:

- Time and Material with a Not to Exceed or 90% of the City's estimate
- Competitive bid between 2 or more On-Call Contractors.

The scope of work is dynamic, varied, and may be continuous throughout the contract duration. On-Call contracting is a flexible, streamlined procurement method used to acquire construction related services, as further outlined below, to get projects completed quickly and efficiently. Emergency Construction work shall be issued whenever there is public safety, regulatory requirements or operational issues that may exist. Certain areas of work may require significant night work, typically from 2300 to 0600. Night working hours are subject to change and will be based upon the operational needs of DEN. Quantities of work performed are typically low production and scattered throughout DEN property. The work under this contract could be funded by the CIP program and will be funded from the approved CIP budget or from O&M money. The duration of the contract is to be 3 years (three) starting in fourth quarter of 2021.

The typical types of projects may include, but are not limited to the following:

- Demolition
- Earthwork and Turf
- Concrete Paving P-501, CDOT
- Asphalt Paving
- Special Structures; Manholes, Vaults and Retaining Walls
- Fencing
- Drainage, Erosion Control and Utilities
- Lighting and Signage
- Pavement Marking
- Spall and Joint Repair
- Joint and Crack Sawing, Routing and Sealing with P-604 and P-605
- Traffic Control and Haul Route Flagging
- Mobilization

### III. ADMINISTRATIVE INFORMATION

#### III-1 Issuing Office

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

Proposers shall undertake a detailed review of the Attachment 6, Sample Agreement and submit with their proposal a list of all questions, issues, or modifications which the Proposer would like DEN to review and address, should they be selected as the apparent best proposer. Proposers are strongly advised to seek legal counsel prior to preparing such a list. DEN shall assume that the Sample Agreement has been thoroughly reviewed and discussed with legal counsel prior to submission of the list of issues.

Attachment 6 is a sample agreement and, as such is subject to revision or modification by DEN at any time. DEN reserves the right to modify any term or condition of this Agreement, and to add, delete or modify terms and conditions, as DEN's interests may require, prior to execution of a final agreement. ***DEN's Required Contract Provisions, as set forth on the cover page to the sample agreement, are not subject to modification.***

#### III-3 Means of Communication

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

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

#### III-4 Interpretation of Proposal Documents

The Bidder may request, in writing, a clarification or interpretation of any aspect of the RFP documents. Such requests must be made via the Rocky Mountain E-Purchasing System (BidNet) website by the due date and time specified in the Schedule of Activities listed on Page 2. DEN shall post all questions and

answers on the BidNet Website following the deadline for submittal of questions as an addendum to the bid. DEN will not accept or respond to oral inquiries except for those made at the Pre-Bid Conference. The only 'official' responses are those that are posted to the BidNet Website for this RFP.

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

### **III-5 Addenda**

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

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

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

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

### **III-6 DEN Website**

It shall be conclusively presumed that the Proposer did, before submitting a proposal and prior to the final proposal deadline, read all addenda, posted decisions and other information items relevant to the RFP which appeared on the DEN BidNet Website. Proposer may also contact the DEN Contract Administrator, Shelley Berry by email at [contract.procurement@flydenver.com](mailto: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 and Women-Owned Business Enterprise (MWBE) Participation**

The City is committed to advancing its vision of historically underutilized multicultural business equity, diversity, inclusion, and sustainability through growing the capacity of historically underutilized businesses, which shall include certified small, minority, and women-owned businesses (as used in this document, historically underutilized multicultural business and small, minority, and women-owned businesses shall have the same meaning). As stated previously in the City's Values Statement, the City will provide significant contracting opportunities among these businesses and ensure they benefit from the contract. Aligning with the City's Division of Small Business Opportunity ("DSBO") mission to strengthen the City's small, minority, and women-owned business community, this contract's historically underutilized multicultural 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. The City believes the utilization of these businesses is a best value in the procurement of its contracts, and the award of proposals of this Project will be determined, in part, on the Proposer's commitment to the growth and sustainability of historically underutilized businesses. As specified in the City's values, it is the City's expectation that the Proposer exemplify its alignment to that of the City's values and EDI as part of their business culture and practice.

The MWBE EDI 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). The City will review and score each proposer(s) submitted MWBE EDI Plan. The selected proposer(s) shall collaborate with the City's DSBO on an approved MWBE EDI Plan. Upon Approval by DSBO of the Proposed MWBE EDI Plan, the Proposed MWBE EDI Plan shall be referred to as the "Approved MWBE EDI Plan." Thereafter, the contractor/consultant is required to prepare and submit to DSBO an updated MWBE EDI 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 EDI Plan and the contents within such plan.

The contractor/consultant will be required to comply with Divisions 1 and 3 of Article III of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), any corresponding Rules and Regulations and the most current DSBO approved version of the MWBE EDI Plan and the contents within such plan. Failure by the Contractor/Consultant awarded the contract to comply with DSBO 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.

- A. 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.
- B. The Proposer shall submit completed forms 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.

The DSBO Ordinance, MWBE Directory and additional guidance is located on the Do Business with the City page at <https://www.denvergov.org/dsbo>. Proposers are encouraged to contact DSBO by email at [dsbo@flydenver.com](mailto:dsbo@flydenver.com) with specific questions related to compliance with the DSBO Ordinances and Rule & Regulations.

### **III-12 Certification of Independent Price and Work Determination**

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

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

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

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

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

### **III-13 Designation of Subcontractors**

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

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

### **III-14 Payment**

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

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

- A. The Proposer shall submit (at time of submittal) a statement which shall disclose all legal or administrative proceedings that involve a civil claim in excess of Fifty Thousand Dollars (\$50,000) in which the Proposer, its principals or key personnel were a party in the last five years. The Proposer shall include in the statement:
  - 1. The caption of the action naming all parties;
  - 2. The case number, jurisdiction and the date the action was filed;
  - 3. A brief description of the action, the amount of the claim and whether the action involved performance under any public or private construction contract; and
  - 4. The outcome or disposition of the action.
- B. The Proposer shall submit (at time of submittal) a statement which shall disclose whether Proposer has filed for protection under the laws of the U. S. Bankruptcy Code within the last ten (10) years.
- C. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees presently, or in the past, are or have been involved in any debarment or suspension proceedings. Please include a description of any proceedings which prohibited or limited the Proposer from bidding or entering into any contract with any federal, state or local government entity. Include

a brief description of the reason(s) for such action having been taken, the effective dates thereof and the governmental agency.

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

- D. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees have been convicted of any crime related embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.
- E. The Proposer shall submit (at time of submittal) its Dun & Bradstreet identification number. If the Proposer is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture.
- F. If the Proposer is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.
- G. During contract negotiations, the Proposer may be asked to submit the following:
  - 1. An audited statement of overhead rates, payroll taxes and operating (profit) margin used to calculate hourly billing rates for DEN and approval. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates Sheet, may be requested for each entity without audited overhead rates. This statement shall cover the Proposer's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified Audited Statement in which the accountant expresses his or her opinion as to the fairness with which the statement represents the Proposer's financial position, results of operations and changes in financial position.
  - 2. If the Proposer is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates Sheet, may be requested for each entity without audit overhead rates. If any individual owns thirty-two percent (32%) or more of the Proposer, a Certified Audited Statement is required for each such individual or if a Certified Audited Statement is not available, then the individual must supply copies of his or her federal tax returns for the prior two (2) years.
  - 3. If a Proposer is a small business as defined by the United States Small Business Administration, the Proposer may elect to submit copies of its Federal tax return for the prior two (2) years and prepare a Core Staff Labor Rates Sheet, in lieu of a Certified Audited Statement.
  - 4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

**III-16 Insurance Requirements**

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

**III-17 Governmental Immunity**

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

**III-18 Security**

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

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

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

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

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

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

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

The Contractor shall return to DEN, upon Contract completion or termination, or upon demand by DEN, all access keys and Airport ID Badges issued to it by DEN to Controlled Areas, Sterile Areas or Secured Areas of the Airport. If the Contractor fails to return any such Airport ID Badge(s) or Airport Security Key(s) at Contract completion or termination or upon demand by the DEN, the Contractor shall be liable to the DEN for all DEN's costs, including the DEN's labor costs for re-coring doors and any other work which is

required to prevent compromise of any Airport Security system. In order to collect such costs hereunder, the DEN may withhold funds in such amount from any amounts due and payable to the Contractor under the Contract.

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

### **III-19 Airport Identification (ID) Badge Requirements**

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

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

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

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

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

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

A lost or stolen Airport ID Badge must be immediately reported to Airport Security. For a replacement Airport ID Badge, a new Denver International Airport Fingerprinting and Badge Application must be

completed and signed by the Company(s) Authorized Signatory. A non-refundable fee must be paid for a replacement Airport ID Badge.

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

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

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

### **III-20 Background Checks**

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

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

### **III-21 Vehicles in the Secured Area**

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

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

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

### **III-22 Violations**

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

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

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

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

### **III-23 Diversity and Inclusivity in City Solicitations**

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

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

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

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

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

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

### **III-24 Wage Ordinances**

The services being requested in this RFP may involve services that are covered pursuant to Article IV of Chapter 20 of the Denver Revised Municipal Code (“D.R.M.C.”), which is designed to address the issue of wage equity and cost of living affordability in the City & County of Denver. Proposer agrees that any contract with DEN shall include a requirement that Proposer will comply with the provisions of D.R.M.C. relating to living, minimum and prevailing wages, including, but not limited to, paying all covered workers

no less than the City Minimum Wage for all covered services rendered in connection with the resulting contract. Additionally, Proposer agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

### **III-25 Taxes**

1. **General**: Proposers shall refer to the General Conditions, G.C. 323 regarding taxes to which Proposer may be subject in performing the Work under this Contract, including but not limited to, sales and use taxes and the Denver Occupational Privilege Tax. The following instructions are to be considered along with the General Conditions – and not in lieu of them.
2. **Sales and Use Tax**: Construction and building materials sold to contractors and subcontractors for use on structures, roads, streets, highways and other public works owned by the City at DEN are exempt from state, RTD and Cultural Facilities District sales and use taxes. However, such materials will be subject to sales and use taxes imposed by the City.
3. **Exemption Certificates – Sales and Use Tax**: Contractor and Contractor's subcontractors are responsible for applying to apply to the Colorado Department of Revenue (CDOR) for a certificate or certificates of exemption, indicating that their purchase of construction or building materials is for a public project, and to deliver to the City copies of such applications as soon as possible after approval by the CDOR. Proposers shall not include in their proposal amounts the State, RTD and Cultural Facilities District Sales and Use Taxes.
4. **Denver Occupational Privilege Tax**: Any employee working for a Contractor or a subcontractor who earns over Five Hundred Dollars (\$500.00) working in Denver during a calendar month is subject to the payment of the Employee Occupational Privilege Tax. The Contractor and any subcontractor must pay the Business Occupational Privilege Tax for each of its employees who are subject to such tax.

### **III-26 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 have the option to inspect the work site and its surroundings. A site visit may be scheduled immediately following the Pre-Proposal Conference as indicated herein. Requests for 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](mailto: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](mailto: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**

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 Proposal Guarantee**

Not Applicable

**III-33 Payment & Performance Bonds**

The awarded Contractor will be required to submit Payment & Performance Bonds which guarantees it will fulfill its contractual obligations under this project and guarantees it will pay its subcontractors, material suppliers and/or laborers for any work and materials provided. The amount of the Bonds will be One Hundred Thousand Dollars and 00/100 (\$100,000.00). Should the awarded Contractor default on its obligations and fails to complete the project, a claims process may be initiated. If Contractor is found to be in breach of the Contract, it must compensate the City up to the full amount of the Bonds.

**III-34 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 ADMINISTRATIVE INFORMATION**

**IV. PREPARATION OF PROPOSAL****IV-1 Preparation of Proposal - Proposal Forms**

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

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

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

**IV-2 Preparation of Proposal - Proposal Narrative****A. GENERAL**

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

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

**B. FORMAT**

Proposals shall meet the following formatting requirements:

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

- **The proposal narrative shall not exceed 25 pages.** This page limit does not include the cover letter, resumes, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs, table of contents, 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.
- Schedule of Rates and Markups, Exhibit K, and Exhibit L shall be submitted separately from the main proposal.

#### **IV-3 Proposal Narrative Contents**

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

##### **1. Cover Letter**

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

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

<b>Narrative Contents</b>
1. Cost Effectiveness/Pricing
2. MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan)
3. Understanding the Project
4. Key Personnel and Ability to Respond
5. Demonstrated Experience / Past Performance
6. Equipment & Availability

##### **1. Cost Effectiveness/Pricing**

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 MWBE goal. Describe methods used to manage subconsultants to maintain effectiveness and quality.

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

#### **A. SCHEDULE OF RATES AND MARKUPS DESCRIPTION**

The Proposer shall provide their competitive pricing on the following forms for:

Fringe Benefits (see Exhibit K link)

<http://business.flydenver.com/bizops/documents/exhK-FringeBenefits.xlsx>

Core Staff fully loaded rates (see Exhibit L link) for five positions:

<http://business.flydenver.com/bizops/documents/exhL-CoreStaffRateProp-Const.xlsx>

- Project Manager
- Project Superintendent
- Project Engineer
- Office Engineer
- Administrative Assistant / Timekeeper
- Labor Markup
- Material Markup
- Equipment Markup
- Subcontractor Markup

#### (1A) SAMPLE TASK CALCULATION

Below is a sample task-based a fictional job where the cost of work is established, hourly staff rates are multiplied by the given hours, and markups are applied. The fringe, core staff rates and markups, highlighted in yellow will be each proposer's rates and markups and will contractual. The work and hours are not contractual and only used for comparison.

##### Cost of Work

Self-performed labor including fringe:	\$60,000
Materials	\$360,000
Equipment	\$40,000
Subcontractor	\$500,000
Engineering & Survey	\$20,000
Testing	\$10,000
Permits	\$10,000
Subtotal	\$1,000,000

Mark Ups

Self-performed Labor:	8.00% x \$ 60,000	\$4,800
Materials:	8.00% x \$ 360,000	\$28,800
Equipment:	8.00% x \$ 40,000	\$3,200
Subcontractor:	8.00% x \$ 500,000	\$40,000
Engineering & Survey:	8.00% x \$ 20,000	\$1,600
Testing:	8.00% x \$ 10,000	\$800
Permits:	0% x \$ 10,000	\$0
Subtotal		\$78,400

Core Staff

Project Manager:	\$ 100 x 260 hours	\$26,000
Project Superintendent:	\$ 90 x 800 hours	\$72,000
Project Engineer:	\$ 80 x 400 hours	\$32,000
Office Engineer:	\$ 70 x 200 hours	\$14,000
Admin Asst. / Timekeeper:	\$ 60 x 100 hours	\$6,000
Subtotal		\$150,000

Sample Task Total (\$1,000,000 + \$78,400 + \$150,000) = \$1,228,400

This Sample Task Total will be used for comparison for this proposal

**(1B) SCHEDULE OF PRICES AND QUANTITIES FOR FUTURE TASKS**

Proposer for future tasks shall respond to pricing instructions from the DEN Project Manager.

**(1C) PRICES FOR WORK NOT COVERED IN (1A) OR (1B)**

Should DEN require work that is not covered by a unit price format, the contractor shall provide and use the following established rates to help determine a proposed cost. All pricing is subject to the requirements of the Contract General Conditions and subject to evaluation by the DEN Project Manager.

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

The MWBE EDI 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). The City will review and score each proposer(s) submitted MWBE EDI Plan.

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

The Proposer shall describe how EDI has been promoted internally and rooted within their company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee

development/advancement, training (i.e., implicit bias), and 3) expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.

Proposer's MWBE EDI Plan should include, but is not limited to:

- A. An MWBE Coordinator. Identify a MWBE Coordinator that will have direct and independent access to the project manager and/or chief operating officer. This coordinator should be identified as key personnel and submitted with the Proposal package. This Coordinator will manage locally established MWBE requirements for the Program including meeting local requirements and conformance to reporting requirements. The Coordinator will also manage outreach and development efforts to small, disadvantaged, minority and women owned businesses to improve subconsulting/subcontracting opportunities and assist in the administration of the MWBE EDI Plan. Please elaborate on experience the MWBE Coordinator has related to: experience managing locally established subconsulting/subcontracting requirements in the city of Denver and state of Colorado. Experience should indicate success meeting local requirements and conformance to reporting requirements; experience managing outreach and development efforts to small and local businesses to improve subconsulting/subcontracting opportunities.
- B. MWBE Utilization Strategies. Describe the strategies and tactics Proposer is and will use to increase the participation of new and existing MWBE businesses in contracting opportunities.
- C. Technical Assistance & Support Services. Describe the assistance and/or guidance that Proposer is and will provide to MWBE businesses that helps move this next generation of small businesses forward. This assistance and/or guidance could include technical, financial, or support services to the MWBE businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance assistance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.
- D. Procurement Process. Describe Proposer's procurement process (including policies and procedures) and provide details on the principles that will be used throughout the process to remove barriers in an effort to promote equity and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.
- E. Communication and Vendor Management. Describe the communication strategies and assistance Proposer is and will use with MWBE businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, document control, and dispute resolution.
- F. Past Performance. Provide examples where the Proposer has been successful in promoting equity, diversity, and inclusion both internally and externally. Describe practices of Proposer's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe how the Proposer has promoted these values to both businesses and communities that they serve. Describe times when Proposer has been successful in promoting the participation of MWBE businesses and/or any assistance provided to the MWBE businesses

that promoted their overall growth and success. Examples of such promotion may include, but are not limited to, bonding and insurance assistance, mentor-protégé programs, prompt payment, workforce expansion, innovative and successful partnering with an MWBE firm (i.e., joint venture, performing as a subcontractor to an MWBE etc.), technical assistance, access to capital platforms and community outreach.

- G. **Proposer's Culture.** Describe how EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3) expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.
- H. **Future Initiatives.** Provide a roadmap of the work Proposer intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally. Describe practices Proposer intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe any plans Proposer has made to promote these values to both businesses and communities that they serve.
3. **Understanding the Project**  
Prepare a statement which describes the Proposer's understanding of the work involved in performing the Scope of Work. Discuss understanding of the proposed Scope of Work; the complexity, challenges and problems involved in planning and performing that work; approaches and philosophy for dealing with problems; sensitivity and experience dealing with key issues and any additional issues or matters relating to the Scope of Work which the Proposer believes should be addressed.
4. **Key Personnel and Ability to Respond**  
Prepare an organizational chart which identifies the key personnel who would perform work under the Agreement. In addition, include the title and a description of the work each person would perform. If an individual will not be assigned to the project on a fulltime basis, indicate the percentage of time that person would be dedicated to work on the project.
5. **Demonstrated Experience / Past Performance**  
Describe the Proposer's experience and qualifications from previous projects where these services have been provided by your company. Identify 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. Describe only the most relevant projects and work experience of the firm which are similar to the work described in the Scope of Work or which the Proposer believes would be relevant in evaluating its capabilities to perform the work. Include projects performed at an operating airport of similar characteristics to DEN. At a minimum, the following information should be included as appropriate to the Scope of Work:
1. Project description and scope
  2. Location
  3. Owner name, address, current contact person, and telephone number
  4. Proposed schedule vs. Actual
  5. Proposed budget vs. Actual
  6. Relevant experience with other interfacing projects, and associated considerations

7. Experience dealing with key issues and any additional issues or matters relating to the Scope of Work which the Proposer believes should be addressed.

6. Equipment and Availability

Proposer shall provide a list of equipment available which would likely be utilized for this type of construction project, describing the anticipated types of tasks and the specific equipment that would be required for these tasks, which might include work such as concrete paving, photometric testing, electrical maintenance and testing, and airfield construction.

Proposer shall provide a list of equipment available which would likely be utilized for this type of construction project, describing the anticipated types of tasks and the specific equipment that would be required for these tasks, which might include work such as concrete paving, photometric testing, electrical maintenance and testing, and airfield construction.

**END OF PREPARATION OF PROPOSALS**

**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](mailto: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/Pricing
2.	MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan)
3.	Understanding the Project
4.	Key Personnel and Ability to Respond
5.	Demonstrated Experience / Past Performance
6.	Equipment & Availability

**END OF EVALUATION OF PROPOSALS**

**VI. SPECIAL CONDITIONS****SC-1 CONSTRUCTION CONTRACT GENERAL CONDITIONS**

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

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

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

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

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

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

Document  
Contract Drawings  
Change Orders and Change Order Directives  
Task Orders  
Specifications

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, 7<sup>th</sup> Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Project Manager, the City representative who has day to day administrative responsibility of this Contract, and who reports to the SVP-AIM. All notices, requests, pay applications (pursuant to G.C. 902), and other correspondence from the Contractor shall be sent to the assigned Project Manager unless otherwise provided in this Contract. The Project Manager for this Contract is: Terry Seifert, 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 eighty percent (80%) of the work may be subcontracted. If it is determined to be in the City’s best interest, this percentage may be modified throughout the course of the project by the SVP-AIM.

**SC-6 COOPERATION WITH OTHERS**

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

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

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

Work will be issued to the Contractor as Task Orders upon reaching a negotiated agreement between the Contractor and the City as to the cost of the work. Markups on labor, materials, equipment, and subcontractors will be applied to the negotiated costs, in accordance with the contract terms. All

contractor proposals for Task Order work or Task Order Change Orders will be in a format as outlined in the Task Order Notice. Proposal line items will include quantities and units of work as well as man-hours and material cost per unit. Work for which a negotiated cost agreement cannot be reached between the City and the Contractor may be, at the direction of the Assistant Manager, performed and compensated on a time and materials basis, with the associated markups applied. Any applicable Milestones will be established in each Task Order.

Since this is a contract for on-call services, the Contractor is not guaranteed nor entitled to the issuance of any Task Orders. Task Orders may be negotiated with this or another existing On Call Contractor or bid between existing On Call Contractors and/or other active airport contractors. Bids for such Task Orders should be submitted per the requirements provided by the City and may not necessarily require utilization of the rates and markups submitted in the initial On Call Construction contract. Changed work in competitively bid Task Orders will utilize the rates and markups submitted in the initial On Call Construction contract.

The Contractor shall (a) commence work under any issued Task Order within ten (10) calendar days after the date of the Notice to Proceed, (b) prosecute said work diligently, and (c) complete the entire work ready for use no later than the number of calendar days required in the Task Order. The time stated for completion shall include final cleanup of the premises or work site plus such extension or extensions of time as may be granted by the Manager in accordance with the provisions of these General Contract Conditions and Special Contract Conditions.

With respect to any work that is authorized by a Task Order issued prior to the contract completion date, but not completed by that date, the City shall have the option to terminate the contracted work in progress and pay only for that portion of the work satisfactorily completed within the period of performance specified herein or to provide for, in writing, a limited extension of the contract completion date to complete the remaining work. In the event the completion date for a particular Task Order is extended as provided for herein, it shall only allow for consideration of costs that were already agreed upon in a previously issued Task Order(s) and shall not include any modifications to the proposal unit prices or Task Order estimates except those required by Prevailing Wage law, or any additional compensation for extended overhead or impact costs. For each Task Order submitted to the Contractor for pricing, the Contractor agrees to review and price the Task Order within fourteen (14) consecutive calendar days of the date of such Task Order.

#### **SC-8 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 Five Thousand Dollars (\$5,000.00) 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:  
HSS Management  
(303) 342-4366

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

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

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

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

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

The work site is located inside the fenced area of the airfield at 8500 Pena Blvd, Denver CO 80249. The Contractor shall have access to the work site via Gate 7, 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 Section III-16 of the Instructions to Proposers. 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](mailto: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.

**END OF SPECIAL CONDITIONS**

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

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

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

Chief Executive Officer  
City and County of Denver  
Business Management Services (Procurement) Office  
Airport Office Building, Room 8810  
Denver International Airport  
8500 Peña Boulevard  
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated June 8, 2022, for RFP NO. 202262810, 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-MWBE Subcontractors**

Proposer Company Name: \_\_\_\_\_

RFP Name: On-Call Airfield Construction Services

RFP No.: 202262810

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 MWBE Subcontractors, the Proposer agrees not to subcontract any of the work assignment identified for that subcontractor until the Proposer has advised the SVP of 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: \_\_\_\_\_

**Attachment 1, Part 8 Schedule of Rates and Markups**

## **SCHEDULE OF RATES AND MARKUPS**

The Schedule of Rates and Markups forms which apply to this contract are included as a separate attachment in BidNet.

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

**VIII. ATTACHMENT 2, MWBE FORMS**

## **DSBO FORMS**

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

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



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

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

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

The City and County of Denver has specified a \_\_\_\_\_% 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 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.

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	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.

<b>Sign Here</b>	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](http://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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Part II. Certification**

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

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

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

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

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

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

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

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

**What Name and Number To Give the Requester**

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

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

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

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

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

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

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

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

X. **ATTACHMENT 4, INSURANCE REQUIREMENTS**

## **INSURANCE REQUIREMENTS**

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

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

## EXHIBIT C

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

#### **1. General Information**

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

**NOTICE OF CHANGE TO ROCIP:** DEN reserves the right to terminate or modify the DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice in accordance with the terms and conditions of this Agreement.

##### **1.1 On-Call Contractors**

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

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

##### **1.2 ROCIP Manuals**

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

[DEN ROCIP4 Insurance Manual](#)

[DEN ROCIP4 Safety Manual](#)

[DEN ROCIP4 Claims Guide](#)

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

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

## 2.1 Certificate Holder

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

## 2.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

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

## 2.3 Coverage and Limits

### 2.3.1 Commercial General Liability

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

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

2.3.1.2 Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

### 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 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.

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

- 2.3.2.4 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 one or both of the following coverages are maintained as appropriate: (i) Personal Automobile Liability including a Business Use Endorsement by the vehicle owner and (ii) Non-Owned Auto Liability by the Contractor.
- 2.3.2.5 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.

### 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 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.

### 2.3.4 Professional Liability (Errors and Omissions) Insurance

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

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

### 2.3.5 Contractor's Pollution Legal Liability

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

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

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

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

### 2.3.6 Cyber Liability

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

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

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

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

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

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

### 2.3.8 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:

2.3.8.1 Express written permission must be granted by DEN.

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

2.3.8.3 Drone equipment must be properly registered with the FAA.

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

2.3.8.5 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.

2.3.9 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, 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.

2.6 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.

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 required coverage before the expiration date thereof.

2.7.1 Such notice shall reference the DEN assigned contract number related to this Agreement.

2.7.2 Said notice shall be sent thirty (30) days prior to such cancellation, non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.

2.7.3 If such written notice is unavailable from the insurer or afforded as outlined above, Contractor and/or it is 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.

2.7.4 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.

## 2.8 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.

## 2.9 Additional Provisions

- 2.9.1 Deductibles or any type of retention are the sole responsibility of the Contractor.
- 2.9.2 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.
- 2.9.3 Coverage required may not contain an exclusion related to operations on airport premises.
- 2.9.4 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.
- 2.9.5 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.
- 2.9.6 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 2.9.7 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 2.9.8 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.
- 2.9.9 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.
- 2.9.10 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.
- 2.9.11 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 the required coverage and premium amounts.
- 2.9.12 No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
- 2.9.13 Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of prior to each policy renewal.
- 2.9.14 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.

## 2.10 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.

### **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)	\$20,000,000
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)	\$20,000,000
Total Products/Completed Operations Aggregate (Policy Cap)	\$400,000,000
Each Occurrence Limit	\$200,000,000

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

### 3.8.1.4 Contractor's Pollution Liability

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

### 3.8.1.5 Builder's Risk Insurance

DEN shall maintain, Builder's Risk (and/or Installation Floater) in the amount of \$200,000,000 per occurrence subject to various sublimits (as defined in the Builders' Risk Policy). Such insurance shall end when the first of the following occurs: 1) DEN's interest in the Work ceases; 2) the policy expires or is cancelled; or 3) the Work is accepted by DEN.

Builder's Risk Insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss of damage including , theft, vandalism, malicious mischief, terrorism, rigging and hoisting for materials and equipment that are part of the Project, collapse, earthquake, flood, windstorm, falsework, testing and startup (as provided by the policy), temporary buildings and debris removal including

demolition occasioned by enforcement of any applicable ordinance laws, and shall cover reasonable compensation for services and expenses required as a result of such insured loss.

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

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

### 3.8.2 Claim Chargeback

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

### 3.9 Other Insurance Provided By Enrolled Parties

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

#### 3.9.1 Certificate Holder

Certificate(s) shall be issued to:

CITY AND COUNTY OF DENVER  
Denver International Airport  
8500 Peña Boulevard, Suite 8810  
Denver CO 80249  
Attn: Risk Management

and

CITY AND COUNTY OF DENVER  
Department of Aviation  
c/o Marsh USA, Inc.  
111 SW Columbia, Ste 500  
Portland, OR 97201

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

### 3.9.3 Other Insurance Requirements

Enrolled Contractors shall adhere to the same minimum insurance requirements as stated in Section 2 of this exhibit, with the following exceptions:

- Commercial General Liability coverage requirement is Off Site Only
- Workers' Compensation and Employer's Liability coverage requirement is Off Site Only
- Contractor's Pollution Legal Liability is not required

## 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:

- Any person or organization that fabricates or manufactures products, materials or supplies away from a Project Site with no direct onsite installation responsibility

Exception: The ROCIP Insurer may agree to extend General Liability coverage only if the Lead Contractor has a written contract with the off-site fabricator or manufacturer to provide the pre-fabricated product. To consider extending coverage, the Insurer requires 30 days advance written notice to the ROCIP Administrator with details of the work/product and a copy of the contract between the Lead Contractor and the off-site fabricator or manufacturer. Approval must be obtained from the Insurer before enrolling in the ROCIP for General Liability coverage only.

- Hazardous materials remediation, removal, or transportation companies and their consultants
- Architects, engineers, surveyors and their consultants
- Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from a Project Site
- Contractors, subcontractors and subconsultants who do not work at a Project Site
- Employees of an Enrolled Party who either (i) do not work on-site or (ii) occasionally visit a Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason
- Day labor employees (individuals working directly for the Contractor and not procured through a third party)

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

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

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

Net Bid:	Contractor bids with insurance costs removed because of the obligation of any Enrolled Party to delete insurance costs for coverage provided by the ROCIP from its bid and all change orders. Net bids are subject to verification by the Administrator through the providing of contractors' rate and declaration pages from their insurance policies.
ROCIP Administrator:	The DEN ROCIP Administrator will be identified in the DEN ROCIP Insurance Manual.
ROCIP Insurance Manual:	A reference document provided to Contractor and subcontractors of all tiers, which summarizes the terms and provisions of the DEN ROCIP and provides information about requirements and compliance.
ROCIP Safety Manual:	A reference document provided to Contractor and subcontractors of all tiers which contains workplace safety requirements of all Enrolled Parties.
Off Site Work:	Work performed away from the Project Site.
Payroll:	For purposes of the ROCIP only, refers to Unburdened Straight Time Payroll per Workers Compensation Class Code.
Policy Owner:	City and County of Denver and Denver International Airport
Project:	The Project as defined in the contract documents and as described in the Declarations of the DEN ROCIP insurance policies.
Project Site:	<p>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.</p> <p><i>Items 1 through 4 above must be approved by the ROCIP Insurer and listed on the DEN ROCIP insurance policies.</i></p>
Subcontract:	The written agreement between Contractor and subcontractor, or between subcontractor and a lower tier subcontractor, describing the Work, subcontract terms and conditions, or a portion thereof.
Subcontractor:	Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor to perform Work at the Project Site and any of these subcontractor's lower-tier subcontractors.
Work:	Operations, as fully described in the Contract and Subcontract, performed at the Project Site.

**XI. ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS**

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

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

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

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

**XII. ATTACHMENT 6, SAMPLE CONTRACT**

## **SAMPLE CONTRACT**

The Sample Contract is contained in the pages immediately following this page.

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

### ***SAMPLE AGREEMENT***

#### ***Notice to Proposers:***

#### **City Required Contract Provisions**

***The following contract provisions are required in every contract issued by the Department of Aviation. The language of each clause is drafted in accordance with city, state and federal obligations placed on the airport and is not subject to modification. Accordingly, proposers should carefully review this Sample Agreement provided with the Request for Proposals, including these required provisions, in preparation of their proposals.***

- 1. Indemnification**
- 2. Basic insurance requirements**
- 3. Limitation of liability (available in narrowly applicable circumstances)**
- 4. Federal requirements**
  - a. Standard Federal Aviation Administration grant assurances (Appendix 1 to the Sample Agreement)**
  - b. Federal Aviation Administration document retention and review requirements**
- 5. Airport security requirements**
- 6. City code and charter; state statutes**
  - a. Prompt pay**
  - b. Prevailing wage**
  - c. Immigration provisions (Not applicable for contracts for Information Technology services or IT products and services – See, C.R.S. 8-17.5-101(6)(b)(V))**
  - d. Colorado open records act**
  - e. DSBO (if applicable to subject matter of contract)**
  - f. City nondiscrimination language**
  - g. Dispute resolution**
- 7. Denver Executive Orders (“XOs”)**
  - a. Environmental**
  - b. Drugs alcohol tobacco**
  - c. Nondiscrimination in contracts**
- 8. Airport System General Bond Ordinance (1984, as amended).**
- 9. Choice of law (Colorado)**
- 10. Jurisdiction and venue (Colorado)**

## CONTRACT FOR ON-CALL CONSTRUCTION

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

### WITNESSETH

**WHEREAS**, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation of the work described in Request for Proposal No. PLANE-202262810, On-Call Airfield Construction Services Project at Denver International Airport (“**DEN**”); and

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

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

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

### CONTRACT DOCUMENTS

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

- Contract
- Task Order(s)
- Building Information Modeling (“**BIM**”) if applicable
- Change Directives
- Change Orders
- Appendix 1 Federal Appendices
- Exhibit A Scope of Work
- Exhibit B Equal Employment Opportunity Provisions
- Exhibit C Insurance Requirements
- Exhibit D Prevailing Wage Schedules

Vendor Name

Contract No. 202262810-00

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

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

1. Appendix 1 Federal Appendices
2. Contract
3. Task Orders
4. Change Directives
5. Change Orders
6. Exhibit A Scope of Work
7. Exhibit J Task Proposals and Execution Process
8. Exhibit B Equal Employment Opportunity Provisions
9. Exhibit E Special Conditions
10. Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of Contents attached as Exhibit F)
11. Exhibit C Insurance Requirements
12. Exhibit D Prevailing Wage Schedules
13. Exhibit I Schedule of Rates and Markups
14. Exhibit H Request for Proposals and Contractor’s Response to Request for Proposal and Forms
15. Exhibit G Payment and Performance Bond
16. Building Information Modeling (“**BIM**”) if applicable

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

**1. SCOPE OF WORK:**

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

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

Vendor Name

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

## 2. TERM OF CONTRACT:

A. The Term of this Contract shall commence on the Effective Date and shall expire three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**"). If, at the Expiration Date, there remains any outstanding Work to be completed under a validly issued Task Order, the Senior Vice President of Airport Infrastructure Management, in his or her sole discretion, may direct the Contractor to complete the Work in accordance with the terms and conditions of the Task Order and this Contract.

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

## 3. TERMS OF PAYMENT:

A. The City agrees to pay Contractor for the performance and completion of all of the Work required by the Scope of Work, each authorized Task Order and the Contract Documents, and Contractor and the City shall not be liable under the terms of this Contract for an amount in excess of a total amount of **Four Million Dollars and Zero Cents (\$4,000,000.00)** (the "**Maximum Contract Amount**"). The Contractor acknowledges that this Contract is an On-Call Contract and there is no obligation for the City to issue any Task Orders under this Contract.

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

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

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**4. VERIFIED STATEMENT OF CLAIMS:**

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

**5. DISPUTES:**

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

**6. DEFENSE AND INDEMNIFICATION:**

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

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

**C.** Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney’s fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate specified in Section 5. Such payments on behalf of the City shall be in addition to any other legal remedies available to City and shall not be considered the City’s exclusive remedy.

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

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protection in the performance of this Contract.

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

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

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

**8. LIQUIDATED DAMAGES:**

If Contractor fails to achieve Substantial Completion of the Work pursuant to each Task Order within the Contract Time or fails to substantially complete the Work described in the Scope of Work or any Task Order within the time set forth in the Special Conditions or the applicable Task Order, the City will suffer substantial damages, which damages would be difficult to accurately determine. The Parties hereto have considered the possible elements of damages and have agreed that the amount of liquidated damages for Contractor's failure to substantially complete the work pursuant to each Task Order within the Contract Time shall be specified in the Task Order. If Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on its Performance Bond and Payment Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and Special Conditions.

**9. INSURANCE REQUIREMENTS:**

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

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

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

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

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

**10. CONTRACT BINDING:**

It is agreed that this Contract shall be binding on and inure to the benefit of the Parties hereto, their heirs, executors, administrators, assigns, and successors.

**11. SEVERABILITY:**

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

**12. ASSIGNMENT:**

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

**13. APPROPRIATIONS:**

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

**14. APPROVALS:**

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

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**15. JOINT VENTURE:**

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

**16. NO DISCRIMINATION IN EMPLOYMENT:**

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

**17. COORDINATION OF SERVICES:**

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

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

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

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

**19. PREVAILING WAGE REQUIREMENTS:**

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

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

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

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

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

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

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

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

**20. NON-EXCLUSIVE RIGHTS:**

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

**21. CITY PROMPT PAYMENT:**

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

**B.** Final Payment to the Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Contract is otherwise fully performed by the Contractor. In addition to retention, the

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City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director.

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

## **22. OWNERSHIP AND DELIVERABLES:**

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

## **23. COLORADO OPEN RECORDS ACT:**

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

**B.** In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor

agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

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

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

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

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

#### **25. MINIMUM WAGE REQUIREMENTS:**

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

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

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

**A.** This Contract is subject to Denver Revised Municipal Code (“**D.R.M.C.**”), Article III, Divisions 1 and 3 of Chapter 28, 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 16%.

**B.** Under D.R.M.C. § 28-68, the 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 D.R.M.C. § 28-70. The Contractor acknowledges that:

(i) If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-62. Along with the Utilization Plan requirements, the 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.

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

(iii) 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.

(iv) Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing

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project subcontractors are subject to the original contract goal. The Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. The Contractor must also satisfy the requirements under D.R.M.C. §§ 28-60 and 28-73 with regard to changes in scope or participation. The Contractor shall supply to the DSBO Director all required documentation described in D.R.M.C. §§ 28-60, 28-70, and 28-73 with respect to the modified dollar value or work under the Contract.

(v) Failure to comply with these provisions may subject the Contractor to sanctions set forth in D.R.M.C. § 28-76 of the MWBE Ordinance.

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

**27. SENSITIVE SECURITY INFORMATION:**

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

**28. DEN SECURITY:**

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

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

**29. FEDERAL RIGHTS:**

**A.** This Contract is subject and subordinate to the terms, reservations, restrictions and

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

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

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

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

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

### **30. CITY EXECUTION OF CONTRACT:**

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

**31. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

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

**[SIGNATURE PAGES FOLLOW]**

## **EXHIBIT A**

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

## **A5 CIVIL RIGHTS - GENERAL**

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

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

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

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

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

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

Title VI Solicitation Notice:

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

## **A6.4 CONTRACT CLAUSES**

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

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

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

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

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

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

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

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

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

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

**(HABENDUM CLAUSE)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT B**

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

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

APPROVED FOR LEGALITY:

APPROVED AND ADOPTED:

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

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

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

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

Vendor Name

Contract No. xxxxxxxxxxx-xx

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

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

**RULE I**  
**DEFINITIONS**

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

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

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

**RULE III**  
**HEARING**

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

**REGULATIONS**

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

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

Vendor Name

Contract No. xxxxxxxxxxx-xx

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

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

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

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

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

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

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

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

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

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

All amendments to the appendices shall be included by reference.

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

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

**1. APPENDIX E:**

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

**2. APPENDIX F:**

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

**APPENDIX A**

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

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

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

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

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

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

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

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

**NOTICE**

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

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

EULOIS CLECKLEY  
Manager of Public Works  
City and County of Denver

Vendor Name

Contract No. xxxxxxxxxxx-xx

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

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

**1. GOALS AND TIMETABLES:**

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

**GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE**

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

**GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE**

From January 1, 1982  
to 6.9%  
Until Further Notice

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

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

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

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

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

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

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

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

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

**3. NON-DISCRIMINATION:**

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

**4. COMPLIANCE AND ENFORCEMENT:**

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

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

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

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

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

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

B. **Obligations Applicable to Contractors:**

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

C. **General Requirements**

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

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

**EXHIBIT 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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**XIII. ATTACHMENT 7, CERTIFICATE OF GOOD STANDING**

## **CERTIFICATE OF GOOD STANDING**

Please submit a Certificate of Good Standing  
from the Office of the Secretary of the State of Colorado  
for the proposing entity.

**XIV. ATTACHMENT 8, PAYMENT AND PERFORMANCE BONDS****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

**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 202262809, 2022 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

**XV. ATTACHMENT 9, PREVAILING WAGES**

## **PREVAILING WAGES**

Prevailing Wage information is contained in the pages immediately following this page.  
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 Analyst Staff  
**DATE:** February 28, 2022  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, February 25, 2022** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220002  
Superseded General Decision No. CO20210002  
Modification No. 3  
Publication Date: 02/25/2022  
(6 pages)

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

Attachments as listed above.

**\*Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 8 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](http://www.denvergov.org/humanresources)

"General Decision Number: CO20220002 02/25/2022

Superseded General Decision Number: CO20210002

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.  . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.  . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/28/2022
2	02/18/2022
3	02/25/2022

ASBE0028-001 07/01/2019

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

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BRCO0007-004 01/01/2021

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

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

-----  
BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

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

-----  
ELEC0012-004 09/01/2021

PUEBLO COUNTY

Rates	Fringes
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ELECTRICIAN

Electrical contract over		
\$1,000,000.....	\$ 29.80	13.00+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	13.00+3%

ELEC0068-001 06/01/2021

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

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

ELEC0111-001 09/01/2021

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

ELEC0113-002 06/01/2021

EL PASO COUNTY

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

ELEC0969-002 06/01/2019

MESA COUNTY

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

ENGI0009-001 05/01/2021

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 31.37	12.35
Blade: Rough.....	\$ 31.05	12.35
Bulldozer.....	\$ 31.05	12.35
Cranes: 50 tons and under..	\$ 31.70	12.35
Cranes: 51 to 90 tons.....	\$ 31.97	12.35

Cranes: 91 to 140 tons.....	\$ 33.05	12.35
Cranes: 141 tons and over...	\$ 35.17	12.35
Forklift.....	\$ 30.67	12.35
Mechanic.....	\$ 31.20	12.35
Oiler.....	\$ 30.29	12.35
Scraper: Single bowl under 40 cubic yards.....	\$ 31.20	12.35
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 31.37	12.35
Trackhoe.....	\$ 31.20	12.35

-----  
IRON0024-003 12/01/2021

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

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

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

-----  
PLUM0003-005 06/01/2020

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

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

-----  
PLUM0058-002 07/01/2021

EL PASO COUNTY

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

-----  
PLUM0058-008 07/01/2021

PUEBLO COUNTY

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

-----  
 PLUM0145-002 07/01/2016

MESA COUNTY

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

-----  
 PLUM0208-004 01/01/2021

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

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

-----  
 SHEE0009-002 07/01/2021

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

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 TEAM0455-002 07/01/2020

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

-----  
 \* SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22 **	2.92
Flagger.....	\$ 8.91 **	3.80
Landscape.....	\$ 12.56 **	3.21

Painters:

Brush, Roller & Spray.....	\$ 15.81	3.26
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Power equipment operators:

Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

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

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

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

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



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification and Compensation Analyst Staff  
**DATE:** February 28, 2022  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, February 25, 2022** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220009  
Superseded General Decision No. CO20210009  
Modification No. 1  
Publication Date: 02/25/2022  
(6 pages)

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

Attachments as listed above.

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

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

"General Decision Number: CO20220009 02/25/2022

Superseded General Decision Number: CO20210009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p> If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p> . Executive Order 14026 generally applies to the contract.  . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</p>
<p> If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p> . Executive Order 13658 generally applies to the contract.  . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</p>

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

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

CARP9901-008 11/01/2019

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

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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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ENGI0009-008 05/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and		

including 6 cu. yd.).....\$ 31.05	12.35
(3)-Loader (under 6 cu. yd.)	
Denver County.....\$ 31.05	12.35
(3)-Motor Grader (blade-rough)	
Douglas County.....\$ 31.05	12.35
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....\$ 31.70	12.35
(4)-Loader (over 6 cu. yd)	
Denver County.....\$ 31.20	12.35
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....\$ 31.37	12.35
(5)-Motor Grader (blade-finish)	
Douglas County.....\$ 31.37	12.35
(6)-Crane (91-140 tons).....\$ 33.05	12.35

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 \* SUCO2011-004 09/15/2011

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

Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26 **	3.16
Mason Tender-		
Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55 **	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)....	\$ 9.55 **	3.05
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers).....		
	\$ 12.43 **	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68

Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13 **	2.95

## TRAFFIC SIGNALIZATION:

## Groundsman

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

## TRUCK DRIVER

## Distributor

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

## Dump Truck

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

Lowboy Truck.....	\$ 17.25	5.27
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Mechanic.....	\$ 26.48	3.50
---------------	----------	------

Multi-Purpose Specialty &  
Hoisting Truck

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

## Pickup and Pilot Car

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

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

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

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

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

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

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

**XVI. ATTACHMENT 10, LIEN RELEASE FORMS**



**DENVER INTERNATIONAL AIRPORT  
PARTIAL LIEN RELEASE – CONSTRUCTION**

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

City Contract No. \_\_\_\_\_ Current Subcontract  
Amount: \$ \_\_\_\_\_

FROM: (1) Last Progress Payment for billing  
Subcontractor \_\_\_\_\_ period ending \_\_\_\_\_  
20\_\_\_\_

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

City/State: \_\_\_\_\_ (2) Progress invoiced for previous billing  
period (if unpaid) \_\_\_\_\_ 20\_\_\_\_

Telephone: \_\_\_\_\_ \$ \_\_\_\_\_

TO: (3) Progress invoiced for current billing  
Contractor \_\_\_\_\_ period ending \_\_\_\_\_  
20\_\_\_\_

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

City/State: \_\_\_\_\_ (4) **Total Paid to Date:**  
\$ \_\_\_\_\_

( ) MBE/WBE ( ) SBE ( ) DBE ( ) Non

The Undersigned hereby certifies that all costs, charges or expenses incurred by the undersigned or on behalf of the undersigned for any work, labor or services performed and for any materials, supplies or equipment provided on the above referenced Project or used in connection with the above referenced Subcontract (the "Work Effort") have been duly paid in full to date.

The Undersigned further certifies that each of the undersigned's subcontractors and suppliers that incurred or caused to be incurred, on their behalf, costs, charges or expenses in connection with the undersigned's Work Effort on the above referenced Project have been duly paid in full to date.

The Undersigned hereby (1) acknowledges receipt of the progress payment referred to above as the Last Progress Payment which, when added to the total of all previous progress payments, constitutes full payment, less retainage, for all labor, services, material and supplies which the undersigned has provided for use in and upon the project described above through \_\_\_\_\_, 20\_\_\_\_ and, (2) hereby releases the Contractor, surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier from any and all claims prior to the above mentioned date, except for the withheld retainage.

The Undersigned also hereby agrees that the Contractor, Surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier shall be released from any and all claims arising out of its performance or non-performance of any contract associated with the above project through \_\_\_\_\_, 20\_\_\_\_, except for withheld retainage after it has received full payment, less retainage, of the amount invoiced for the current billing period.

As additional consideration for the payments referenced above, the undersigned agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and assigns and the above-referenced Contractor from and against all costs, losses, damages, causes of action, judgments under the subcontract and expenses arising out of or in connection with any claim or claims against the City or the Contractor which arise out of the Undersigned's performance of the Work Effort and which may be asserted by the Undersigned or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents, or employees.

It is acknowledged that this release is for the benefit of and may be relied upon by the City and the referenced Contractor.

The foregoing shall not relieve the undersigned of any obligation under the provisions of the Undersigned's subcontract, as the subcontract may have been amended, which by their nature survive completion of the Undersigned's work effort including, without limitation, warranties, guarantees, insurance requirements and indemnities.

Subcontractor: \_\_\_\_\_

Certified by: \_\_\_\_\_

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

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



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

Project: \_\_\_\_\_

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

City Contract No. \_\_\_\_\_

Subcontractor Contract No. \_\_\_\_\_

FROM:

Subcontractor: \_\_\_\_\_

(1) Last Progress Payment for billing  
period ending \_\_\_\_\_

\_\_\_\_\_, 20\_\_

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

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

\$ \_\_\_\_\_

City/State: \_\_\_\_\_

(2) Does not apply

Telephone: \_\_\_\_\_

TO:

Contractor: \_\_\_\_\_

(3) Does not apply

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

City/State: \_\_\_\_\_

(4) **Total Paid to Date:**

\$ \_\_\_\_\_

( ) SBE ( ) DBE ( ) MBE ( ) WBE ( ) Non

The Undersigned hereby certifies that all costs, charges or expenses incurred by the undersigned or on behalf of the undersigned for any work, labor or services performed and for any materials, supplies or equipment provided on the above referenced Project or used in connection with the above referenced Subcontract (the "Work Effort") have been duly paid in full.

The Undersigned further certifies that each of the undersigned's subcontractors and suppliers that incurred or caused to be incurred, on their behalf, costs, charges or expenses in connection with the undersigned's Work Effort on the above referenced Project have been duly paid in full.

The undersigned Subcontractor hereby (1) acknowledges receipt of the progress payment referred to above as the Last Progress Payment which, when added to the total of all previous progress payments, constitutes full payment for all labor, services, materials and supplies which the undersigned has provided for use in and upon the project described above through \_\_\_\_\_, 20\_\_\_\_ and, (2) hereby releases the Contractor, Surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier from any and all claims prior to the above mentioned date.

The Subcontractor also hereby agrees that the Contractor, Surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier shall be released from any and all claims arising out of its performance or non-performance of any contract associated with the above project.

As additional consideration for the payments referenced above, the undersigned agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and assigns and the above-referenced Contractor from and against all costs, losses, damages, causes of action, judgments under the subcontract and expenses arising out of or in connection with any claim or claims against the City or the Contractor which arise out of the Undersigned's performance of the Work Effort and which may be asserted by the Undersigned or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents, or employees.

It is acknowledged that this release is for the benefit of and may be relied upon by the City and the referenced Contractor.

The foregoing shall not relieve the undersigned of any obligation under the provisions of the Undersigned's subcontract, as the subcontract may have been amended, which by their nature survive completion of the Undersigned's work effort including, without limitation, warranties, guarantees, insurance requirements and indemnities.

Subcontractor: \_\_\_\_\_

Certified by: \_\_\_\_\_

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

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



June 16, 2022

**Denver International Airport**  
**ON-CALL AIRFIELD CONSTRUCTION SERVICES**  
**RFP NO. 202162810**  
**ADDENDUM NUMBER ONE**

This Addendum Number 1 supersedes and/or supplements all portions of the Bid Documents with which it conflicts.  
**Bidders must acknowledge receipt of this addendum on Attachment 1, Part 1 of the Bid Forms.**

  
\_\_\_\_\_  
Shelley Berry  
Contract Administrator  
Contract Procurement



## ON-CALL AIRFIELD CONSTRUCTION SERVICES

RFP NO. 202162810

### ADDENDUM NUMBER ONE

#### Scope of this Addendum

Addendum Number 1 includes modifications to the following Bid Documents issued June 8, 2022. These modifications are deemed necessary by the City and County of Denver.

#### RFP LETTER

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	June 8, 2022
Optional Pre-Proposal Conference	June 16, 2022 at 10:00AM Denver Local Time
Last Date to Submit Written Questions	June 30, 2022 by 2:00PM Denver Local Time
Proposal Due Date	July 13, 2022 by 2:00PM Denver Local Time

#### Pre-Proposal PowerPoint – Key Dates

The key dates will be updated on the Pre-Proposal PDF posted on BidNet. The key dates are amended as follows:

- **Last Day to Submit Questions through BidNet**
  - **June 30, 2022 by 2:00 PM** Denver Local Time; submit to <https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>
- **Proposal Due Date**
  - **July 13, 2022** by 2:00 PM Denver Local Time
- **Please monitor the BidNet website for project updates,** <https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

#### Questions & Answers

Addendum 1 provides a response to the sole vendor question received to date in BidNet. This Q&A Document 1 is attached. A final addendum will be issued following the deadline for questions due on Thursday, June 30, 2022, by 2:00 PM Denver Local Time.



The total number of pages (including cover sheet) contained in this Addendum Number One is Four (4).

\* \* \* \* \*

*End of Addendum Number 1.*

## Questions & Answers - 1

**Project** 202262810 - On-Call Airfield Construction Services  
**Buying Organization** City and County of Denver Department of Aviation

No	Question/Answer	Question Date
Q1	<p><b>Question: Proposal Due Date</b></p> <p>Would DEN be willing to extend the proposal due date by a week in order to avoid potential PTO (vacation) scheduling conflicts resulting from the Independence Day holiday?</p> <p><b>Answer:</b> The deadline for proposals and questions has been extended. The new due date for Questions will be Thursday, June 30, 2022 by 2:00PM Denver Local Time. The new due date for Proposals will be Wednesday, July 13th by 2:00PM Denver Local Time.</p>	06/10/2022



July 1, 2022

**Denver International Airport**  
**ON-CALL AIRFIELD CONSTRUCTION SERVICES**  
**RFP NO. 202262810**  
**ADDENDUM NUMBER TWO**

This Addendum Number 2 supersedes and/or supplements all portions of the Bid Documents with which it conflicts.  
**Bidders must acknowledge receipt of this addendum on Attachment 1, Part 1 of the Bid Forms.**

*Shelley Berry*

Shelley Berry  
Contract Administrator  
Contract Procurement



**ON-CALL AIRFIELD CONSTRUCTION SERVICES**

**RFP NO. 202262810**

**ADDENDUM NUMBER TWO**

**Scope of this Addendum**

Addendum Number 2 includes modifications to the following Bid Documents issued June 8, 2022. These modifications are deemed necessary by the City and County of Denver.

**QUESTIONS AND ANSWERS**

Addendum 2 provides responses to the remaining questions received by the deadline. This Q&A Document 2 is attached.

The total number of pages (including cover sheet) contained in this Addendum Number Two is Four (4).

\* \* \* \* \*

*End of Addendum Number 2*

## Questions & Answers - 1

**Project** 202262810 - On-Call Airfield Construction Services  
**Buying Organization** City and County of Denver Department of Aviation

No	Question/Answer	Question Date
Q2	<p><b>Question: Positions - Rates &amp; Markups</b>  Please confirm what is to be entered in Section A - Position on the Schedule of Rates &amp; Markups Form?  Is it to be a person, burdened hourly rate, or both?</p> <p><b>Answer:</b> Section A should include both.</p>	06/27/2022
Q3	<p><b>Question: Yearly Update</b>  Will the contractor be allowed to update Core Staff rates each year? The contract states it "May" be allowed, can you please confirm Core Staff rates will be allowed to be adjusted with inflation on the anniversary of the contract?</p> <p><b>Answer:</b> Core Staff rates establish the initial rate. We will revise the contract during negotiation to contain a 3% maximum annual increase.</p>	06/27/2022
Q4	<p><b>Question: Core Staff Markup</b>  Can you please confirm where between Exhibit K, Exhibit L, &amp; the Schedule of Rates &amp; Markups that Core staff markup is to be applied? It does not appear that Section B "Labor Markup" is applied to the core staff.</p> <p><b>Answer:</b> Use Exhibit K to determine your mark-up (multiplier) and apply in the multiplier column in Exhibit L.</p>	06/27/2022
Q5	<p><b>Question: MWBE Participation</b>  Will each task require separate MWBE documentation be completed with pricing?</p> <p><b>Answer:</b> MWBE goal applies to the cumulative performance for the contract duration, not per task.</p>	06/27/2022
Q6	<p><b>Question: Exhibit L Employees</b>  Is the contractor to list all potential employees who may be identified as "Core Staff" and used on individual Task orders on Exhibit L?</p> <p><b>Answer:</b> Yes, the contractor is to list all potential employees who may be identified as Core Staff.</p>	06/27/2022
Q7	<p><b>Question: Non-MWBE Subs</b>  Since this is an On-Call RFP with widely variable project types and unknown costs please advise how the contractor is supposed to fill out the List of Proposed Non-MWBE Subcontractors?</p> <p><b>Answer:</b> Fill the list with what Non-MWBE contractors you have identified and are committed to use if the appropriate scope is included in a task order. If individual scopes of work require additional or different subcontractors, you will be able to add those for the applicable task order.</p>	06/27/2022

No	Question/Answer	Question Date
Q8	<p><b>Question: DSBO Form 1B</b></p> <p>Since this is an On-Call RFP with widely variable project types please advise how the contractor is supposed to fill out Form 1B and commit to MWBE Subs and Suppliers?</p> <p><b>Answer:</b> When completing the 1B, the Prime must choose their certified subs based on the scope of work outlined in the RFP and those certified subs must be utilized in meeting the overall goal of the project and completion of the contract. If additional scopes are identified in a task order and a MWBE subcontractor not identified on your list is necessary, you will be able to add this subcontractor during the contract. When and/or if additional subs are added, an updated 1B and an LOI for each sub must be attached to the task order.</p>	06/27/2022
Q9	<p><b>Question: Exhibit K Clarification</b></p> <p>Our audited financial statement does not show a full breakdown of Fringe Benefits as shown in Exhibit K, instead lines 13-21 are consolidated into a single number. Is it acceptable to utilize our Total Fringe value and modify the Exhibit K to show the information requested? If utilization of "Total Fringe" from our financial statement cannot be utilized would it be acceptable to estimate a breakout of Fringe Rates to come up with a total percentage that matches our financial statement?</p> <p><b>Answer:</b> A contractor may utilize the attached Fringe Benefit Spreadsheet to estimate their fringe benefits on an individualized basis. This is for an estimate only, as the amounts are dependent upon fringe approval. Approval requires that benefits meet our minimum standards and sufficient backup documentation is provided.</p>	06/27/2022



**FLATIRON**

**Denver International Airport**

# **On-Call Airfield Construction Services**

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**Response to RFP:**  
#202262810

**Submitted:**  
13 July 2022



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4. Key Personnel & Ability to Respond
5. Demonstrated Experience/Past Performance
6. Equipment & Availability
7. Additional Information

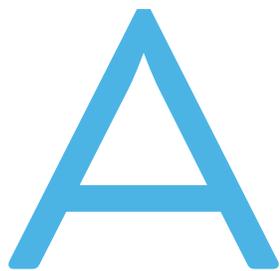
C. Resumes and Required Proposal Forms

D. DSBO Forms

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F. Financial Forms (submitted separately)

**FLATIRON**



Cover Letter

**FLATIRON**

**July 13, 2022**

Shelley Berry, Contract Administrator  
Denver International Airport  
8500 Peña Boulevard, Room 8810  
Denver, CO 80249-6340

**Re: Request for Proposals for RFP No. 202262810 – On-Call Airfield Construction Services**

Dear Shelley Berry and Selection Committee,

Denver International Airport (DEN) is currently the sixth busiest airport in the United States—with plans for continued growth. Flatiron understands that maintaining safe operation and a high level of service on the airfield infrastructure is key to airport operations and the customer experience.

Flatiron Constructors, Inc. (Flatiron), formally expresses our interest in providing construction services for Contract No. 202262810, On-Call Airfield Construction Services (Project). Our team has reviewed the Request for Proposal (RFP) in its entirety and fully understands the scope of work to be completed under this contract. Furthermore, our team understands the dynamic nature of the on-call contract format, and is committed to working with DEN throughout the entire process to ensure the project goals and expectations are met. Our team, led by Stephen Wheeler, with support of Grant Johns, is fully committed to ALWAYS providing a dedicated team of key personnel to handle any project and ensure the work is completed, with the utmost quality, on time and on budget. Our key personnel are 100% fully committed to all task orders presented by DEN.

*Having successfully delivered 20 projects at DEN over the past seven years, with another 11 projects ongoing, our team understands how to operate inside an active airfield.* We are familiar with DEN's expectations, and know how to effectively engage DEN's stakeholders and how to construct work within FAA specifications. We are committed to delivering a quality project that meets or exceeds DEN's expectations. Flatiron's proposal demonstrates our team's qualifications to perform the work on the Project, and will address the following topics as requested by DEN.

**COST-EFFECTIVENESS**

Our team understands that projects Airside at DEN require unique coordination with adjacent airport operations in order to prioritize public safety and ensure DEN's stakeholders (airlines and concessionaires) remain unaffected. Our goal during construction will be to streamline the planning process by tailoring Flatiron's existing work plans to meet the needs of each task order, as well as engage DEN and your stakeholders throughout the process, minimizing disruptions to the airport and its existing facilities while maximizing efficiencies. We will ensure that cost effectiveness is maximized, simultaneously meeting quality standards.

**UNDERSTANDING THE PROJECT**

Our team has displayed an ability to successfully perform or manage all of the potential scopes of work listed under the General Statement of Work provided in the RFP. We will leverage our experience to develop solutions and overcome the challenges associated with all proposed task orders.

### KEY PERSONNEL AND ABILITY TO RESPOND

Our key personnel have played a large part in the successful completion of Flatiron's projects in the recent years. They have standing relationships with the DEN Airside engineering team and have displayed a commitment to quality, safety, and success at DEN. In addition to our key personnel, the Flatiron team has established bench strength at DEN, and has more than 25 qualified salaried supervisors, coupled with nearly 100 badged craft employees, ready to assist DEN on any project; big or small.

### EXPERIENCE/PAST PERFORMANCE

As a recognized DEN Contractor, our lessons learned and proven innovations over our completed projects will allow seamless transitions into any task order and let our team effectively partner with DEN, ensuring DEN's expectations are ALWAYS met. With extensive experience working at DEN, specifically Airside, we will continue to look for ways to minimize impacts on DEN operations, ensuring the needs of DEN stakeholders are met first and assuring that the passenger experience is never impacted.

### EQUIPMENT AVAILABILITY

The Flatiron team maintains a full paving spread and batch plant at all times to facilitate our open contracts. We own additional batch plants, paving equipment, and a countless amount of rented and company owned heavy equipment that can be mobilized at a moment's notice to ensure DEN gets the best costs, timeliness, and performance to complete any project. In addition, our team has strong relationships with qualified and badged subcontractors who can provide supplemental services such as electrical-testing equipment so that the airfield lighting systems are always functioning properly.

### PUTTING DEN FIRST

We are excited to collaborate with DEN to successfully navigate this project's challenges and find effective solutions to deliver the highest value project. Our team values our continued partnership with DEN, and our DEN First mentality allows our team to prioritize DEN and your stakeholder's needs and goals. Flatiron will provide the best team, best pricing, and produce the best quality to ensure our relationship with DEN continues to grow. Flatiron wants to be a partner that helps DEN become one of the leading airports in the United States and the World.

Flatiron respectfully request your team's consideration, and looks forward to continuing to build upon our successful working relationship. Should there be any questions about our submission, I (Grant Johns), as always, can be reached day or night at the contact information below.

Thank you for the opportunity to submit this proposal. We certify the truth and correctness of its entire contents. We look forward to the opportunity to perform the on-call construction services for DEN.

Sincerely,



Grant Johns  
Vice President, District Manager, Colorado Division  
720.508.5015 | gjohns@flatironcorp.com



# B

## Proposal Narrative

**FLATIRON**



# COST EFFECTIVENESS/ PRICING

## COST-EFFECTIVENESS AND EFFICIENCY

Over the past seven years, the Flatiron team has successfully completed 20 projects at DEN, ranging from \$685,000 to \$42,405,000. Additionally, Flatiron has achieved the minority/women owned business enterprise (MWBE) goal on each of these projects, some of which required 30% MWBE participation. On each of these projects, our team has proven through a systematic management approach, we can deliver projects on time and under budget, without sacrificing quality.

Our team shares a unified voice in putting DEN First. The Flatiron team is willing to make every effort to work with DEN to ensure that project goals are being met. From our experience at DEN, we have learned how to adapt quickly to changes, and are consistently seeking innovative solutions to issues that may arise.

An example of Flatiron's cost effective approach is from our Gate Apron project(s): we generated over \$2M of cost underruns by working with DEN to optimize the proposed design. DEN was then able to capitalize on these cost savings to replace deficient grease traps on Concourse C, alleviating future maintenance costs. Our range of experience on projects at DEN, many of which we were a subcontractor to other on-call contractors, further demonstrates that no project is too big nor too small for Flatiron.

Flatiron retains all cost reporting documents from our previously completed projects which will help accelerate cost analyses and will provide sound backup during task-order negotiations with DEN and Project Controls. Flatiron will leverage our experience at DEN to apply and prepare estimates for each task order, using historical rates from past projects. This will allow us to expeditiously price task orders, ensuring DEN consistently receives competitive pricing within the prescribed timeline.

To further highlight Flatiron's ability to work efficiently and cost-effectively, we can look at our consistent workflow at DEN over the past five years. Flatiron currently, and has consistently over the last

seven years, has over 100 badged employees. Our existing projects give our team the unique opportunity to share personnel, equipment, and resources as needed on this project. Our backlog at DEN gives us an ability to maintain a large workforce of badged employees at all times, improving our team's responsiveness and alleviating delays and additional expenses of badging—all of which equate to cost savings for DEN.

To summarize our cost effective philosophy, we want to put DEN First. Our team currently has the workforce in place that understands how to work at DEN, and we have the processes in place to ensure total compliance with all regulations. Our skilled craftsmen possess the much needed experience required to understand the logistics of working Airside at DEN. Flatiron understands the importance of being present yet "unseen" in order to minimize the impacts to DEN's operations. Additionally, we have developed a strong bond with many trade partners, all of whom know how to be successful at DEN and are committed to working with Flatiron to deliver successful projects to DEN. We will use the same cost-effective approach that has been displayed on our past projects to ensure our team delivers a quality project that meets DEN's goals.

## PROVEN VALUE

*We have now begun construction on the second phase of the project and Flatiron is again jumping in with an aggressive effort to keep this project ahead of schedule and within budget. It is a pleasure to work with a contractor like Flatiron and I am looking forward to another successful construction season and completing this significant construction project with them.*

— Craig Snyder, PE  
Stantec, Construction Project Engineer

## QUALITY CONTROL PHILOSOPHY

Flatiron's philosophy on quality is do it right the first time, ALWAYS! We emphasize that our team produces comprehensive work plans for each major work activity. Flatiron has successfully completed many of the major scopes of work identified in this RFP under the General Statement of Work. Our team understands DEN's expectations and we will use our past experience and lessons learned to continue to produce high quality work at DEN.

Flatiron's quality philosophy is consistently reiterated with our subconsultants, where our no-compromise approach to quality is routinely incorporated into the project culture. This was demonstrated on Concourse C where Flatiron had hired a subconsultant that was producing work that did not meet DEN's standards and expectations. Flatiron recognized the problem and immediately removed the defective work—requiring no additional expense, scheduled assistance from DEN, or Flatiron internal technical support to our subconsultant prior to restarting work—to ensure full quality compliance moving forward. This proved successful for the remainder of the project. Additionally, Flatiron worked diligently, double shifting and working weekends to mitigate the time spent correcting these issues in order to open gates on time and ensure future phases finished on schedule.

Our crews are taught to punchlist as they go, guaranteeing each phase is completed before moving on to the next. Flatiron will not sacrifice quality for production. Our team operates under the philosophy that we work as a team to develop the plan, work the plan in the field, and check the plan daily. We will collaborate with DEN on every task order to ensure we fully understand DEN's expectations prior to beginning work. Our team develops quality control programs for each project, specifically tailoring it to the client's requirements and scope of work, with the understanding that the Quality Control Plan is a living document and will remain updated to meet the needs of each task order.

Flatiron continues to create quality control checklists that identify testing and inspection hold points. This ensures all quality-control requirements are met and physically signed off by DEN QA, prior to moving to the next operation. Flatiron implemented this process at DEN to ensure our craft employees understood the testing expectations and that all documentation was in place so that the intent of the design was always achieved. Following this process prevents conflicts during operations and minimizes errors and cost impacts due to re-work.

## FLATIRON'S DETAILED WORK PLANS FOR ALL MAJOR WORK ITEMS

- 1 Construction Method Statements detailing the work to be performed and methodology of construction.
- 2 Quality control checklists identifying all required quality specifications, hold points and testing frequencies.
- 3 Comprehensive job hazard analysis detailing all safety concerns, engineering controls and personal protection equipment (PPE).
- 4 All pertinent plan sheets and specifications. These work plans have been, and will be, developed by project superintendents, engineers and subconsultants. This will certify that the people performing the work create the plans, understand expectations, and implement the plans as developed. These plans have been, and always will be, developed with the assistance of Flatiron quality control and DEN quality assurance (QA) and project management staff. No plan is ever put into place without full concurrence and written DEN approval.

### CHOOSING THE RIGHT TEAM

Flatiron lives DEN's values by embodying two simple phrases: put DEN First and Right Size, Right Fit. As mentioned above, our previous experience shows that no job is too small nor too large for our team. We understand the importance of building the right team for each project and managing our team to ensure we do not over extend our internal resources. The key personnel listed in Section 4 of this proposal will provide an initial baseline for the team; however, based on task-order complexity, Flatiron can always supplement the team with additional support, as needed. Vice versa, if a task order is smaller in scope, Flatiron will look to run a leaner supervision team, consequently removing support as needed to reduce overhead costs—as always, reviewing the team composition with DEN prior to implementation.

Flatiron will always analyze each task order and understand the complexities and challenges before selecting the right team. We will assess the benefits of self-perform versus subcontract, and always consider price, resource availability, and experience when making this decision. Additionally, we will look for the most effective way to utilize our vast network of MWBE partners to provide cost-effective, high participation and the best quality. We will always make good-faith efforts in our request for participation from the MWBE community to engage maximum participation. Flatiron identifies scopes of work that provide maximum participation opportunities to qualified MWBE firms and promote opportunities for both large and small MWBE subcontractors to ensure DEN and DSBO goals are met on every task order. Flatiron is fully committed to mentoring MWBE companies that may be new to DEN and support their development to ensure their success working Airside.

After the supervision staff and subcontractors are selected, Flatiron will select the appropriate craft personnel to perform the work. Our team currently has over 100 badged craft personnel who understand how to drive and operate logistically Airside at DEN. This bench strength gives our team the ability to select the right crew for every task and to mobilize on a moment's notice.

### SUBCONTRACTOR MANAGEMENT

Successful subcontractor management starts with selecting the right partner for the job. Flatiron considers the following key factors when selecting our trade partners for each project: safety record; relevant experience; available staff and their experience; past performance regarding quality, schedule, and execution; contract compliance; MWBE participation; and price. We have learned that taking the time to select the right partner up front significantly improves project efficiency and minimizes costly changes and disputes. At Flatiron, we value our local subcontractor community and understand that we cannot successfully complete a project without their expertise. Consequently, we view them as partners on the project. Flatiron will team with our trade partners to develop work plans for all major scopes of work. We will hold planning meetings to review project plans and specifications, ensuring complete understanding by all parties. We will discuss the quality control, safety, traffic control, and environmental compliance requirements for each major work item and clearly identify them in the work plans. After work plans are developed and approved by Flatiron QC and our trade partners, we present the work plans to DEN in a pre-work meeting. Flatiron's project management team and QC reviews the work performed on a daily basis. If issues arise, Flatiron stops work and collaborate with trade partners to develop corrective actions to mitigate further issues prior to continuing.

### UTILIZE LESSONS LEARNED AND OUR COMPETITIVE EDGE

#### **Batch Plant**

As of 2021, Flatiron's on-site batch plant carries six mix designs used extensively for our ongoing work at the airport including: P-153, P-220, P-304, P-308, P-501 and P-601. Although not producing Class E mix at this time, Flatiron is the only contractor to hold a CDOT approved Class E mix design – this high-early concrete mix reaches 3,000 PSI in less than six hours. Our 2016 work on Pēna Boulevard shows our capability to repair, remove and re-pour defective concrete to reopen paving surfaces in an eight-hour shift avoiding public impacts.

### Badged Concrete Mixer Trucks

Our drivers already have badge access and do not require escorts to access jobsites inside the airfield. Using our own mixer trucks provides cost savings compared to third-party trucking companies and will allow us to best control schedules of materials and deliveries.

### Crush & Recycle

Over the past several years, Flatiron has helped DEN create a culture with contractors performing crushing/recycling operations on DEN property, specifically in close proximity to the airfield with no impacts to Landside or Airside traffic. Flatiron has proven to be a contractor that puts DEN First and looks for ways to improve efficiency and cut costs. On our Gate Apron projects, our crews crush existing lime treatment and reuse in our Cement-Treated Subgrade to reduce the needed cement content and reduce costs of construction.

### Self Perform

The ability to self-perform a high percentage of the work, if needed, gives us a unique flexibility over the life of this contract. The Colorado construction market is, and will continue to be, saturated for the foreseeable future. Companies who cannot self-perform specialized scopes of work such as concrete/asphalt recycling will be competing for subcontractor resources which can result in higher prices for DEN.

### Sharing Crew and Equipment

If DEN negotiations are successful, we will manage the construction from either our on-site trailers or via our Colorado Regional Office on Tower Road, **located within 6 miles of DEN**. Using this local office will reduce the need for DEN to provide office space for the On-Call and minimize field-office overhead and temporary facility costs typically incurred at remote project locations. The close proximity to the project creates opportunity for DEN to maximize construction scope afforded within the project's budget. Our team will also look for creative ways to share resources, personnel, and equipment across our other DEN projects, to better utilize indirects and produce economy-of-scale efficiencies to best staff multiple projects. This will provide DEN the best-quality project at the most competitive price.

### PROVEN VALUE: TAXIWAY ECHO ECHO CONSTRUCTION PROJECT



When a change to the Taxiway Echo Echo Construction project's geotechnical requirements was identified after the bid, the Flatiron team took proactive action to analyze the difference, identify potential solutions, and propose a value engineering savings opportunity resulting in \$162k. After working with DEN on the issue, the project team identified additional measures to reduce the initial cost impact by \$300k.

### The Intangibles

Flatiron truly embodies putting DEN First and consistently does whatever is needed to support DEN at all times. A recent example of this is on the *Taxiway Echo Echo Construction Project*, shown in the graphic above.

The longstanding relationship and true partnership that Flatiron brings to DEN provides a competitive edge, as DEN can always trust that we are making DEN a priority at all times.

### Flatiron Technical Services

Flatiron's in-house technical services group, which includes Colorado Professional Engineers, specialized in geotechnical and structural design, are available to assist DEN to optimize design solutions. This group can help improve construction time and cost, minimize risk, and increase safety and quality through smart design. In addition, this group, located in nearby Broomfield, Colorado, can be engaged at a moment's notice to assist in generating temporary shoring, pavement designs, and temporary construction methods to expedite schedules.

# 2

# MWBE EQUITY, DIVERSITY & INCLUSION PLAN (MWBE EDI PLAN)

Over the past seven years, Flatiron has experience on 27 projects at DEN, ranging from \$400K to \$1.1B. Of these 27 projects, Flatiron has never failed to achieve the Minority/Women Owned Business Enterprise (MWBE) participation goal. As an organization, Flatiron is considerate of the importance cultural contributions play in shaping the social and personal wellbeing of our workplace and community. We have external—the MWBE Liaison Program at DEN—and internal—Diversity and Inclusion Growth Group (DIGG) Program—programs in-place to realize this goal.

## MWBE LIAISON PROGRAM/MWBE COORDINATOR

Flatiron’s continuous presence at DEN has led to the development and implementation of its MWBE Liaison Program, which provides oversight and assistance to firms through coaching and mentoring. Led by MWBE Coordinator Reggie Gamlin, the program offers MWBEs support to identify process barriers and tools to control and manage issues, such as change orders, payments, or proper commercial function. This information resource guides MWBEs in doing business at DEN and assists MWBE trade partners from initial solicitation through contract opportunity.

The program begins with post kick-off meetings for all Tier 1 Primes and MWBEs awarded.

This meeting provides direction and clear expectations as part of an on-boarding process that reviews, evaluates and describes each participants MWBE Participation Plan. It is important that we know our Tier 1 Primes’ commitments to MWBE participation and their plans to reach them within their established procurement process.

## DIGG Program

In 2020, Flatiron established an internal DIGG Program focused on creating a prosperous and inclusive culture for all employees. DIGG is developing a new Diversity & Inclusion Strategy that influences the way Flatiron does business, providing programs for personal and leadership development.

DIGG is committed to providing these cultural contributions through four concentration areas that align with DENs MWBE EDI Plan expectations:

1. **Attract.** Focused on attracting diverse candidates by strengthening our relationships with targeted universities and diversifying our employer brand.
2. **In luence Business Strategy.** Our Diversity & Inclusion Strategy policies and procedures are established and integrated into our business model to improve negotiated contract pursuits.
3. **Retain & Advance.** Targeting current employees we offer early, mid and late career planning, as well as inclusive leadership training and women’s leadership experience.
4. **Build Inclusive Culture.** At every level of the organization we are challenging leaders to build an inclusive culture. We have established regional inclusivity groups that look for opportunities to celebrate diversity and discuss inclusion.

## PROVEN MWBE PROGRAM AT DEN



On the Concourse Expansion Projects, Reggie and his team worked with 30+ small businesses to help obtain MWBE Certification. *Today, 12 of those businesses are certified & represented in Denver’s MWBE community.*

**KEY PERSONNEL SUPPORT FOR THE MWBE EDI PLAN**

We are committed to the MWBE EDI Plan, and support DEN's Vision 100 objectives for a more equitable, diverse, and inclusive workforce gathered from the local community. We have been working to continually enhance our MWBE commitment since we began working with DEN in 2015. The names, contact information, and responsibilities for MWBE EDI support personnel are included in Table 2.1.

**MWBE UTILIZATION STRATEGIES**

Our MWBE EDI Plan includes a multi-tiered approach to provide maximum MWBE utilization and participation to support best-for-project requirements. Some key components of this process include:

- Working directly with the procurement team to understand and breakout complete scopes of work to maximize participation by right-sizing work scopes.
- Collaborating with all Tier 1 Primes to understand their small business objectives and provide talented referrals and access to the project database to assist them in realizing them.
- Supporting project notifications and subcontractor outreach efforts.

**Table 2.1: Task Personnel & Their Commitment to the MWBE EDI Plan**

Name & Title	Contact Information & Responsibilities
 <p><b>Stephen Wheeler</b> Project Manager</p>	<p><b><a href="mailto:SWheeler@flatironcorp.com">SWheeler@flatironcorp.com</a>   310.261.0471</b></p> <p>Stephen monitors schedule and budget progress while fostering an inclusive culture. From day one he manages community outreach to make sure we inform and encourage MWBE entity participation. He also manages communications and contract negotiations to confirm fair contracts.</p>
 <p><b>Jeremy Bresina</b> Project Superintendent</p>	<p><b><a href="mailto:JBresina@flatironcorp.com">JBresina@flatironcorp.com</a>   303.931.9496</b></p> <p>Jeremy is essential in task-based project (Task) breakdown, day-to-day activities, training and mentorship of trade craftsman to plan for and deliver the best project outcome that benefits the community as a whole.</p>
 <p><b>Reggie Gamlin</b> MWBE Coordinator</p>	<p><b><a href="mailto:RGamlin@flatironcorp.com">RGamlin@flatironcorp.com</a>   720.208.8932</b></p> <p>Reggie coordinates extensive efforts with primary stakeholders at DEN and is highly involved in verifying our small business community is aware of all contract opportunities. Reggie collaborates with DEN Commerce Hub, the Hispanic Contractors of Colorado (HCC) and the local US DOT office to reach as many new and existing small business owners as possible.</p>
 <p><b>Katie DePorter</b> Outreach/ Community Engagement Coordinator</p>	<p><b><a href="mailto:KDeporter@flatironcorp.com">KDeporter@flatironcorp.com</a>   702.494.8095</b></p> <p>Focused on facilitating effective communication and outreach activities throughout the Project, Katie is the face of Flatiron for the subcontractor and MWBE community. Her ability to effectively communicate and guide everyone through the process is essential to building the best team and guaranteeing success.</p>

TECHNICAL ASSISTANCE & SUPPORT SERVICES

We pursue all reasonable steps to eliminate obstacles to participation, including the following:

Contract Requirements

In meeting contract requirements Flatiron has worked closely with Reggie to implement a strong MWBE Liaison Program that includes: oversight and assistance, MWBE/DBE Participation Plan assistance, program management and training on DEN policies and procedures. This is essential to communicating key on-boarding information for airside construction practices, like: site-specific safety plans, badging and background check requirements, ROCIP Insurance enrollment, responsibilities and mobilization expectations. There are often firms capable of performing work that are unable to achieve the necessary bonding and/or insurance requirements, especially for airport work. This frequently results in a small portfolio of completed work or overall lack of sufficient financial records as required by agencies.

Project Training

We also consider unique training needs that may be required for each Task. On past projects, we have assisted MWBE firms to get project-specific training to increase their capabilities for the work. Other MWBE community resource organizations we partner with include: DEN’s Commerce Hub (DEN’s Business Development Center), Colorado’s Procurement Technical Assistance Center (PTAC) and educational assistance from HCC’s Contractor’s Academy.

PROCUREMENT PROCESS

Our policy, and commitment, is for confirming nondiscrimination in the award and administration of work scopes by creating a level playing field for all MWBEs to fairly compete for subcontracts. When selecting firms, we evaluate their records for safety, quality, qualifications, claims and performance to make a decision in the Tasks best interest. We pursue all reasonable steps to eliminate obstacles to participation, including but not limited to: lower-tier contracting, self-performed work, networking opportunities and bid package alignment.

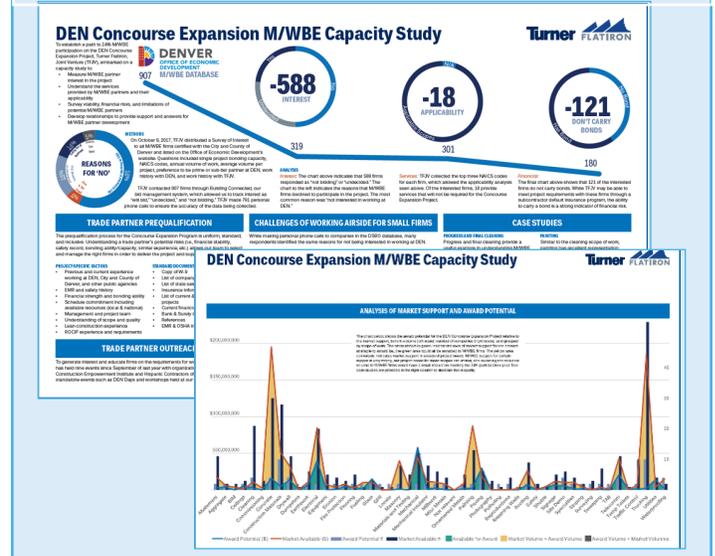
COMMUNICATION AND VENDOR MANAGEMENT

MWBEs are part of ongoing, Task-wide interactions that collaboratively plan and execute work. They are contractually obligated to abide by the same safety, quality, environmental and schedule requirements as everyone else for their respective scope. We coordinate with selected subcontractors in advance of on-site work to verify use of designated ingress and egress points, compliance with staging and laydown requirements, to schedule all site activities and to review schedule and budget details.

Weekly and monthly check-in and reporting with each MWBE is essential to confirm subcontracting requirements are followed and commitments met. Like all other subcontractors, MWBEs are required to submit monthly reports and document payments to lower-tier subcontractors for verification.

STUDYING CAPACITY ON DEN’S CONCOURSE A-WEST & B-WEST EXPANSION

When work first began on this CMAR Project, Reggie and his team of experts developed a Capacity Study that measured MWBE partner interest, the services provided against applicability and surveyed to identify viability and areas of concern. This effort not only compiled a DEN-specific MWBE database, it provides valuable insights into how the MWBE community perceived the work and its unique requirements.



Once a MWBE has completed their work, we support them in performing the closeout process to confirm all project details are adequately captured. This includes mentoring them on how to close out their scope, including quality turnover, final reporting, payment submissions and document control activities.

## PAST PERFORMANCE

As of October 2021, DEN's Concourse A-West and B-West Expansion has awarded 85 First Tier MWBE's as Prime Contractors on CEP projects, making up 37% of the subcontracted services. Of the total project value to-date the MWBE commitment percentage is at 24.07% from the \$177M from first and lower tier MWBE subcontractor participation. This was made possible through our teams' ongoing commitment to reaching out to and engaging with MWBEs to build strong, meaningful relationships.

To help with this process, Reggie created the MWBE Liaison Program. Focused on setting MWBEs up for success, this program helps local small businesses navigate DEN's processes, understand and properly submit DEN paperwork, use LCP Tracker and submit the proper forms for payment. There are also quarterly meetings that require all principals to participate in a discussion about allocations and where the local markets' ability to support upcoming work is measured against firms' capacity. Flatiron also confirms all required Division of Small Business Opportunity (DSBO) paperwork has been completed, tracked and change orders pertaining to MWBE work accounted for at this time.

## FLATIRON'S CULTURE

As an organization, Flatiron is committed to EDI efforts that support the communities we work and live in. These commitments come in several forms, but are all focused on leaving behind positive public impacts, sustainable community improvements and stronger stakeholder relationships. As described at the beginning of the section, Flatiron's MWBE EDI Plan is built to reflect our corporate commitment to diversity or DIGG Program that is built on four major components: (1) Attract, (2) Influence Business Strategy, (3) Retain & Advance, (4) Build Inclusive Culture.

## FUTURE INITIATIVES

**Flatiron is committed to promoting equity, diversity and inclusion internally and externally in the next five years.** Our plan is described in Figure 2.2 and aligns with our DIGG Program.

**Figure 2.2 - Future Initiatives:** Plans for diversity and inclusion growth internally and externally in the next five years.

### ATTRACT

- Attract more diverse candidates
- Strengthen relationships with targeted universities
- Create a more diverse employer brand
- Provide on-boarding support

### INFLUENCE BUSINESS STRATEGY

- Use policies & procedures to execute Flatiron's business model & manage stakeholder relationships
- Improve negotiated contract pursuits
- Increase outreach efforts to build the capacity of our small business trade partners
- Expand our MWBE Liaison Program
- Continue our referral program to get small business firms certified where possible
- Understand MWBE communities capacity & interest through research and analysis

### RETAIN & ADVANCE

- Host inclusive leadership training
- Plan for early, mid and late career progression
- Foster women's leadership experience
- Challenge leaders to build an inclusive culture

### BUILD INCLUSIVE CULTURE

- Use the Inclusive Leader Toolbox
- Celebrate diversity & inclusion
- Maintain regional inclusivity groups
- Continue employee engagement in community contributions where we live and work
- Provide bridge builder-expertise for Bridges to Prosperity Program for communities in need

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

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

Proposer: Flatiron Constructors, Inc. Date: July 13, 2022

Chief Executive Officer  
City and County of Denver  
Business Management Services (Procurement) Office  
Airport Office Building, Room 8810  
Denver International Airport  
8500 Peña Boulevard  
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated June 8, 2022, for RFP NO. 202262810, 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: 1 (6/16/2022); 2 (7/1/2022)

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: Grant Johns

Proposer's Business Address: 385 Interlocken Crescent, Suite 900, Broomfield, CO 80021

E-mail address: mountaincentral@flatironcorp.com

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

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

Proposer Name: Flatiron Constructors, Inc.

Proposer Address: 385 Interlocken Crescent Suite 900, Broomfield, CO 80021

Phone: (303) 485-4050 Fax (303) 485-7684

Email: mountaincentral@flatironcorp.com

Federal Identification Number: 84-1245002

Principal in Charge (Name & Title): Grant Johns, Vice President

Project Manager for this RFP (Name & Title): Stephen Wheeler, Project Manager

Equal Employment Opportunity Officer: Lori Fernandez, Ethics and Compliance Counsel

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

Commercial General Liability - Zurich American Insurance Co.

Professional Liability - Berkley Assurance Company

**Parent Company Information  
(If Applicable)**

Name of Company: Flatiron Construction Corporation (FCC)

Address: 385 Interlocken Crescent Suite 900, Broomfield, CO 80021

Phone: (303) 485-4050 Fax: (303) 485-7684

Contact Person: Todd Bennett

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

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

State of Incorporation: Delaware

**Is this a joint venture?**

- YES
- NO

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

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

Flatiron Constructors, Inc. submitted their annual application for prequalification for the following work categories: 1A Heavy Civil; 1F(2)-Concrete Roadway Paving; 1F(5)-Concrete Pavement Rehabilitation; 1G(1) - Major Bridge Work; and 3C-Concrete Airfield Paving. Our current prequalification ends on June 30, 2022, however, per the attached correspondence from the City and County of Denver, Flatiron Constructor, Inc.'s prequal is still active due to the timely submission of our application.

---

**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 Vice President

Print Name Grant Johns

Date July 13, 2022

**From:** [City and County of Denver](#)  
**To:** [DePorter, Katie](#)  
**Subject:** Denver: Application Received – Flatiron Constructors Inc  
**Date:** Friday, July 8, 2022 2:22:18 PM

**CAUTION: This email came from outside of the organization. Think before clicking on links and attachments.**



**Krystal Guerra (City and County of Denver)** has sent you the message included below.  
Reference Number: **07155629-0001**

[View/Reply Message](#)

DO NOT REPLY TO THIS EMAIL. YOU MUST LOGIN TO REPLY.

Hello,

**Thank you for submitting your updates to the application that I required. Currently, we are reviewing a high volume of applications and it may take a few weeks for your application to go in front of the Board. Once the Board has reviewed your application and a decision has been made, I will reach out via B2G. If your prequalification ends on June 30, 2022, your prequal is still active due to the timely submission of your application.**

**Please email me at [doti.prequal@denvergov.org](mailto:doti.prequal@denvergov.org) if you have any additional questions.**

**Thank you for your patience.**

[View/Reply Message](#)

If you have any questions, please email us at [denver@mwdbecom](mailto:denver@mwdbecom).

**City and County of Denver**  
Office of Economic Development  
<http://www.denvergov.org/oed>  
<http://denver.mwdbecom>

**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 Flatiron Constructors, Inc. (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 Vice President

Print Name Grant Johns

Date July 13, 2022

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.

Please see attached list regarding any legal or administrative proceedings.

\_\_\_\_\_  
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**CONFIDENTIAL/PRIVILEGED**

Flatiron Constructors, Inc.'s ("Flatiron") focus is on client relationships and our commitment to excellence. However, as with any general contractor with a volume of business consistent of Flatiron's size, claims leading to litigation and arbitration may occur. We have no litigation or arbitration which could, if adversely determined, have a material adverse effect on the solvency of Flatiron.

**Litigation and Arbitration\* Over Past Five Years ≥ \$50,000:**

**Name of Matter:** Van's Equipment v. Cherry Creek Recycling; Flatiron Constructors; et al. -- Bond Claim (Pena)

**Date Commenced:** 12/19/2016

**Jurisdiction / Docket No.:** 2016CV34309, Denver City and County District Court, State of Colorado

**Parties:** Van's Equipment Denver LLC v. Cherry Creek Recycling, LLC; Asset Acquisition Authority, Inc. d/b/a Regional Transportation District; Denver Transit Constructors, LLC; Zurich American Ins. Co.; Travelers Casualty and Surety Co.; Federal Ins. Co.; Liberty Mutual Ins. Co.; City and County of Denver; American Southern Home Ins. Co. and Flatiron Constructors, Inc.

**Issue:** Action filed by second tier subcontractor against Flatiron and its subcontractor for payment against bond.

**Public/Private & Claim Amount:** Public; <\$100k

**Status:** Settled and Dismissed.

**Name of Matter:** Site Development v. Consulting Engineers; URS; Flatiron Constructors et al. -- Bond Claim (I-405)

**Date Commenced:** 02/15/2017

**Jurisdiction / Docket No.:** 18-2-00602-34, Thurston County Superior Court, State of Washington

**Parties:** Site Development Associates, LLC d/b/a SDA Engineers v. KPFF, Inc. d/b/a Consulting Engineers; URS Corp.; Flatiron Constructors, Inc.; WA State Dept. of Transportation; Liberty Mutual Ins. Co.; Travelers Casualty and Surety Co. of America; Fidelity and Deposit Co. of MD/Zurich American Ins. Co.; Federal Ins. Co.; The Continental Ins.; XL Specialty Ins.

**Issue:** Action filed by Subcontractor for claim against bond.

**Public/Private & Claim Amount:** Public; \$100k - \$1M

**Status:** Settled.

**Name of Matter:** Flatiron Constructors, Inc. v. Transystems Corp. (Carolina Bays)

**Date Commenced:** 4/26/2018

**Jurisdiction / Docket No.:** 2018CP2602633, Horry County Court of Common Pleas, State of South Carolina

**Parties:** Flatiron Constructors, Inc.; Transystems Corporation

**Issue:** Flatiron claims damages from Owner's representative.

**Public/Private & Claim Amount:** Public; >\$10M

**Status:** Ongoing.

**Name of Matter:** William D. Hillen, a Corporation v. Flatiron Constructors, Inc.

**Date Commenced:** 8/30/2018

**Jurisdiction / Docket No.:** 2018CV31536; District Court, County of Adams, State of Colorado

**Parties:** See above.

**Issues:** Action filed by subcontractor arising out of its performance.

**Public/Private & Claim Amount:** Public; \$100k - \$1M

**Status:** Settled.

**Name of Matter:** Horizontal Boring v. Flatiron Constructors, Inc. et al.

**Date Commenced:** 12/06/2018

**Jurisdiction / Docket No.:** 2018CV34516, District Court, County & City of Denver, State of Colorado

**Parties:** Horizontal Boring; Flatiron Constructors, Inc.; Liberty Mutual Insurance Company; Travelers Casualty and Surety Company of America; Fidelity and Deposit Company of Maryland Zurich American Insurance Company; Federal Insurance Company; Pacific Indemnity Company; The Continental Insurance Company; Berkshire Hathaway Specialty Insurance Company.

Issues: A boring subcontractor, who was default terminated by Flatiron, claims their boring efforts were impacted by poor permeation grouting. Flatiron has counterclaimed for damages incurred to address the subcontractor's failure to perform. Settled summer 2019.

Public/Private & Claim Amount: Public; \$100k - \$1M

Status: Settled.

Name of Matter: Flatiron Constructors, Inc. v. Lexington Insurance Company (I-85/385)

Date Commenced: 3/29/2019

Jurisdiction / Docket No.: Arbitration: 2020-0257A, Judicial Arbitrator Group, Inc.; 2019CV30151, District Court, Broomfield County, State of Colorado

Parties: See above.

Issue: Breach of contract action for insurance coverage relating to design claims.

Public/Private & Claim Amount: Public; \$1M - \$10M

Status: Active (Arbitration).

Name of Matter: Tampa Tank v. Flatiron Constructors – Bond Claim (Carolina Bays)

Date Commenced: 4/03/2019

Jurisdiction / Docket No.: 19-CV-00986-DCC; USDC for the South Carolina Florence Division

Parties: Florida Miscellaneous Steel Products, Inc., d/b/a Florida Structural Steel; Tampa Tank & Welding, Inc., d/b/a Tampa Tank, Inc.; Flatiron Constructors, Inc.

Issues: Steel fabricator and erector asserted claims against Flatiron Constructors, Inc. for monies allegedly owed for work performed. Flatiron Constructors, Inc. counterclaimed for impacts suffered due to Plaintiffs' poor performance. Settled in January 2020.

Public/Private & Claim Amount: Public; \$100k - \$1M

Status: Settled.

Name of Matter: Industrial Steel Construction Inc. v. Flatiron Constructors, Inc. (Wellsburg Bridge)

Date Commenced: 8/9/2019

Jurisdiction / Docket No.: American Arbitration Association (West Virginia)

Parties: Industrial Steel Construction Inc.; Flatiron Constructors, Inc.

Issue: Breach of contract (Purchase Order) – declaratory Judgment. Settled Sept. 2019.

Public/Private & Claim Amount: Public; \$1M - \$10M

Status: Settled.

Name of Matter: Arrow Electric Service, Inc. v. Flatiron Constructors, Inc. et al.

Date Commenced: 11/12/2019

Jurisdiction / Docket No.: 2019CV30704, District Court, Pueblo County, State of Colorado

Parties: Arrow Electric Service, Inc., Flatiron Constructors, Inc., Liberty Mutual Insurance Company, Travelers Casualty and Surety Company of America, Continental Insurance Company, The Continental Insurance Company, Federal Insurance Company, Fidelity and Deposit Company of Maryland, Zurich American Insurance Company, XL Specialty Insurance Company, and Berkshire Hathaway Specialty Insurance Company

Issue: Subcontractor alleged Flatiron owed it monies for work performed; Flatiron had counterclaim for impacts caused by subcontractor's performance. Settled in the Spring of 2020.

Public/Private & Claim Amount: Public; \$100k - \$1M

Status: Settled.

Name of Matter: Strobert Tree Services, Inc. v. Branch-Flatiron Joint Venture

Date Commenced: January 31, 2021

Jurisdiction / Docket No.: CL20-230, Roanoke City Circuit Court, Commonwealth of Virginia

Parties: Strobert Tree Services, Inc.; Branch-Flatiron Joint Venture; Branch Civil, Inc.; Flatiron Constructors, Inc.

Issue: Subcontractor alleged breach of contract by not providing access to project as contemplated; settled shortly thereafter via termination of contract.

Public/Private & Claim Amount: Public; \$100k - \$1M

Status: Settled.

Name of Matter: Blue Ribbon Staffing, Inc. v. Flatiron Constructors, Inc et al.

Date Commenced: 4/23/2020

Jurisdiction / Docket No.: 5:20-cv-00686-RBF; U.S. District Court for the Western District of Texas San Antonio Division

Parties: Arrow Electric Service, Inc., Flatiron Constructors, Inc., Liberty Mutual Insurance Company, Travelers Casualty and Surety Company of America, Continental Insurance Company, The Continental Insurance Company, Federal Insurance Company, Fidelity and Deposit Company of Maryland, Zurich American Insurance Company, and Berkshire Hathaway Specialty Insurance Company

Issue: Plaintiff alleged it provided services to a subcontractor of Flatiron who was terminated. Plaintiff alleges it was not paid. Flatiron and its bonding company denied the claim.

Public/Private & Claim Amount: Public; \$100k - \$1M

Status: Dismissed.

Name of Matter: Flatiron Constructors, Inc v. Colorado Department of Transportation

Date Commenced: 11/10/2020

Jurisdiction / Docket No.: 01-20-15-6573, American Arbitration Association

Parties: Flatiron Constructors, Inc. and Colorado Department of Transportation

Issue: Dispute with Owner regarding impacts arising from failure of Owner to obtain Right-of-Way.

Public/Private & Claim Amount: Public; >\$10M

Status: Pending (Arbitration)

Name of Matter: Brayman Construction Corporation v. Flatiron Constructors, Inc.

Date Commenced: 12/7/2021

Jurisdiction / Docket No.: 21-CVS-19496, County of Mecklenburg, State of North Carolina

Parties: Brayman Construction Corporation; Flatiron Constructors, Inc.; Blythe Development Co.; Flatiron-Blythe Development, a Joint Venture; Liberty Mutual Insurance Company; Travelers Casualty and Surety Company of America; Fidelity and Deposit Company of Maryland/Zurich American Insurance Company; Federal Insurance Company; The Continental Insurance Company and XL Specialty Insurance Company

Issue: Plaintiff claims breach of contract and unpaid sums.

Public/Private & Claim Amount: Public; \$1M - \$10M

Status: Active

\*Above does not include insured personal injury or auto-related death, litigation/arbitration involving joint ventures or employment related litigation.

**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 13 day of July, 2022

Proposer Company Name: Flatiron Constructors, Inc.

Proposer Business Address: 385 Interlocken Crescent, Suite 900

City, State, Zip Code: Broomfield, CO 80021

Telephone Number: (303) 485-4050

Fax Number: (303) 485-7684

Social Security or Employer ID No.: 84-1245002

ATTEST:

(Corporate Seal Here)



PROPOSER'S SIGNATURE:

*Grant Johns*

Grant Johns, Vice President

Printed Name

*Kevin McCormick*

~~Secretary's Signature~~ Division Finance Manager

Kevin McCormick

Printed Name

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

Proposer Company Name: Flatiron Constructors, Inc.

RFP Name: On-Call Airfield Construction Services

RFP No.: 202262810

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 MWBE Subcontractors, the Proposer agrees not to subcontract any of the work assignment identified for that subcontractor until the Proposer has advised the SVP of 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: _____		

Flatiron Constructors, Inc. will provide omitted information as task-based details are released and estimated.

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: July 13, 2022

Proposer Company Name: Flatiron Constructors, Inc.

By:  Grant Johns

Title: Vice President

**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.

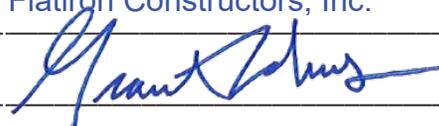
Equal Opportunity Report Statement as Required in 41 CFR 60-1.7(b)

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 X developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.  
[Please see Exhibit A: EEO Report Statement.](#)
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: July 13, 2022

Proposer Company: Flatiron Constructors, Inc.

By:  Grant Johns

Title: Vice President

## EXHIBIT A – EEO REPORT STATEMENT

July 13, 2022

Reference Page 50 – Attachment 1, Part 7 – Equal Opportunity Report Statement

Question 1 – Please see the following:

It has been interpreted that 41 CFR 50-1.40 and 41 CFR 60-2 apply to “non-construction contractors” and not "construction contractors". However, it is essential to note that Flatiron complies with Executive Order 11246 as listed in 41 CFR 60-4 and regularly passes EEO compliance audits on DOT projects nationwide. We absolutely have a very strong EEP and Affirmative action plan and policy in place for all of our projects and offices and can provide it upon request.

**IX. ATTACHMENT 3, FORM W-9**

## **FORM W-9**

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

These pages are not included in the page numbering of this 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) <b>Flatiron Constructors, Inc.</b>		
	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <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.) <b>385 Interlocken Crescent, Suite 900</b>	Requester's name and address (optional)	
	City, state, and ZIP code <b>Broomfield, CO 80021</b>		
List account number(s) here (optional)			

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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									
8	2	-	1	2	4	5	0	0	2

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>7/13/2022</b>
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### 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](http://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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Part II. Certification**

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

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

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

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

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

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

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

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

**What Name and Number To Give the Requester**

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

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

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

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

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

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

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

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

**XIII. ATTACHMENT 7, CERTIFICATE OF GOOD STANDING**

## **CERTIFICATE OF GOOD STANDING**

Please submit a Certificate of Good Standing  
from the Office of the Secretary of the State of Colorado  
for the proposing entity.

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,

FLATIRON CONSTRUCTORS, INC.

is an entity formed or registered under the law of Delaware, 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 20011042545.

This certificate reflects facts established or disclosed by documents delivered to this office on  
paper through 07/01/2022 that have been posted, and by documents delivered to this office  
electronically through 07/05/2022 @ 15:57:37.

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 07/05/2022 @ 15:57:37 in accordance with applicable law.  
This certificate is assigned Confirmation Number 14139831.



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."*

# 3 UNDERSTANDING OF THE PROJECT

## GENERAL STATEMENT OF WORK

The project will provide construction related tasks, primarily on the airfield (not including structures). These tasks will include, but are not limited to: demolition; earthwork and turf; concrete paving, asphalt paving; special structures (i.e. manholes and retaining walls); fencing; drainage, erosion controls and utilities; lighting and signage; pavement marking; spall and joint repair; joint and crack sawing, routing and sealing; traffic control and haul route monitoring; and mobilization.

## UNDERSTANDING OF SCOPE

Flatiron understands the potential types of projects this contract may include and is highly confident in our capabilities to self-perform or manage specialized subcontractors to perform any scope of work listed or that may be required in the RFP. As each task order is issued, our team will be actively engaged in the development of each cost estimate and work with DEN to best meet the needs of each individual task order. This will allow the team to identify project specific challenges early on in the process and begin developing innovative solutions to tackle those challenges.

The Flatiron team has executed a wide variety of projects with DEN that have all included demolition, earthwork, concrete paving, asphalt paving, special structures (manholes, vaults and retaining walls), fencing, drainage, erosion control, utilities, lighting and signage, pavement marking, spall and joint repair, joint and crack sawing, routing and sealing, traffic control and haul route monitoring. As demonstrated through our successfully completed projects and current contracts with DEN; our track record of success is proven. As detailed below and throughout our proposal, it will clearly be evident that our proposed team has the knowledge and expertise to execute and manage all of the scopes of work listed in the RFP as well as many that are not listed.

Flatiron completed the Runway 7/25 Complex Lighting and Pavement Rehabilitation projects at DEN which encompassed all of these scopes of work under a tight, 90-calendar day runway closure. The major

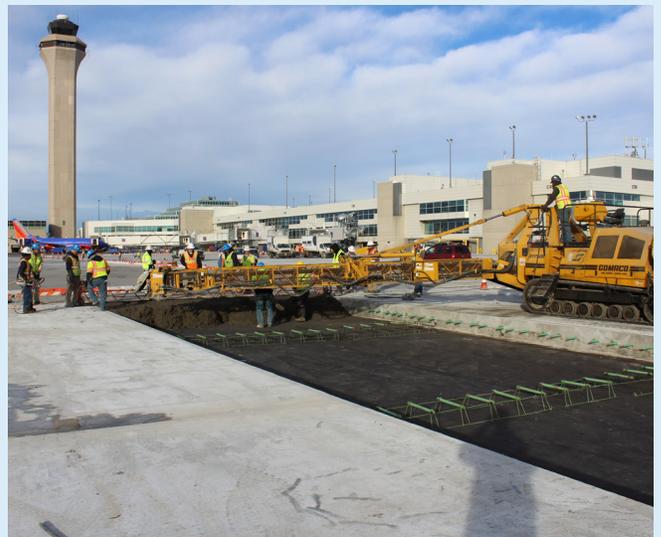


## DENVER GATE APRON REHAB PROJECT

DENVER INTERNATIONAL AIRPORT

*At the onset of this project, there were several events that highlighted [the Flatiron team's] communication skills, eagerness for collaboration, and thorough documentation, including a non-performing subcontractor and a subcontractor unable to finish their scope of their work. [The Flatiron team] worked closely with the Division of Small Business Opportunity at DEN to rectify any outstanding issues regarding these subcontractors, not only to the benefit of Flatiron Constructors and their goals, but to also ensure the project could be successful and to meet the expectations of DEN.*

—Michelle H. Martin, PE Landside Engineering Supervisor



scopes of work completed included demolition of 9,500 SY of concrete over 4,500 CY of concrete paving placed by both machine and hand, asphalt paving, replacement and retrofit of existing lighting and signage systems, and large quantities of spall and joint repairs, as well as joint and crack sealing. During the 90-day closure, we had to rely heavily on our relationships with subcontractors to ensure timely completion of the work. Several of our key subcontractors on the project were working overtime and night and weekend shifts to keep pace with our schedule, which allowed us to finish the project on time.

Flatiron has experience with all of the scopes of work listed on the RFP on multiple projects at DEN, from our experience as a joint-venture partner on the \$940M Concourse A-West & B-West expansion to our simultaneous experience working as a subcontractor at the Concourse B-East & C-East. The latter project provides a perfect example of our capability: when work on Taxiway Kilo was added to the project scope, Flatiron was selected to perform the work and dedicated resources to procure materials early and at-risk and deliver each phase of the work at least 24 hours early, culminating in delivery a full two weeks ahead of schedule. Our team met these deadlines while also coordinating tie-ins, cutover points, and phasing turnovers with another subcontractor. To demonstrate our ability to complete a versatile array of scopes, Flatiron managed the installation of new in-ground jet fuel pits for all new gates at Concourse A-West & B-West, new de-icing facilities at the west end of each concourse, and new ramp and taxiway lighting in addition to the replacement of various airfield structural sections. On our Jet Fuel Relocation project, the Flatiron team constructed two new cast-in-place jet fuel vaults in a 20-ft deep supported excavation, mitigating groundwater impacts and completed the work safely without incident.

With the possibility that many of the task orders under this contract will require work to be completed at night, Flatiron brings a wealth of experience coordinating closures with DEN Operations to complete tasks at night. During the past five seasons of ongoing work on runway and airfield rehabilitation

projects, Flatiron has demonstrated a fundamental understanding of performing operations under temporary closures. Working around active DEN gates on the GARDI Phase 2 CMGC project during the holiday season, the Flatiron team used day and night operations for multiple weeks to meet airline schedule demands. This experience continues on recent projects to meet schedule demands and to complete tie-ins at critical interface points on Runway 16R-34L and working in limited 23:00 - 05:00 work windows for site exploration and investigation on Taxiway Echo Echo.

Our experience at DEN spans seven years, 20 successfully completed projects, and includes a variety of ongoing projects. Working at DEN is our business; we understand that working at DEN and especially Airside, requires prior proper planning and successful execution of that plan. Airside construction requires extensive knowledge of the airport intricacies, especially at one of the busiest airports in the country. The knowledge gained over the years provides Flatiron with a distinct advantage; the Flatiron team will spend less time analyzing processes and procedures and more time providing productive solutions. Flatiron will be able to respond quickly and efficiently to any planned or emergency work issued under this contract.

### DEN PROJECT SUCCESS

The 2016, 2018, and 2019 landside pavement rehabilitation contracts were completed on-time, on-budget, and with minimal impact on airport operations. All three had similar needs, enabling DEN and Flatiron to reuse many of the procedures, best practices, and lessons learned to improve productivity, efficiency, and safety.



## Project Complexity and Challenges

Regardless of the contract, there are several challenges we manage while completing work in airports as well as challenges specific to this contract. Our team welcomes challenges and takes pride in successful execution of our innovative and creative solutions. Our local and national experience has allowed us to see and react to most situations that can be encountered in aviation construction. The following are the top six challenges we see in performing services for the On-Call Airfield Construction Contract.

### 1. Working on an Active Airfield

With consistent work on the airfield and gate aprons at DEN, we have understood the complexities and the logistics involved with completing tasks in the restricted access areas. We know the necessity for constant communication between the project team, airport operations, and various stakeholders. Communication will ensure the ongoing needs of the project, safety, and security and is always considered and prioritized against the progress of the construction tasks. Airside traffic and safety are paramount; our staff of active airfield experts understands and maintains the knowledge to execute this obligation. Additionally, Flatiron's primary concern is minimizing foreign object debris (FOD). We are committed to reducing the impact of construction activities on airport operations and making everyone on a Flatiron worksite a FOD inspector, responsible for reducing the potential of debris entering the airfield and interfering with air traffic.

### 2. Difficult Weather Conditions

Flatiron has experience working at DEN during adverse weather conditions, including fog, cold, and snow. We have seen the effects of Surface Movement Guidance Control System (SMGCS) on access to the site. We know the balance between completing a partial work day to meet schedules and halting work for the day to account for the associated costs of lost production. Flatiron understands that DEN's de-icing operations on Oak Hill Street take precedent over construction activities, causing potential delays during the winter months. This knowledge will help mitigate potential delays in operations by rerouting work operations based on the project schedule's needs.

## PROACTIVE ENGAGEMENT

*Flatiron has an attitude of proactive engagement in our projects on Landside and Airside that exceeds the industry standard. They are known for looking ahead to find opportunities to resolve items before they become issues. We look forward to working with Flatiron Constructors, Inc. again.*

—Michelle H. Martin, PE,  
DEN Director of Infrastructure

### 3. Responsiveness and Schedule Management

We understand the task orders under this contract may be planned or unplanned in emergency situations. In either case, Flatiron has the resources of qualified personnel that can be called upon to respond on short notice to complete projects quickly and efficiently. In all cases, we will closely monitor schedule progress via production tracking and quantities of work completed. Our experience in schedule risk mitigation and contingency planning, combined with careful monitoring, will ensure projects are delivered on time, while remaining mindful of the impacts construction will have on airport operations, stakeholders, and traveling public. Flatiron understands DEN's desire to complete projects in a timely manner, as these operations have an influence on other areas not directly connected to the current projects. We have experience in working through the winter months in order to meet project deadlines. On our recent Jet Fuel Relocation project on Concourse A East, we poured concrete in December and utilized ground heaters and concrete blankets to meet the project schedule.

### 4. Maximizing Value

Our goal is to provide DEN with the best value possible and maximize the funds allotted to the program. This begins with our fundamental understanding of each potential scope of work. Flatiron will look to maximize DEN's budget by scheduling productions, leveraging relationships with trade partners, and promoting innovative techniques

and products. Furthermore, Flatiron's Technical Services Group (TSG), housed in Broomfield, CO, is a group of licensed professional engineers that we can engage to optimize design and construction in order to maximize scope, provide the best value, and stay within the fixed limit of construction cost.

### 5. MWBE Participation

With MWBE requirements prevalent on all DEN projects, Flatiron understands the importance of employing certified firms that can meet high safety, quality, and schedule requirements. Over the years of completing quality projects for DEN, we have developed a strong bond with numerous MWBE-certified firms that have proven their ability to partner with Flatiron in completing many of the scopes of work listed in this RFP. We are committed, at a minimum, to meet the participation goal of sixteen percent established for this project by utilizing properly certified MWBE subcontractors and suppliers.

### 6. Task Order Close Out

The Flatiron team selected for this on-call contract has completed numerous projects at DEN and has experience managing projects from the start-up to close out. Our experienced team will diligently work to ensure each task order is completed per project specifications and that DEN is satisfied with our quality product. Our team is intimately familiar with all aspects of the closeout process, including DSBO, ROCIP, and other administrative requirements required at DEN. Closeout starts on day one; our team remains committed to closing the project as we build the work.

### Approaches to Dealing with Problems

Despite every project's best efforts, issues and concerns always arise. Effective partnering with DEN is critical to project success. When disputes arise, we are committed to resolve them based on what benefits the project. Open and honest communication and expedient issue resolution promote continued long-term partnering success.

### Create a Collaborative/Transparent Team

We will create a team culture that engages in open conversation regarding task order execution (constructibility, reviews, material procurement, cost, schedule, and third-party issues).

### Be Adaptable

Flatiron is committed to working with DEN in achieving variable funding and scope adjustments with the ability to change direction and deliver quickly.

### Open and Honest Communication

Peer-to-peer, face-to-face communication most effectively resolves project issues; written communication is used to document decisions. Flatiron has found great success with weekly project meetings, open communication with DEN's project management team members, and clear communication on the potential changes of field conditions throughout the life of the project.

### Expedient Issue Resolution

All issues should be immediately identified and resolved quickly at the lowest practical level. This same process is used for both contractor and subcontractor issues, with subcontractor personnel attending appropriate meetings. We commit to communicate issues immediately, and together, develop the best path forward. In our previous experience working with DEN, we successfully resolved issues at the project level by keeping an open mind, working together as a team, and focusing on project goals.

Flatiron's partnering program strives to avoid conflicts, mitigate issues before they arise, and build a culture of teamwork and cooperation—with the core values in mind of staying safe and guaranteeing the successful completion of the project.

## COMMITMENT TO PARTNERING

*[Flatiron's] Refuse to Lose recognition [is implemented] where each week someone from the team is recognized for their outstanding performance... This commitment to partnering and assuring employees were engaged in being excellent members of the team, truly provided results and raised the bar for project partnering.*

— Kara D. Lentz, PE, CCM, LEED AP,  
DEN Senior Program Manager

Disputes can be effectively resolved by putting the project first. Our team supports this concept at all levels of management. Using this principle, we will work together to develop a dispute resolution process, with complete participation by all parties. We will minimize the need for dispute resolution using a risk matrix by identifying potential challenges. We will discuss the risk matrix in weekly meetings with DEN to develop mitigation strategies.

For prior projects at DEN, our team employed effective dispute avoidance and resolution processes. We empower employees at every level to accelerate resolution of issues and conflicts with their DEN counterparts. Using an issue resolution ladder helps to resolve issues in an organized and timely manner. This is accomplished in part by empowering “on the ground” management staff with decision-making ability to resolve issues expediently and at the lowest level of the “ladder” possible.

Our team has a reputation for working collaboratively with DEN and its stakeholders. We strive to prevent problems and build a culture of teamwork which always puts DEN’s priorities first, for successful project completion.

### Sensitivity and Experience

#### Dealing with Key Issues

In our experience with projects of similar scopes of work, the vast majority of issues can be avoided by involving DEN and its stakeholders in the planning process. We will always listen to and address DEN’s input.

The Flatiron team consistently partners with DEN to identify the best possible solutions when issues arise, demonstrating our commitment to a project-first approach. An example of this approach is shown in Figure 3.1.

Lessons learned from previous DEN projects are continually used to better our work planning and operational procedures. On the DEN Gate Apron Rehab Project, the team had a subcontractor incurring quality issues. The team halted work, brought in a 3rd party to provide an unbiased solution for the plan, and used this plan to alleviate future quality concerns. The team then discussed this correction plan in Lessons

Learned Reviews, prior to each succeeding phase of the project. No reoccurring quality issues were incurred for the remainder of the project.

**Figure 3.1** - At the **DEN Concourse A&B West Expansion**, the Flatiron team demonstrated our commitment to provide best value solutions to demonstrate a pattern of successful partnership.



### CONCOURSE A & B WEST EXPANSION

DENVER INTERNATIONAL  
AIRPORT



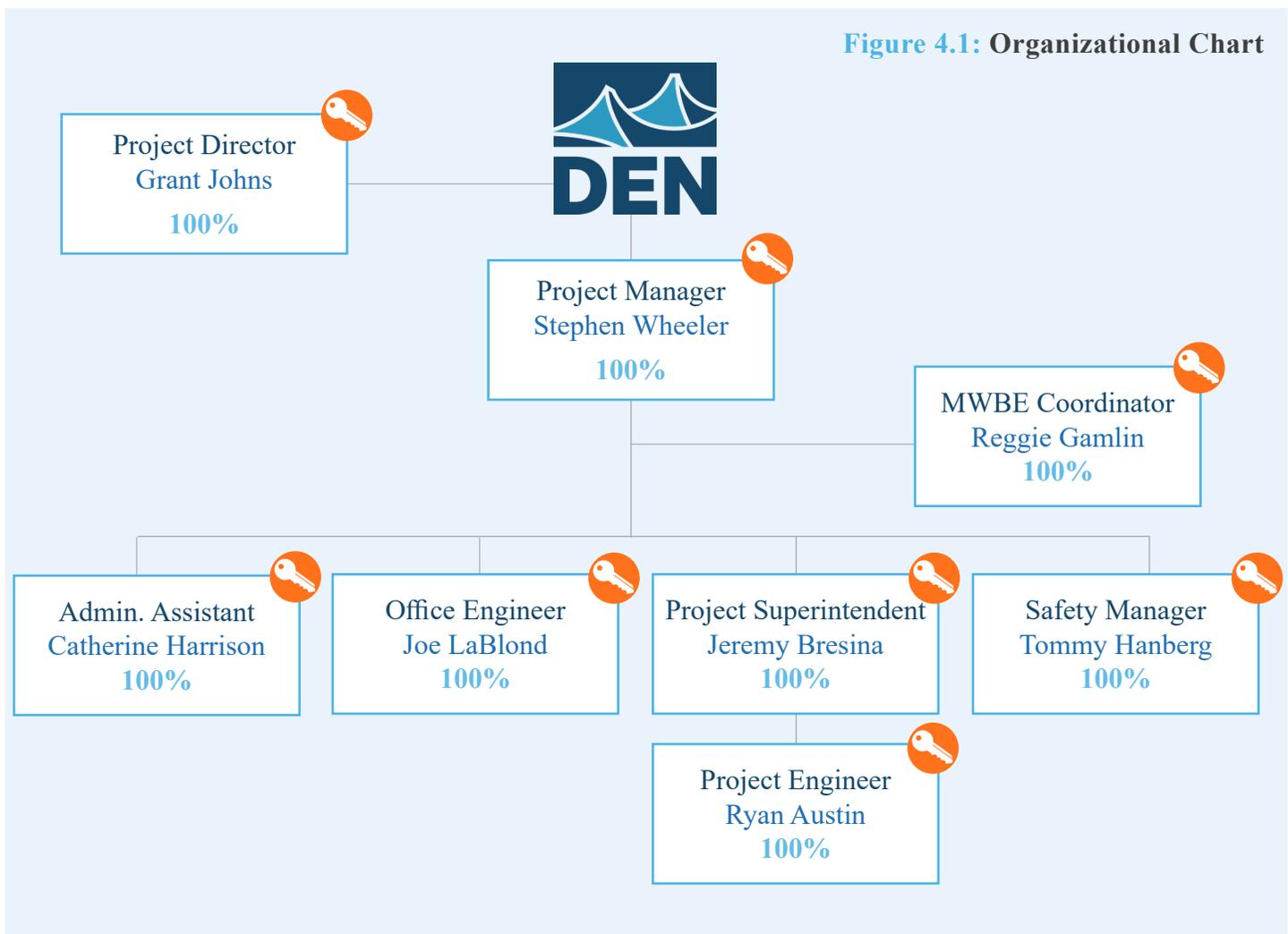
When material from the contractually specified borrow pit did not meet the project specifications, the Flatiron team partnered with DEN to find the best solution for the project. In lieu of removing the out of spec material, Flatiron’s team of subject matter experts analyzed the options to mitigate the issue in lieu of removing and replacing. The value engineering solution identified to import base material to mix with the out of spec material onsite to bring the mixed material up to spec resulted in a savings of over \$200,000, saved time on the project schedule, and avoided the environmental impacts of hauling off and disposing of the original borrow. This instance mirrors the value engineering solution developed by the Flatiron and DEN team on Page 10, and demonstrates a pattern of successful partnership between our organizations.

## 4

# KEY PERSONNEL AND ABILITY TO RESPOND

## DEMONSTRATED EXPERIENCE /PAST PERFORMANCE

Flatiron’s management and organizational structure assures DEN of our commitment to efficiency and consistency for the duration of the On-Call service period. Our best practices have been gained from many years of successfully delivering airport projects and define clear levels of authority, roles and responsibilities, and staff expectations for each position to drive maximum ownership and accountability. This results in cost-effective services for DEN from responsive, experienced staff at all levels—each with the talent and skills required for their assigned tasks. DEN is familiar with members of our team who have key roles on the Project as shown in the following organization chart and biographies.



### Bench Strength

As discussed in Section 2 of this proposal, Flatiron will use the *Right Size, Right Fit* approach when selecting our team. The key personnel summarized above will form the baseline for the Flatiron team on this project, however, if multiple task orders occur concurrently, or the complexity of a task order requires additional project support, the Flatiron team has plenty of badged supervision staff that are qualified to step in and provide support at a moment’s notice.

**KEY PERSONNEL**

Listed below is a summary of the key personnel and their roles on this project. Resumes are included in Section C.1. **Our key personnel will be 100% dedicated, as needed for all on-call assignments.**



**Grant Johns**  
*Project Director*

Grant will ensure that DEN is our first priority and that all project expectations are being met. He has 25 years of experience managing projects totaling more than \$3.5 billion and is skilled in coordinating with airfield operations and emergency services, and creating and maintaining a high performing team. He is committed to being involved in this project to the level required, as always, his support will be provided at no additional cost to DEN.



**Stephen Wheeler**  
*Project Manager*

Over the past four years, Stephen has successfully completed four projects at DEN, both inside and outside the gate. He consistently meets or exceeds critical schedule milestones to deliver projects on time and under budget. Stephen operates his projects based on Flatiron's philosophy that DEN comes first. He understands how DEN operates and has worked successfully with DEN Airside Engineering and Airport Operations to successfully deliver the Taxiway Echo Echo Construction Project. Stephen will lead the Flatiron team and partner with DEN for overall project success. He will promote efficient communication between Flatiron and DEN throughout the planning and construction process, and will hold quality, safety and environmental compliance in the same regards as quantity.

Stephen will work out of the Colorado regional office. He will be committed to the project full time and will be responsible for overseeing all aspects of the project. This includes work planning, construction, quality management, project controls, subcontractor management and contract administration.



**Jeremy Bresina**  
*Project Superintendent*

Jeremy has been an influential leader on a number of Flatiron's successful DEN projects over the last three years, including Gate Apron Rehabilitation & Drainage Improvements, JFD Relocation Phase 2, and Runway 7-25 Complex Lighting and Pavement Rehabilitation. He has experience managing crews and subcontractors, working on a variety of disciplines, and understands the complexities of working inside the airfield. Jeremy will report directly to Stephen Wheeler and will be on-site full time for the duration of the project. He will be responsible for overseeing all on-site construction operations including scheduling of field staff, subcontractor management, safety, environmental compliance and daily coordination with DEN stakeholders. He will have full authority to stop work if he has reason to believe that any safety and quality standards are not being met.



**Ryan Austin**  
*Project Engineer*

Since Ryan has joined the Flatiron team, he has made a positive impact to Flatiron's Airside team. He has gained a tremendous amount of experience working at DEN and understands how to overcome the day to day challenges of building a project at an operational airport. Ryan will be committed to this project full-time and will report directly to Jeremy Bresina. He will be responsible for developing work plans and ensuring that the work plans are being implemented in the field and quality standards are upheld. Further, he will be responsible for tracking quantities on a daily basis with DEN QA staff. Flatiron strongly believes that agreeing to quantities on a daily basis helps to minimize conflict, saves time, resources, and money for both DEN and Flatiron.



**Tommy Hanberg**  
*Safety Manager*

Tommy works to ensure safety on Flatiron’s Airside projects at DEN by assisting and guiding assigned project safety managers.

He is proficient in DEN’s expectations for safety and understands that a project with no safety incidents equates to cost savings for DEN and Flatiron.

Tommy will be responsible for preparing the Site Specific Safety Plan (SSSP), training all project staff on the SSSP and ensuring that Flatiron and our subcontractors are following the SSSP in our day to day operations. Tommy will report directly to Stephen and will work with Jeremy Bresina to ensure DEN and Flatiron’s safety standards are being met. He will be on-site full time for the duration of the project and will have full authority to stop work if he feels that safety hazards are not being addressed.



**Joseph LaBlond**  
*Office Engineer*

Joseph has worked on numerous DEN projects, both in the field and in the office. He understands DEN’s process and will be a vital part of the Flatiron team. Joseph will report directly to Stephen

Wheeler and will be available as needed to support the project. Joseph’s responsibilities will include assisting the team with project controls, scheduling and planning/coordination. Additionally, Joseph’s engineering background brings a technical component to the Flatiron team.



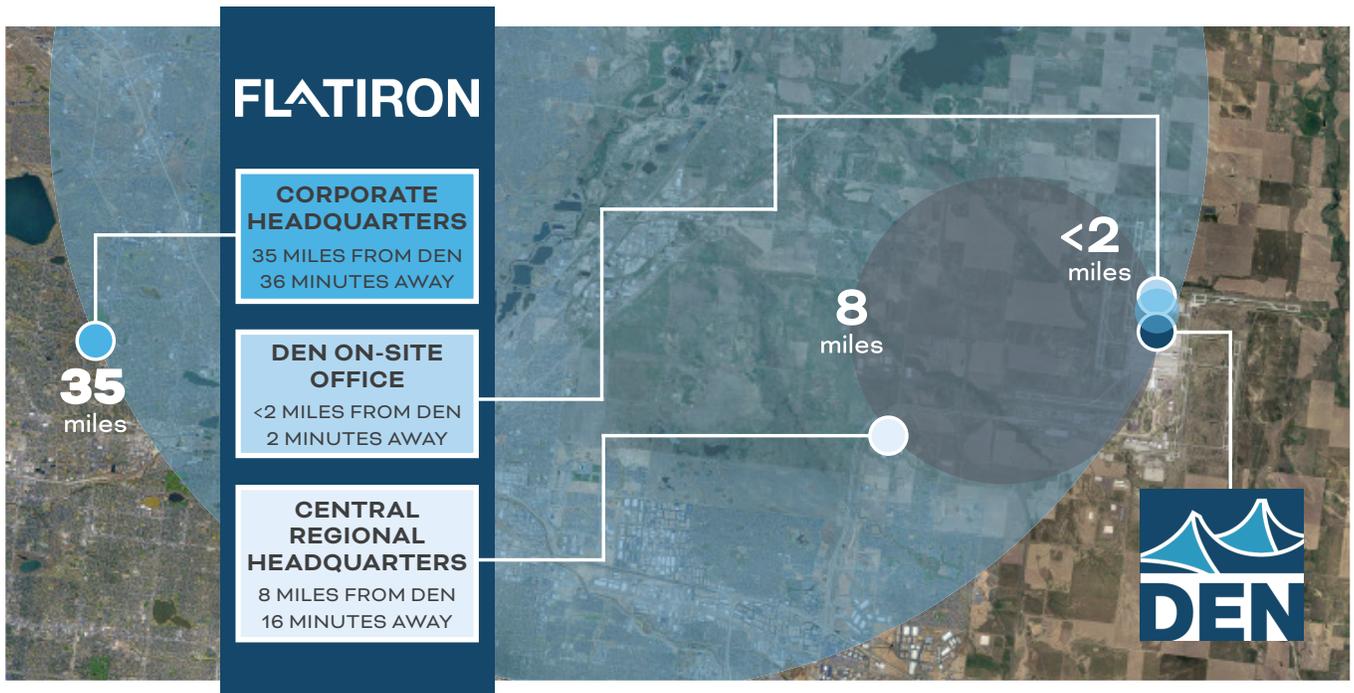
**Catherine Harrison**  
*Administrative Assistant*

Catherine has served as the lead estimating admin on many of Flatiron’s DEN projects. She brings over 25 years of estimating experience, with 20.5 years spent specializing in heavy civil and roadway construction projects throughout Colorado. She is fluent in meeting all requirements of various governmental and federal agencies. She is a resource to both our staff and the many subcontractors and vendors we work with. Catherine will report directly to Stephen and will be available as needed to help ensure success for the project.

**Strong Local Presence**

Flatiron’s team of key personnel is primarily based out of the DEN On-Site Office or our Central Region Headquarters, consistently less than a half hour away from DEN, as shown in Figure 4.2.

**Figure 4.2:** Office Locations





# DEMONSTRATED EXPERIENCE /PAST PERFORMANCE

Flatiron is committed to coordinating with DEN to provide uninterrupted operations that maintain the traveling public's safety, while meeting schedule and quality expectations for each task-based project (Task). Many of our key personnel have worked at DEN and are familiar with the daily flow of operations. They bring working relationships with DEN staff and stakeholders.

## METHODOLOGIES

Flatiron looks forward to partnering with DEN to deliver efficient solutions for airside construction and restorations that respect stakeholder's needs, as well as your vision, schedule and budget for each Task. **We do things right the first time** by relying on our expertise, communicating effectively and stewarding a solution provider mindset. Our experienced team collaborates with MWBE trade partners to deliver Tasks on-time and on-budget.

## CHALLENGES THAT TYPICALLY ARISE

Airside construction operations involve a unique set of challenges that benefit from having a qualified, experienced team. Challenges vary depending on the area of the DEN footprint, and our team has experience developing work plans to account for these challenges including: Coordinating temporary closures, interface with airside stakeholders, maintaining airside badging and licensing compliance, coordinating maintenance of traffic (MOT) and haul route plans, and utility location.

## LESSONS LEARNED

We are proud of our culture of continuous improvement. An essential element is capturing and using lessons learned. All innovations, programs and lessons from past work at DEN, as well as our national roadway and bridge construction is used to eliminate learning curves and ensure DEN's goals are met. That includes our truck route training and safety planning, MOT optimization and one-team solutions that result from lessons learned while **working at 16 airports east of the Mississippi River over the last decade.**

## ASSISTANCE FROM DEN

Projects, renovations, or new construction are complicated regardless of their size and require talented teams to work toward a common goal. As the client, we look to DEN as a collaborative team member who make essential decisions in a timely manner. We will continue to partner with **DEN's Project Management team** for clear expectations and insights into DEN's program, operation, vision and direction for each Task.

## RELEVANT EXPERIENCE

We understand the importance of having the right project experience to deliver these Tasks. We have identified four projects with relevant and similar scope elements to demonstrate our expertise. Highlighted projects include:

1. **Concourse A-West and B-West Expansion**
2. **Gate Apron Rehabilitation & Drainage Improvements (GARDI), Phase 2**
3. **Runway 16R-34L Pavement and Lighting Rehabilitation**
4. **Runway 7-25 Complex Lighting and Pavement Rehabilitation**

Similar scope elements for each project are identified under the **Relevant Features Key:**

- 1 Demolition, Earthwork, Turf, Erosion Control, and Drainage
- 2 Concrete and Asphalt Paving and Repairs
- 3 Joint and Crack Sawing, Routing, and Sealing
- 4 Special Structures, Manholes and Retaining Walls
- 5 Fencing, Signage, and Pavement Marking
- 6 Utilities and Lighting
- 7 Traffic Control and Haul Route Flagging/Monitoring

Flatiron often performs these work scopes using a combination of self-perform and subcontract work, all selected to provide the best value for DEN. We may self-perform concrete work to take advantage of our on-site batch plant while engaging trade partners for specialty scope elements.

## CONCOURSE A-WEST &amp; B-WEST EXPANSION



## RELEVANT FEATURES



## PROJECT DETAILS

<b>Location</b>	<b>Owner Name</b>
Denver, Colorado	Denver International Airport
<b>Owner Contract No.</b>	<b>Position on Project</b>
201631723	Prime General Contractor
<b>Proposed Budget</b>	<b>Actual Budget</b>
\$700M	\$1.125B
<b>Proposed Schedule</b>	<b>Actual Schedule</b>
3/1/2017 - 1/19/2024	3/1/2017 - Ongoing
<b>Owner's Reference</b>	
Stu Williams, DEN Senior Vice President Airport Office Building (AOB) 8500 Peña Boulevard, Denver, CO 80249 720.840.5292	

## Project Description and Scope

As part of DEN's concourse expansion program, Flatiron is partnered with sister company Turner Construction (TFJV) to build and renovate 620,000 SF of total expansions for Concourses A-West and B-West. Scope includes the construction of 16 new gates, new de-icing facilities at the west end of each concourse, and new in-ground jet-fuel pits for all new gates. Flatiron performed demolition, utility relocation, drainage installation, and the replacement of various airfield structural sections, new waterproofing, concrete sealers, and new expansion joints, as well as coordination of the installation of new domestic water services, jet fuel hydrant pits, and new ramp and taxiway lighting.

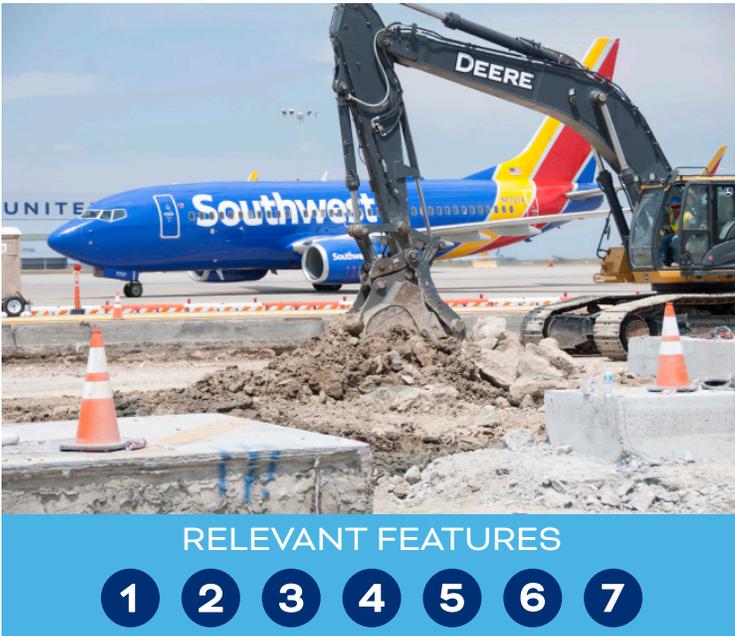
## Experience with Interfacing Projects

Flatiron managed coordination with adjacent projects by developing detailed work plans, look-ahead schedules highlighting safety and quality requirements, traffic control, and construction methods for each major work item before beginning work. These work plans were reviewed by DEN staff and shared with stakeholders, subcontractors, and third-party contractors working adjacent to the project site before beginning work. Our team held daily Go / No Go meetings to ensure that all required coordination was completed prior to beginning work, ensuring minimal impact on the airport and its facilities.

## Experience with Key Issues

In order to accelerate the installation of plumbing in the basement at Concourse A-West, Flatiron developed a plan to re-sequence the work after the space using innovative means and methods including switching to LNG powered equipment, adding the use of conveyors, and developing an alternative access plan. Flatiron developed several pavement mix designs in order to maximize the scope of the project, including collaborating with DEN to mock-up and test several mix design options, ensuring the proposed mix designs met or exceeded DEN's expectations. Flatiron has achieved the project's 24% MBE / WBE / SBE participation requirements, with over 37% of the project's subcontracted services coming from first-tiered and lower-tier MBE / WBE / SBE subcontractors. TFJV has achieved multiple interim deliverables: temporary and permanent de-icing on September 15, 2019, 2020, and 2021; and final turnover of the B-West CEP on November 20, 2020.

## GATE APRON REHAB & DRAINAGE IMPROVEMENTS (GARDI), PHASE 2



### RELEVANT FEATURES

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### PROJECT DETAILS

<b>Location</b> Denver, Colorado	<b>Owner Name</b> Denver International Airport
<b>Owner Contract No.</b> 201419021	<b>Position on Project</b> Prime General Contractor
<b>Proposed Budget</b> \$37,100,000	<b>Actual Budget</b> \$43,362,566
<b>Proposed Schedule</b> 12/15/2016 – 1/2018	<b>Actual Schedule</b> 12/16/2015 – 10/2017
<b>Owner's Reference</b> Kimberly Watanabe Airfield Engineering Supervisor 8500 Peña Boulevard, Denver, CO 80249 303.342.4539	

### Project Description and Scope

Flatiron replaced and repaired the apron, upgraded the jet fueling system, and improved the drainage at nine Concourse C Gates. Crews completed 10,619 SY of full-depth pavement removals, relocated utilities, upgraded jet fuel pits, mains, and vaults, and replaced multi-layered pavement sections. These sections consisted of cement treated subgrade, hot-mix asphalt, asphalt-treated permeable base, and 10,444 SY of Portland cement concrete pavement. The work area was adjacent to active aircraft gates, which required dust control including covering haul trucks.

### Experience with Interfacing Projects

Coordination on this project was a key component to success; with more than 17 different companies working towards the project goal, the project team realized early that construction traffic, especially haul truck traffic, could become congested and problematic. For this reason, the project team developed a haul driver training program to provide training for trucking companies and ensure safety on the airfield and in the work zone. To coordinate with the adjacent 2017 Airside Annual Pavement Rehab Project, Flatiron coordinated haul route monitors to manage both projects, creating savings to DEN's adjacent projects and alleviating conflicting haul route monitor communication.

### Experience with Key Issues

An accelerated schedule including weekends, nights, and holidays was used to achieve project milestones and goals. To meet airline holiday schedule demands, we used day and night operations for multiple weeks, creating a 24/7 active work zone. The project team held coordination meetings daily and weekly with stakeholders (airlines, airport operations, and airport planning) to discuss upcoming operations. Information was shared real time with DEN public information allowing passenger outreach through social media and FlyDenver.com. During the 2016 holiday season, Flatiron coordinated with DEN departments and United Airlines to restore a neighboring taxiway from a Taxiway III to a Taxiway IV prior to the holiday aviation rush. Our team coordinated with DEN operations and stakeholders to complete new paving and striping operations in time to maintain airport operations.

# RUNWAY 17R-35L COMPLEX LIGHTING AND PAVEMENT AND REHABILITATION PACKAGE 2



## RELEVANT FEATURES

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## PROJECT DETAILS

<b>Location</b> Denver, Colorado	<b>Owner Name</b> Denver International Airport
<b>Owner Contract No.</b> 201952248	<b>Position on Project</b> Prime General Contractor
<b>Proposed Budget</b> \$25,707,000	<b>Actual Budget</b> \$26,377,264
<b>Proposed Schedule</b> 5/4/2020 - 9/30/2020	<b>Actual Schedule</b> 5/4/2020 - 9/30/2020
<b>Owner's Reference</b> Kimberly Wantanabe, PE, AAE 8500 Peña Boulevard, Denver, CO 80249-6340 303.330.5228	

## Project Description and Scope

Flatiron completed this limited-duration complex pavement rehabilitation project over a 150 day calendar day duration. Scope on the project included the removal and replacement of over 38,000 SY of concrete pavement, 10,000 CY of excavation and embankment, 300,000 LF of joint seal replacement, and a complete upgrade of the airfield electrical system, which comprised of new LED fixtures, new transformers, new cable, and new guidance signs. Additional elements included repainting pavement markings and addressing surface drainage and slope issues. Flatiron self-performed approximately 40% of the project scope including all earthwork, concrete paving, and concrete supply and successfully met the MWBE goals for the project.

## Experience with Interfacing Projects

Flatiron coordinated with two concurrent projects during construction. DEN developed the project's phasing schedule around the needs of all three projects, while Flatiron coordinated through the DEN Project Management Team as work progressed. Multiple phases overlapped with the 2020 Annual Airfield Paving Rehabilitation Project, and Flatiron coordinated items with potential impacts to taxiway openings including identifying electrical jumpers which were disconnected as well as punch-list items with potential impacts. Additionally, Flatiron's concurrent project to rehabilitate existing water vault lids to meet revised FAA loading requirements overlapped on multiple phases, and Flatiron coordinated internally and communicated with DEN to mitigate potential conflicts.

## Experience with Key Issues

The most significant challenge on the project included the aggressive schedule and complicated construction phasing required to maintain airfield logistics throughout construction. The project consisted of 10 different phases completed over the 150 calendar day duration of the project, requiring completing work within limited duration closure windows and coordinating turnover of each phase at firm rigid deadlines. (Pending clarification on DEN turnover coordination). As this work impacted active taxiways, each phase was treated like a stand-alone project, where Flatiron developed a full punch-list to address items required for a fully operational opening, including electrical, pavement, joint seal, and striping. Flatiron coordinated punch-list sign-off with the DEN project management team, DEN QA, and the project's third-party QC team.

## RUNWAY 7-25 COMPLEX LIGHTING AND PAVEMENT REHABILITATION



### RELEVANT FEATURES



### PROJECT DETAILS

<b>Location</b> Denver, Colorado	<b>Owner Name</b> Denver International Airport
<b>Owner Contract No.</b> 201737338	<b>Position on Project</b> Prime General Contractor
<b>Proposed Budget</b> \$12,694,944	<b>Actual Budget</b> \$12,694,944
<b>Proposed Schedule</b> 6/1/2018 - 9/1/2018	<b>Actual Schedule</b> 6/1/2018 - 8/31/2018
<b>Owner's Reference</b>	
Russ Smith 8500 Peña Boulevard, Denver, CO 80249-6340 303.342.2651	

### Project Description and Scope

Flatiron constructed pavement rehabilitation and lighting improvements on Runway 7-25 on this limited duration project over the course of 90 calendar days. The civil scope of work on this project consisted of removal and replacement of roughly 9,500 SY of concrete pavement, 200 SY of partial depth repair of concrete pavement, 130,000 LF of joint seal repair, modification of existing structures, improvement of existing drainage systems, runway grooving, refresh of pavement markings and miscellaneous excavation and erosion control improvements. Electrical improvements included upgrading the existing in-pavement fixtures and airfield signs to LED, installation of new transformers, cables, and regulators, and enhancing the existing passive pavement sensor system.

### Experience with Interfacing Projects

During the completion of this project, Flatiron coordinated with the contractor for the adjacent Taxiway F&G project to ensure the overlapping construction milestones between these two projects were accomplished without conflict. With the help of DEN Airside Engineering, DEN Operations and the Designer of Recorder, Flatiron and the adjacent contractor were able to collaborate on schedules and durations for the overlapping activities. The milestones for each project were successfully completed on time with no issues. Flatiron coordinated with DEN Airside Engineering and DEN Operations to ensure all runway closures were clearly marked and access to surrounding taxiways was maintained and free of foreign object debris for aircraft and airport personnel. Flatiron and DEN Security worked together to create secured access through Papa 11 and restricted all construction traffic to approved haul routes in order to minimize the impact to DEN.

### Experience with Key Issues

This project was completed under an accelerated 90 day work window, which included working nights and weekends. We used our on-site batch plant to supply all concrete for the project, including 4,700 CY of P-501 for concrete paving, 600 CY of P-610 for miscellaneous structural and electrical improvements and 250 CY of P-153 for backfill of new underground infrastructure. Additionally, our crews self-performed all of the concrete paving work which was a combination of machine and hand pours. Flatiron implemented a stringent quality control program both at the plant and on-site which resulted in no deficiencies or non-conforming issues.

# 6 EQUIPMENT & AVAILABILITY

## LIST OF EQUIPMENT TO BE UTILIZED FOR THIS PROJECT

With Flatiron having multiple projects run simultaneously at DEN in recent years, we understand the necessity for various types of equipment to perform the diverse scopes of work for both Airside and Landside. Based on the types of construction mentioned in the general statement of work, the following list demonstrates Flatiron's ability to provide the equipment needed throughout the project.

### Flatiron Concrete Batch Plant

Flatiron owns two concrete batch plants in Colorado. Each plant is capable of batching multiple variations of mix designs. The plant at DEN has demonstrated the ability to produce high quality concrete for projects both inside and outside the gate for a variety of Flatiron projects. In addition, Flatiron has showcased our ability to provide concrete to other contractors with this same batch plant while servicing DEN maintenance on an on-call basis. Flatiron owns two concrete mixer trucks with Airside access and both drivers are knowledgeable with DEN policy and procedures while driving on the airfield. The onsite batch plant accompanied by mixer trucks is a major logistical and cost advantage to the projects, especially in emergency repair situations.

There will be little to no lead time in our ability to supply the various concrete mixtures that will be used on the airfield.

### Concrete Paving Equipment

Flatiron owns all of the necessary equipment to perform concrete paving operations which can be utilized for projects consisting of small panel replacements to projects that require full scale paving operations. This equipment consists of two and four track slip form pavers capable of various widths and can place/finish concrete up to 24 inches in depth, a rubber tracked concrete placer, and a variable width roller screed which was approved for runway use on our Runway 7-25 Project. Additional concrete paving support equipment consists of gang drills for drilling and setting dowels, work bridges for following the

paver/screed, and a cure/tine machine for applying concrete cure in large paving operations. For the upcoming projects, Flatiron will have available one placer on site for placing concrete, two roller screeds for concrete finishing, and one single and one double gang drill. Flatiron will also have our Gomaco 2800 paver on-site, which can be utilized for large scale slip form operations.

PAVING EQUIPMENT	UNITS IN FLEET	UNITS ON-SITE	LEAD TIME
Concrete Batch Plant - Wet Batch	5	1	-
Concrete Batch Plant - Dry Batch	1	-	30
Pugmill System	1	-	30
Gomaco 4000 Paver	1	-	30
Gomaco 2800 Paver	3	1	-
Gomaco Commander III Paver	1	-	30
Gomaco PS2600 Concrete Paver	1	-	30
Gomaco RTP-500 Concrete Paver	3	2	-
Allen Triple Roller Screed	1	1	-
Comaco Cure/Time Machine	3	-	30
Pearson Water Heater	1	1	-
Trane Chiller	1	-	30

### Flatiron Storage Yards

Flatiron has one main storage yard located approximately 30 minutes away from DEN in Erie as well as the batch plant yard located off of Jackson Gap. The Erie yard is mainly a storage yard for large items such as specialty forms, paving molds, and conex boxes. The tools and equipment that are used on a daily basis will be kept in our batch plant yard for easy access while the work is being completed.

Materials ordered specifically for the various task orders will be shipped to the Jackson Gap yard and hauled to the work site with trucks and trailers with Airside access.

### Heavy Equipment

Heavy equipment such as loaders, excavators, skid steers, fork lifts, and any necessary attachments for those listed are always readily available to Flatiron through all of the major equipment rental vendors in the area. This allows Flatiron to always have the right piece of equipment for the job rather than utilizing owned equipment just because it's owned. This strategy allows Flatiron to provide the most accurate cost for each task order.

**Excavators:** Excavators will be utilized for construction activities including concrete demo, grading, trenching, and other earthwork tasks. Flatiron can have the right excavator for each particular task on-site within 1-2 days for planned task orders or quicker in emergency situations by sharing equipment resources with projects in the vicinity of the airport.

**Loaders:** Front end loaders can be used for grading, erosion control, and other earthwork related activities that require moving large amounts of dirt. Flatiron can have the correctly sized loader for the job on-site within 1-2 days when needed or quicker for emergency situations.

**Skid Steers:** Skid steers would be located on-site to assist with activities requiring smaller amounts of material transport, and can assist with concrete demo given a hammer attachment. Flatiron can have a skid steer with all the attachments required for a particular task order on-site within 1-2 days or quicker. Nearly every Flatiron project in the state utilizes several skid steers and these assets can be transported from project to project with relative ease.

**Fork Lifts:** Fork lifts will be used to move smaller pieces of equipment and loading trucks with materials such as gang drills, cure totes, roller screeds, and other miscellaneous items. If a specific task order requires the use of fork lifts, Flatiron can have one on site within 1-2 days or quicker if the situation calls for it. There are a large number of vendors who maintain a fleet of on/off road forklifts that can be called upon to provide this equipment in a short amount of time.

### Photometric/Electrical Testing Equipment

For task orders that require specialized electrical testing equipment, we will reach out to our trade partners in the electrical field who have access to this equipment as well as the expertise to provide the required testing in a manner acceptable to DEN.

### Small Tools/Equipment

Flatiron is committed to always providing the right tools/equipment for the task at hand. Over the years at DEN, Flatiron has acquired many specialty pieces of equipment/tools to perform the specialized work on the airfield. Each crew is outfitted with all of the basic tools and equipment required to perform the day to day work on the airfield. In addition, Flatiron has access to any specialized equipment that is used on an as-needed basis. Equipment such as walk behind concrete saws, air compressors, chipping/ demo hammers, grout/epoxying mixing equipment and small compaction equipment will be available to crews as the need arises. This equipment is typically shared between projects to keep the cost of owning this equipment down. If a need arises on a task order and the equipment Flatiron owns is not available, we will reach out to one of many equipment vendors that will have the equipment on-site the same day.

### ON-SITE BATCH PLANT



As of 2021, Flatiron's on-site batch plant carries six mix designs used extensively for our ongoing work at the airport.

# 7 ADDITIONAL INFORMATION

## WE SHARE DEN'S VALUES

Flatiron understands DEN's vision to become the hub of choice by developing and expanding facilities that will enable air travelers to have a better, more pleasant, and more reliable airport experience. We, too, are stakeholders in the economic growth for Denver and Colorado that will ensue from making DEN the best possible gateway to our region—comparable to the best airports in the world. We will provide competitive pricing, high-quality craftsmanship and service, and immediate response and mobilization to deliver each task order on time. At the same time, we will ensure constant communication between all airport operations groups and our team to prioritize the ongoing needs, safety, and security of an active airport are always considered and prioritized against the progress of construction projects.

### Airport-Specific Safety Considerations

At Flatiron, our employees and subcontractors are family, and we've developed a safety culture to ensure each member makes it home safely every day. Tommy Hanberg, Safety Manager and the entire team will ensure all task orders meet or exceed DEN's high safety standards. We will be diligent and steadfast in caring for every worker and traveler the projects touch. Our team understands the unique safety challenges inherent in working at an airport, specifically at DEN. We understand the department of aviation's expectations for safety and will comply with all necessary regulations. As such, Flatiron will be responsible for the safety of our firm and all subcontractors. Our team will develop a Site Specific Safety Plan for these future projects and all subcontractors will be required to comply with this plan and all federal, state, and other pertinent regulations. Since work will be executed Airside, our worker orientation will include a detailed review of safety concerns unique to working near a highly active, international airport. Airport-specific safety requirements will include FAA regulations, security requirements, crisis planning, and a zero-tolerance policy.

Flatiron's support and commitment to safety is also evidenced by our progressive and innovative programs.

## SAFETY AND EMPLOYEE COMMITMENT PROGRAMS AT DEN



During our previous DEN work, the Flatiron team developed programs to increase safety and employee commitment, including a driver training program for inside work zones and the "Don't Walk By" program—a craft safety recognition program that motivates employees to speak up about safety.

### Local, Experienced Team Ready to Respond

Flatiron currently has the workforce in place that understands how to work at DEN, and we have processes in place to ensure total compliance with all regulations. Our skilled craft possesses the much-needed experience and understanding of the logistics of working Airside at DEN through past and current projects on site.

Our team is local—in addition to the workforce we have in place at DEN, our various local offices are staffed with people who have worked on previous DEN projects. These people comprise an unmatched bench strength, already badged for access to DEN facilities and projects, enabling us to mobilize immediately and respond quickly to DEN task orders and any other arising needs.



# C

Resumes & Required  
Proposal Forms

**FLATIRON**



## GRANT JOHNS

### PROJECT DIRECTOR

#### RELEVANT PROJECT EXPERIENCE

Throughout his career, Grant has served in many project leadership roles working on heavy civil, highway, environmental and industrial projects with a total value of more than \$3.5B. He has extensive preconstruction and construction experience on various alternative delivery project types. Grant is highly qualified in estimating, conceptual design development, value engineering (VE), constructability reviews, scheduling, quality control, and cost management. He has established long-standing relationships and strategic alliances with many private, corporate, and U.S. federal, state, and municipal government partners.

[DEN | Concourse Expansion Projects | Project Director | \\$337.5M | 2017–Present | Denver, CO](#)

- **Concourse B West:** 90,000 GSF, 3 levels, de-icing facilities, LEED Gold v4.0, 4 new domestic gates and 2 relocated gates, and 45,000 SY of concrete apron paving.
- **Concourse A East:** New modular holdroom expansion, apron office renovation, maintenance facilities, concessions, relocated domestic water and jet fuel lines, and associated concrete apron paving.
- **Concourse A West Expansion:** 530,000 GSF, 5 levels, LEED Gold v4.0, 12 new gates, 7 relocated gates, sterile corridor for international arrivals, 2 new subcores, deicing facility relocations and all associated piping, tanks, and pumping equipment, and 90,000 SY of concrete apron paving.

[DEN | Runway 17R-35L Complex Pavement Rehab Package 2 | Project Director | \\$27M | 2020 | Denver, CO](#)

This runway rehabilitation project reconstructed 38,000 SY of deteriorated runway and taxiway and upgraded the surrounding electrical network on the airfield. The project was completed in ten different phases, over a 150-calendar-day duration, and was finalized four days ahead of schedule. Specifically, Grant oversaw estimating and operations for all portions of the work, including managing three separate on-site batch plant operations to ensure schedule expectations were achieved. He was instrumental in ensuring Flatiron and subcontractors met all project milestones.

[DEN, Concourse B-East Expansion & Taxiway Kilo Relocation | Senior Executive | \\$25M | 2020-2021 | Denver, CO](#)

This project included 55,669 SY of complete apron and taxiway reconstruction. Grant oversaw contract negotiations with the general contractor for all civil portions of the work. He established the project team, ensured resources were available and tracked the project to ensure goals were met. He played a critical part in the taxiway opening two weeks before the schedule.

#### WHY GRANT?

- 25 years of diverse heavy civil, transportation and aviation projects
- Extensive airport and preconstruction experience on alternative delivery projects
- 25+ years of experience managing projects totaling more than \$3.5B
- Skilled in coordinating with airfield operations and emergency services, and creating and maintaining a high performing team
- An experienced leader, accomplished in team-building, and collaborating with clients

#### DEDICATED

- 100%

#### LICENSING CERTIFICATIONS

- OSHA HAZWOPER Certification
- OSHA 10 and 30
- CPR/First Aid Training

#### EDUCATION/TRAINING

- BS, Management, Colorado State University, Fort Collins, CO



## STEPHEN WHEELER

### PROJECT MANAGER

#### RELEVANT PROJECT EXPERIENCE

Stephen has 13+ years of experience managing large heavy civil construction projects, including several for Denver International Airport. He will bring expertise in many areas, including airport infrastructure, earthwork, shoring, underground utilities, box culverts, structural concrete, structural steel, miscellaneous metals, mechanical piping, electrical, mass concrete, geotechnical instrumentation installation, traffic control for temporary and permanent roadways, and walls (MSE and cast-in-place).

[DEN | Taxiway Echo Echo Construction Project | Project Manager | 2022 | \\$42M | Denver, CO](#)

The project includes the construction of a new Taxiway (EE) and associated infrastructure, including grading, drainage, utility relocation, airfield paving, airfield pavement marking, airfield electrical, and signage. As Project Manager, Stephen is responsible for leading the project team throughout the overall planning and construction process, including work planning, construction, quality management, project controls, subcontractor management and contract administration.

[DEN | Concourse Expansion B-West Site Construction & Demo Civil Package | Project Manager | \\$17M | 2017–Present | Denver, CO](#)

Stephen's responsibilities include leading project activities and personnel to ensure it progresses on schedule and within budget. He also assists his subordinate supervisors to efficiently maintain production on schedule. The project scope of work comprises site construction, including the reconstruction of airfield pavement sections, the rehabilitation of existing airfield infrastructure, and site and utility demolition.

[DEN | Concourse B-East Expansion & Taxiway Kilo Relocation | Project Manager | 2020-2021 | \\$25M | Denver, CO](#)

Stephen coordinates directly with the construction manager, superintendents, and project engineers to manage all work on this package. Flatiron subcontracted with Holder-FCI to complete new construction of Portland Cement Concrete Pavement (PCCP) at the Concourse B east gates and all supporting civil work; specifically SDG pipe, HMA, CBT, CTPB, CTS, SDG inlets, joint sealant, and paint striping.

[DEN | 2019 On-Call, Landside Roadways & Parking Lots | Project Manager | 2019 | Denver, CO](#)

During this three-year, on-call construction & maintenance contract, Stephen reviewed project estimates and plans to determine schedule, estimated job costs, procedures for accomplishing each project, staffing requirements, and allotment of available resources to various phases of each project.

#### WHY STEPHEN?

- 13+ years of industry experience
- Managed and developed innovations for projects with sizes ranging from \$8 to \$650M in value
- Served as project manager for several projects for Denver International Airport

#### DEDICATED

- 100%

#### LICENSING CERTIFICATIONS

- Professional Engineer, CO (PE 0054669)
- Professional Engineer, CA (C83816)
- OSHA 10-hour
- OSHA 30-hour
- CPR/First Aid Certified
- Excavation and Trenching Competent Person
- Confined Spaces Competent Person
- Fall Protection Competent Person

#### EDUCATION/TRAINING

- BS, Civil Engineering, Colorado State University, Fort Collins, CO



## JEREMY BRESINA

### PROJECT SUPERINTENDENT

#### RELEVANT PROJECT EXPERIENCE

Jeremy works extensively with a variety of equipment types, including front end loaders, fine grade dozer and blade, track hoe and skidsteer. As a superintendent, he schedules, coordinates and supervises laborers, operators, carpenters, and finishers. Further, he works to ensure compliance with the project safety program requirements, documenting and implementing corrective measures. He directs project safety meetings and mentors and coaches foremen on procedures and work requirements.

DEN | Concourse A-West Expansion Mass Excavation & Pavement Demo | Project Superintendent | 2019–Present | \$25M | Denver, CO

Jeremy is responsible for scheduling, coordinating, and supervising a large team of craftsmen including general laborers, operators, carpenters, and finishers. He reviews client and project safety program requirements to ensure compliance, and also provides document support and implements corrective measures when necessary. Jeremy also serves as a mentor and coach to provide training and development opportunities to his team.

DEN | Runway 7-25 Complex Lighting & Pavement Rehab | Project Superintendent | 2018 | \$12.6M | Denver, CO

Jeremy managed an accelerated schedule, on-site batch plant, a quality control program and coordination with DEN and subcontractors. With his efforts, Flatiron completed this project under an expedited 90-day work window, which included working nights and weekends. Due to the strong relationships that Flatiron developed with our subcontractors, and the collaborative effort from DEN and its stakeholders, the runway was opened on-time. Jeremy's crews self-performed all of the concrete paving work, which was a combination of machine and hand pours. He implemented a stringent quality control program, both at the plant and on-site, which resulted in no deficiencies or non-conforming issues.

DEN | Concourse A-East Jetfuel Line Relocation | Project Superintendent | 2017–2018 | \$7.2M | Denver, CO

Jeremy was responsible for scheduling, coordinating, and supervising laborers, operators, carpenters and finishers. He ensured compliance with project safety program requirements, along with documenting and implementing corrective measures. Jeremy directs project safety meetings, and mentors and coaches foremen on procedures and work requirements.

DEN | Gate Apron Rehab | Project Superintendent | 2015–2017 | \$43M | Denver, CO

Jeremy was responsible for overall labor scheduling and supervision for this fast-paced project at DEN. To meet the airline holiday schedule demands, Jeremy and his team used day and night operations for multiple weeks to create a 24/7 active work zones and held daily coordination meetings to ensure compliance with all safety program requirements.

#### WHY JEREMY?

- Experienced in managing a variety of large construction teams and projects
- Skilled at creating effective communication between personnel, general contractors, and the management team
- Extensive experience in managing projects at Denver International Airport up to \$46M in cost

#### DEDICATED

- 100%

#### LICENSING CERTIFICATIONS

- OSHA
- HAZWOPPER
- GPS Control Systems:  
Trimble, Topcon and Carlson

#### EDUCATION/TRAINING

- Wheat Ridge Senior High School



## JOSEPH LEBLOND

### OFFICE ENGINEER

#### RELEVANT PROJECT EXPERIENCE

Joseph's attention to detail and knowledge of cost reporting systems has earned him a valuable position on the Flatiron team, helping tow in local and national projects as an estimator. Joseph's background is in heavy civil construction— from installing utilities, utilizing GPS for machine control and site survey assistance, to managing crews and construction administration. He will ensure any project's smooth progress and works to resolve issues early on or even before they arise.

[DEN | Concourse Expansion B-West Site Construction & Demo Civil Package | Field Engineer| \\$17M | 2020–Present | Denver, CO](#)

Joseph assisted the project team with all necessary document submissions and approvals. He was responsible for reviewing projects specifications and coordinates while working directly with the project manager to prepare plans, evaluate field conditions, review design changes, and reports. Flatiron subcontracted with Holder-FCI to complete new construction of Portland Cement Concrete Pavement (PCCP) at the Concourse B east gates and all supporting civil work; specifically SDG pipe, HMA, CBT, CTPB, CTS, SDG inlets, joint sealant and paint striping.

[DEN | Concourse Expansion C-East Core & Shell, Holder-FCI | Field Engineer | 2021 | \\$7M | Denver, CO](#)

Joseph was responsible for assisting with project submittals, submittal acquisition, and review prior to submitting for approval. He reviews project specifications and coordinates with the project manager on requirements such as: preparing plans, acceptance testing, evaluating field conditions, design changes and reports. Flatiron subcontracted with Holder-FCI to complete new construction of PCCP for the relocation of Taxiway K along Concourse C East gate C53 and other select areas. The scope of work entailed the demolition of existing concrete pavement, HMA, CTPB, CTS, airfield lighting, joint sealant, and pavement marking.

[BNSF Railway | BNSF Logistics Center | Field Engineer | 2019 | \\$\(Confidential\) | Hudson, CO](#)

Joseph's focus on communication and detailed documentation contributed to this project's success. His responsibilities included: managing subcontract administration and permanent material suppliers through monitoring of correspondence, issue change orders and pay sheets. He issued service agreements for various needs, as directed by project manager. He ensured the project's overall delivery through seamless communication between management, vendors and subs, combined with efficient processes for inspections, daily reports, submittals and RFIs. The new logistics center is located in Hudson, CO and provides direct rail-to-rail service in multi-customer, multi-commodity business parks.

#### WHY JOSEPH?

- 7 years of industry experience
- Contributed to the successful completion of several Colorado projects ranging from \$7 to \$18M+
- 2+ years of experience as field engineer on DEN project

#### DEDICATED

- 100%

#### LICENSING CERTIFICATIONS

- OSHA 30
- TECS Certification, CDOT

#### EDUCATION/TRAINING

- BS, Construction Engineering Technology, University of Maine, Orono (2018)



## RYAN AUSTIN

### PROJECT ENGINEER

#### RELEVANT PROJECT EXPERIENCE

Ryan began developing in-depth and hands-on project experience when he graduated from Colorado State University with a Bachelor of Science in Civil Engineering in 2018. As of today, he has been in the construction industry for four years. His areas of expertise include: concrete structures, drainage and sewer utilities, concrete paving, and earthwork.

DEN | 16R-34L Runway Rehab | Project Engineer | 2022–Present | \$32M | Denver, CO

Ryan is responsible for subcontractor coordination and quantity tracking. He manages submittals, RFI's and change orders. Additionally, he tracks production of self-perform work. This project is replacing 150 17" thick concrete panels on the runway and taxiway, as well as full joint rehab, electrical replacement and rehab of pavement markings.

DEN | Concourse Expansion B West Site Construction & Demo Civil Package | Project Engineer | \$17M | 2021–2021 | Denver, CO

Ryan managed change orders, coordinated with JV and subs, tracked quantities and documented project changes. The team served as a civil trade partner on B-East Concourse Expansion and performed all earthwork for the airport pavement section, excavation for utility installation, installation of utilities and concrete pavement.

DEN | Concourse Expansion A-West | Project Engineer | 2020–2021 | \$25M | Denver, CO

Ryan managed change orders, coordinated with JV and subs, tracked quantities and document project changes. The team served as a civil trade partner on Concourse Expansion A-West. The project scope included: excavation, compact and backfill subgrade for concrete pavement.

DEN | 17R-35L Complex Pavement Rehab Package 2 | Field Engineer | 2020–2020 | \$27M | Denver, CO

Ryan performed quantity tracking for pavement panels and depths. Subcontractor coordination for joint seal, sawcutting, and pavement marking. The project team replaced 900+ 17" thick concrete panels on Taxiways for Runway 17R-35L in under 150 days.

Larimer County | Various On-Call Projects | Project Engineer | 2022 | \$30M | Fort Collins, CO

Ryan coordinated with Larimer County for the on-call projects. He focused on procuring materials, monitoring production, assisting with environmental inspections, and managing new work. The culvert installation and roadway enhancement worked to stabilize environment from the Cameron Peak Fire and protect roadway from future potential flooding.

#### WHY RYAN?

- Extensive experience as Project Engineer at Denver International Airport
- Provided engineering insights on projects ranging from \$25 to \$82M
- 4+ years of industry experience

#### DEDICATED

- 100%

#### LICENSING CERTIFICATIONS

- Engineer in Training, CO, 0075214
- Colorado Department of Regulatory Agencies
- Fundamentals of Engineering

#### EDUCATION/TRAINING

- BS, Civil Engineering, Colorado State University, Fort Collins, CO (2018)



## TOMMY HANBERG, CSP

### SAFETY MANAGER

#### RELEVANT PROJECT EXPERIENCE

Thomas is a skilled safety and training professional who leverages his past experience on projects with challenging environments, requiring construction under continuing operations. Thomas will be able to deliver projects in compliance with owner-controlled insurance program (OCIP), contractor-controlled insurance program (CCIP) and rolling owner controlled insurance program (ROCIP). Thomas follows Flatirons' high safety standards at all times, including when conducting training and developing site-specific policies, to ensure project compliance. While coordinating with owner management, he will use his detailed project understanding and working relationships to ensure crews complete the project safely and within schedule.

[Marcy Gulch WWTP Improvements | Safety Manager | 2020–Current | \\$72.7M | Highlands Ranch, CO](#)

Thomas works with project management to plan, train staff and implement a project-specific safety program. He ensured compliance with all safety policies, conducted safety audits and provided safety training activities.

[BNSF IMF Lot 2 Containment Pit & Lots 3-5 Drainage Improvements | 2020 | Safety Manager & Project Engineer | Denver, CO](#)

Thomas supported the project manager in crafting a safety plan to construct a utility trench that required stormwater bypass pumping. He also ensured compliance with all safety policies, conducted safety audits, and provided safety training activities.

[Work Order 3.07A Horizontal Work for Livestock Center & WSSA Legacy Building Pad | Safety Manager | 2020 | \\$5.9M | Denver, CO](#)

Thomas was responsible for the overall safety management of the project. He conducted daily inspection walks and coordinated with foremen and superintendents to uphold a high degree of safety excellence. He was responsible for job site orientation, incident investigations, hazardous chemical inventory, drug screens, PPE procurement, among other safety roles.

[Work Order 3.06 Equestrian Center | Safety Manager | 2019–2020 | \\$7.8M | Denver, CO](#)

Thomas conducted daily field walks to assess any safety hazards, working alongside foremen and superintendents to improve daily risk analyses (DRAs), and ultimately uphold a high degree of safety excellence throughout the project site. Thomas led numerous trainings, including silica, trench and excavation, confined space, fall protection, lock-out tag-out, and equipment inspections. He was responsible for job site orientation, incident investigations, hazardous chemical inventory, drug screens, PPE procurement, among other safety roles.

#### WHY TOMMY?

- 5+ years of experience in construction safety management
- Thorough understanding of state and federal safety regulations governing heavy civil construction
- Provided safety oversight on project ranging from \$6 to \$72M

#### DEDICATED

- 100%

#### LICENSING CERTIFICATIONS

- Certified Safety Professional (CSP)
- OSHA 30 Hour
- OSHA 510
- OSHA 40 Hour
- HAZWOPER Training
- MUTCD
- Certified Rigger (Crosby)
- Competent Fall Protection Trainer
- NTS Excavation and Trench Competent Person
- Meridian Environmental Asbestos Abatement 40 Hour Training

#### EDUCATION/TRAINING

- BS, Safety & Health Management, Central Washington University



## REGGIE GAMLIN

### MWBE COORDINATOR

#### RELEVANT PROJECT EXPERIENCE

Reggie has 20 years of construction and construction-related experience. Working closely with small businesses since 2002, his ties and relationships with the Denver metro area DBE/SBE community give him a strong understanding of local small business issues and challenges. The relationships he has established with local owner/agencies and construction associations such as: United States Department of Transportation's Small Business Training Resource Center, Hispanic Contractors of Colorado and the Colorado Contractors Association (CCA), make him an expert in the local market.

DEN | Concourse Expansion Program | Outreach Manager | 2017-Present | \$1.125M | Denver, CO

- *DEN | Concourse Expansion B-West Site*
- *DEN | Concourse Expansion A-West*

As Outreach Manager and Small Business Liaison for the Concourse Expansion Programs, Reggie builds relationships within the local community to match qualified MWBE firms with Prime Contract opportunities on DEN's CEP program. His ability to target and match small business firms to the right contract opportunities has led to 85 MWBE Prime subcontract awards. Further, this has led to lasting benefits that have been realized in the local small business communities. MWBE's are gaining prime opportunities that:

- Increase their capacity
- Build their aviation experience
- Grow their overall project portfolio

These long-term efforts include facilitating a detailed Capacity Study to measure each MWBE partners' interest, services, capabilities and concerns. Details from these studies were then compiled into a DEN-specific MWBE database representative of community perception of work requirements at the airport.

Reggie also implemented the MWBE Liaison Program that supports MWBEs by identifying barriers that small businesses may come in contact with and also introduces tools to help business owners control and manage issues.

#### WHY REGGIE?

- 5+ years investing time to understand, communicate, develop and implement programs and processes best suited to the Denver small business communities' needs
- Participant of the Hispanic Contractors of Colorado's Aviation committee, that gives insight and support to DEN's stakeholders and small businesses looking for opportunities
- Has worked on a variety of Transportation and Public Construction projects totaling over \$2B

#### DEDICATED

- 100%

#### LICENSING CERTIFICATIONS

- Certificate of Compliance –American Contract Compliance Association (ACCA)

#### EDUCATION/TRAINING

- B.EnvD., Architecture and Planning, University of Colorado, Boulder, CO



## CATHERINE HARRISON

### ADMIN ASSISTANT

#### RELEVANT PROJECT EXPERIENCE

Catherine has more than 20 years of experience supporting the administrative requirements for construction project estimating teams. She has also served as a Diversity Officer. As Estimating Admin Assistant, Catherine is the primary point of contact for all subcontractors and vendors. Once data and bids are collected, she maintains a database for all subcontractor and supplier work; organizes quotes/bid books; and prepares books for handoff meetings. Catherine also ensures compliance with contract requirements, including those associated with DBE/WBE/SBE/SBA/MWBE certified businesses.

[DEN | Taxiway Echo Echo Construction Project | Lead Estimating Admin | 2022 | \\$42M | Denver, CO](#)

The project includes the construction of a new Taxiway (EE) and associated infrastructure, including grading, drainage, utility relocation, airfield paving, airfield pavement marking, airfield electrical, and signage. As Lead Estimating Administrative Assistant, Catherine is responsible for preparing all bid documents and submission. She is also responsible for subcontractor and supplier communication/coordination; bonds and insurance needs for the project; and gathering any MWBE documentation and working with the estimating team for any financial data needed.

[DEN | Runway 16R-34L Pavement and Lighting Rehabilitation | Lead Estimating Admin | 2022 | \\$32M | Denver, CO](#)

The Runway 16R-34L project refreshes the surface painted pavement markings, addresses any surface drainage and slope issues, cleans up or modifies area drainage as needed to deter wildlife, and investigates file geometry to ensure the runway complex is fully compliant with FAA standards. It also includes the removal and replacement of deteriorated concrete pavement, removal and replacement of all joint sealant, airfield lighting replacement of centerline, edge lights, and another lighting with LED fixtures, and replacing signage. Catherine is responsible for coordinating with all parties to ensure compliance when preparing all bid documents for submission. She is also responsible for working with internal team members to prepare and gather necessary documentation, including bonds, insurance, and legal requirements. Catherine also works directly with vendors/suppliers and MWBEs to obtain documentation that the estimating team may need.

#### WHY CATHERINE?

- Catherine brings over 25 years of experience, with 20.5 years spent specializing in Heavy Civil/Roadway Construction Projects throughout Colorado.
- Plays an important role in contracts administration and compliance for countless regional projects

#### DEDICATED

- 100%

#### LICENSING CERTIFICATIONS

- OSHA 30 HR
- First Aid/CPR Training
- HCSS
- Corporate Safety and Management Training

#### EDUCATION/TRAINING

- Bachelor Degree, Psychology & Speech Pathology, USC, Pueblo, CO (1996)



# D

DSBO Forms

**FLATIRON**

**VIII. ATTACHMENT 2, MWBE FORMS**

## **DSBO FORMS**

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

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



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

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

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

The City and County of Denver has specified a 16 % MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting 16 % 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): Flatiron Constructors, Inc.

Firm's Representative: Grant Johns

Title: Vice President

Signature (Firm's Representative):

A handwritten signature in blue ink that reads "Grant Johns".

Date: July 13, 2022

Address: 385 Interlocken Crescent, Suite 900

City: Broomfield

State: CO

Zip: 80021

Phone: (303) 485-4050

Email: mountaincentral@flatironcorp.com



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

City & County of Denver Contract No.: 202262810

**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: <u>Flatiron Constructors, Inc.</u>		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: <u>Grant Johns</u>		
Signature: 		Date: <u>7/21/2022</u>
Address: <u>300 Interlocken Crescent, Suite 900</u>		
City: <u>Broomfield</u>	State: <u>CO</u>	Zip: <u>80021</u>
Phone: <u>303-485-4050</u>	Email: <u>mountaincentral@flatironcorp.com</u>	

Subcontractors, Subconsultants, and/or Suppliers	
Name of Firm: <u>Ram-Co Trucking Services</u>	<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: <u>Denise Tolmich</u>	
Phone: <u>303-906-8335</u>	Email: <u>DENISE@RAM-COTRUCKING.COM</u>
Type of Service: <u>Trucking</u>	

Name of Firm: <u>American Sign &amp; Striping Company</u>	<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: <u>Rhonda Collins</u>	
Phone: <u>303-680-3909</u>	Email: <u>RHONDA@AMERICANSIGN.COM</u>
Type of Service: <u>Traffic Control</u>	

Name of Firm: <u>Allstate Sweeping</u>	<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: <u>Beth Krueger</u>	
Phone: <u>303-293-8700</u>	Email: <u>BKRUEGER@ALLSTATESWEEPING.NET</u>
Type of Service: <u>Sweeping</u>	



Name of Firm:	<a href="#">Kolbe Striping, Inc.</a>	<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:	<a href="#">Autumn Giefer</a>	
Phone:	<a href="#">303-688-9516</a>	Email: <a href="mailto:BIDS@KOLBESTRIPING.COM">BIDS@KOLBESTRIPING.COM</a>
Type of Service:	<a href="#">Pavement Marking</a>	

Name of Firm:	<a href="#">Hot Shot Supply Co.</a>	<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:	<a href="#">Erin Hatman</a>	
Phone:	<a href="#">720-319-1150</a>	Email: <a href="mailto:ERIN@HOTSHOTSUPPLYCO.COM">ERIN@HOTSHOTSUPPLYCO.COM</a>
Type of Service:	<a href="#">Misc. Construction Material Supply</a>	

Name of Firm:	<a href="#">Vine Laboratories, Inc.</a>	<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:	<a href="#">Amy Norwood</a>	
Phone:	<a href="#">303-662-1166</a>	Email: <a href="mailto:AMY.NORWOOD@VINECOLORADO.COM">AMY.NORWOOD@VINECOLORADO.COM</a>
Type of Service:	<a href="#">QC Testing</a>	

Name of Firm:	<a href="#">Aggregate Logistics, LLC</a>	<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:	<a href="#">Toni Castiglioni</a>	
Phone:	<a href="#">(720) 421-5222</a>	Email: <a href="mailto:TONICASTIGLIONI@YAHOO.COM">TONICASTIGLIONI@YAHOO.COM</a>
Type of Service:	<a href="#">Aggregates</a>	

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:		

<b>Reference #</b>	14703661
<b>Status</b>	Complete
<b>Business Email Address</b>	<a href="mailto:abigail.stewart@millstoneweber.com">abigail.stewart@millstoneweber.com</a>
<b>Enter Email Address of City and County of Denver contact person facilitating this solicitation.</b>	<a href="mailto:abigail.stewart@millstoneweber.com">abigail.stewart@millstoneweber.com</a>
<b>Please provide the City Agency that is facilitating this solicitation:</b>	Department of Transportation and Infrastructure (DOTI)
<b>Project Name</b>	On-Call Airfield Construction Services
<b>Solicitation No. (Check Below if Not Applicable)</b>	202262810
<b>Name of Your Company</b>	Millstone Weber
<b>What Industry is Your Business?</b>	Construction/Landscape/Maintenance Services
<b>Address</b>	14550 E. Easter Ave., Suite 1000
<b>City</b>	Centennial
<b>State</b>	Colorado
<b>Zip Code</b>	80112
<b>Business Phone Number</b>	7207265812
<b>1. How many employees does your company employ?</b>	Over 100
<b>Number of Full Time:</b>	109
<b>Number of Part Time:</b>	4
<b>2. Do you have a Diversity and Inclusiveness Program?</b>	Yes
<b>2.1. Employment and retention?</b>	Yes
<b>2.2. Procurement and supply chain activities?</b>	Yes
<b>2.3. Customer Service?</b>	Yes
<b>3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below)</b>	It is the policy and practice Millstone Weber to provide and promote equal employment opportunities for all applicants and employees. It is the responsibility of all employees to ensure that the concepts of equal employment opportunity and nondiscrimination are understood, abided by, and carried out by everyone. It is the policy of Millstone Weber to assure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex (including pregnancy), sexual orientation, gender,

gender  
identity, color, national origin, age, veteran status, or  
disability unrelated to the ability to perform a job. Such  
action shall include: employment, upgrading,  
demotion, or  
transfer, recruitment or recruitment advertising, layoff  
or  
termination; rates of pay or other forms of  
compensation;  
and selection for training, including apprenticeship,  
pre-apprenticeship, and/or on-the-job training.  
Millstone Weber believes that every employee has the  
right  
to work in an environment free of sexual or other  
prohibited  
harassment. Such conduct does not advance the  
purposes  
of Millstone Weber; it is also morally wrong, and may  
subject  
Millstone Weber to legal exposure. Consequently, any  
employee who engages in this prohibited conduct will  
be  
subject to disciplinary action, up to and including  
termination.  
Millstone Weber (MW) is committed to developing,  
maintaining, and supporting a culture of equality,  
diversity,  
and inclusion in its workforce and in the planning,  
design,  
construction and operation of the MW policies.  
Scope  
This policy applies to all workers including employees,  
consultants, temporary workers, agency staff,  
subcontractors and other third parties working on  
behalf of  
MW. It applies to the Executive team and their duties.  
This  
policy sets out how MW will address the needs of the  
people  
and communities who have protected characteristics  
as  
specified within the EEO Commission of 1964.  
Equal Employment Opportunity Commission  
describes the  
"protected characteristic" as: age, disability, race,  
religion or  
belief, sex, sexual orientation, gender reassignment,  
pregnancy and maternity, marriage and civil  
partnership.  
General principles: The MW policies will be inclusive  
by:  
engaging with all employees and stakeholder fairly;  
delivering value through effective management of the  
culture  
and operation of its services to operate safely and  
provide  
exceptional levels of service to all owners and federal  
agencies. MW will strive to create a diverse, inclusive,  
and  
skilled workforce at all levels; building a diverse  
supply chain

that promotes fair employment practices and brings economic benefits to all.

**4. Does your company regularly communicate its diversity and inclusiveness policies to employees?**

Yes

**If you answered Yes to Question 4, how does your company regularly communicate its diversity and inclusiveness policies to employees? (Select all that apply)**

- Employee Training
- Public EEO Postings

**5. How often do you provide training and diversity and inclusiveness principles?**

Monthly

**5.1 What percentage of the total number of employees generally participate?**

51-75%

**6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)**

We have a DBE Disadvantaged Business Program for our subcontractors and vendors. We work with all to help them with growing their business. We will ask them to sit in our training programs and we also provide training on contracts, blueprints and work with them to understand the construction side of business.

**7. Do you have a diversity and inclusiveness committee?**

Yes

**7.1 If Yes, how often does it meet?**

Annually

**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**

Abigail Stewart

**Today's Date**

06-15-2022

**Last Update**

2022-06-15 06:20:46

**Start Time**

2022-06-15 06:18:29

**Finish Time**

2022-06-15 06:20:46

**IP**

108.230.117.129

**Browser**

IE

**Device**

Desktop

**EXHIBIT I**  
**SCHEDULE OF RATES AND MARKUPS**

## SCHEDULE OF RATES AND MARKUPS FORM

Exhibit K and Exhibit L included in Contractor's proposal documents are incorporated herein by reference.

### A. POSITION

**Project Manager:** Stephen Wheeler

**Project Superintendent:** Jeremy Bresina

**Project Engineer:** Ryan Austin

**Office Engineer:** Joseph LaBlond

**Administrative Asst / Timekeeper:** Catherine Harrison

### B. LABOR MARKUP

**Labor Markup Percentage:** 17.0%

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

### C. MATERIAL MARKUP

**Material Markup Percentage:** 12.0%

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

### D. EQUIPMENT MARKUP

**Equipment Markup Percentage:** 12.0%

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

**E. SUBCONTRACTOR MARKUP**

**Subcontractor Markup Percentage:** 12.0%

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

**F. ENGINEERING AND SURVEY MARKUP**

**Engineering and Survey Markup Percentage:** 12.0%

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

**G. TESTING MARKUP**

**Testing Markup Percentage:** 12.0%

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

**H. PERMITS**

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

**I. SALES TAX, BOND AND INSURANCE**

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

**J. ADDITIONAL OR EXTRA WORK PERFORMED WITHIN A TASK ORDER**

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

**K. RETENTION**

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

**L. SUBCONTRACTORS**

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

# Exhibit J

## ON-CALL CONSTRUCTION

## TASK ORDER PROPOSALS AND EXECUTION PROCESS

Revised: January 2021

## 1 INTRODUCTION

### 1.1 THE FACILITY DESCRIPTION

1.1.1 The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities.

### 1.2 GENERAL SCOPE

1.2.1 The Airport maintains on-call construction contracts to provide various construction work on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems and may involve various disciplines depending on the scope of the contract, including structural; mechanical; electrical; plumbing; life safety; fire alarm; fire protection; controls and automation; telecommunications; interior finishes; demolition; site surveying; site preparation, and materials testing. Conducting this construction work may include pre-construction planning; scheduling; cost estimating; permitting; mobilization; self-performance of work; subcontractor management; site supervision; quality control planning and management; safety planning and management; coordination with DEN stakeholders; participation in construction update meetings; and closeout activities. In addition to the types of projects described above, the Contractor may be tasked to participate in the design phase of a project by providing pre-construction services.

1.2.2 Should a Task Order scope of work require a discipline that is not currently represented on the Contractor's team, the Contractor will be requested to add that discipline as part of the team for that specific Task Order scope of work. Contractor will identify a specialty subcontractor for the required discipline and will submit the subcontractor's qualifications, personnel pay classifications, and agreed hourly billing rates for approval by DEN.

1.2.3 The term "Task Order" when it is used in this Agreement includes all of the work associated with the proposal preparation and construction management for any and all construction services as requested by the Senior Vice President of Airport Infrastructure Management Development (SVP of AIM Development) or the designated DEN representative.

1.2.4 Since this is a contract for on-call services, the Contractor is not guaranteed nor entitled to the issuance of any Task Orders. Task Orders may be negotiated with this or another existing On-Call Contractor or bid between existing On-Call Contractors and/or other active airport contractors.

## 2 CONTRACTOR'S SPECIFIC SCOPE OF WORK

### 2.1 CONTRACTOR SERVICES

2.1.1 The Contractor, as deemed necessary by the SVP of AIM Development or the designated DEN representative, will be required to provide construction work for specific task scopes of work. The Contractor must be a licensed general contractor in the State of Colorado and City and County of Denver. The Contractor's work performance requirements are detailed in, and its activities will comply with, the Agreement, the Denver Standard Specifications for Construction General Contract Conditions (referred to here as the General Conditions) and any other applicable Federal, state, and local Executive Orders, rules, regulations, or standards as specified in the Task Order.

2.1.2 Specific task scopes of work, which will be issued with a Task Notice for Proposal (TNP), may include but are not limited to the following:

- 2.1.2.1 Pre-construction planning
- 2.1.2.2 Scheduling
- 2.1.2.3 Cost estimating
- 2.1.2.4 Permitting
- 2.1.2.5 Mobilization
- 2.1.2.6 Self-performance of work
- 2.1.2.7 Subcontractor management
- 2.1.2.8 Site supervision
- 2.1.2.9 Quality control planning and management
- 2.1.2.10 Safety planning and management
- 2.1.2.11 Coordination with DEN stakeholders
- 2.1.2.12 Participation in construction update meetings
- 2.1.2.13 Pre-construction services
- 2.1.2.14 Closeout activities

2.1.3 Project Controls Requirements: The Contractor will be required to use the designated Project Management Information System (PMIS) and Primavera P6 compatible to comply with the requirements of DEN's Project Controls System. The PMIS is AIM Development's tool for project and information management, data analysis, and document control. DEN will be responsible for providing the licensing and training for PMIS. The Contractor will be responsible for providing a compatible Primavera P6 for its use. The Contractor will also be responsible for providing and maintaining the computer hardware, software, and system environment capable of supporting Project Controls System requirements. This is the only project management system that will be accepted.

## 2.2 TASK ORDER SCOPE OF WORK

2.2.1 The SVP of AIM Development or the designated DEN representative will issue to the Contractor a Task Notice for Proposal (TNP) for each specific Task Order. The Contractor will prepare and submit a Task Order cost proposal using the Standard On-Call Construction Proposal Form and its Task Order construction schedule within

14 days of receipt of the signed TNP, unless an alternate delivery duration is defined by the DEN Project Manager in the TNP. TNP's may not always result in an executed Task Order.

- 2.2.2 The Consultant shall provide a cost proposal that includes the following:
  - 2.2.2.1 A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scope of work performed by all subcontractors.
  - 2.2.2.2 A completed Standard On-Call Cost Proposal Form broken down by personnel pay classifications, agreed hourly billing rates, markups, schedule, and hours necessary to complete the Task Order scope of work. The proposal may not necessarily require utilization of the rates and markups submitted in the initial On Call Construction contract.
  - 2.2.2.3 A schedule identifying all phases of scope of work.
  - 2.2.2.4 Identification of lump sum not to exceed Task Order cost.

### 2.3 TASK NOTICE FOR PROPOSAL

- 2.3.1 For each Task Order scope of work issued, the City will review the Contractor's submittal, including the cost proposal and Task Order construction schedule. DEN may issue the same TNP to multiple on-call contractors in order to compete the work among multiple candidates. Once selected to proceed, the Contractor will not begin work on any Task Order scope of work without having received a fully executed Notice to Proceed (NTP) letter through DEN's PMIS. In the event of approval of the Contractor's proposal, the Contractor will perform such work within the time agreed and for the compensation that is approved by the SVP of AIM Development or the designated DEN representative.
- 2.3.2 DEN Technical Specifications and Criteria: Denver International Airport has developed specific technical specifications and criteria for, but not limited to, various mechanical, electrical, communications, security systems, structural systems, process procedures, etc. The Contractor will be provided those specifications and criteria, or other applicable criteria, for the execution of each assigned Task Order(s). Technical specifications shall not be used between multiple tasks without written approval of the DEN Project Manager.
- 2.3.3 Following this agreement, the Contractor acknowledges that the construction of the Task is produced in accordance with the Agreement, including its standard of care and accepts full responsibility for the execution of the Task Order according to the rules, regulations, and laws governing its activities.
- 2.3.4 With respect to any work that is authorized by a Task Order issued prior to the contract completion date, but not completed by that date, the City shall have the option to terminate the work in progress and pay only for that portion of the work satisfactorily completed within the period of performance specified herein or to provide for, in writing, a limited extension of the contract completion date to

complete the remaining work. In the event the completion date for a particular Task Order extends beyond the Expiration Date and the Agreement is thereby extended, the Task Orders still being performed shall be performed on the previously-issued terms and Contractor shall not be entitled to any modifications to the unit prices or other amounts except those required by Prevailing Wage law, approved hourly rate increases pursuant to the Agreement, or any additional compensation for extended overhead or added costs.

## 2.4 CONTRACTOR'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.4.1 The Contractor will assign a lead project manager to this Agreement who has experience and knowledge of construction industry standards. The project manager will be the contact person in dealing with the City on matters concerning this Agreement and will have the full authority to act for the Contractor's organization and at the direction of the SVP of AIM Development or the designated DEN representative. This project manager will remain on this Agreement during the entire Agreement term, while in the employ of the Contractor, or until such time that his / her performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the project manager.
- 2.4.2 Should the City request the removal of a project manager, the Contractor will replace that project manager with a person of similar or equal experience and qualifications. The replacement project manager is subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.3 The Contractor may submit, and the City will consider a request for reassignment of a project manager, should the Contractor deem it to be in the best interest of the Contractor's organization or for that project manager's career development or in the best interest of the City. Reassignment will be subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.4 If the City allows the removal of a project manager, the replacement project manager must have similar or equal experience and qualifications to that of the original project manager. The replacement project manager's assignment to this Agreement is subject to the approval of the SVP of AIM Development or the designated DEN representative. The hourly rate for the new project manager shall be approved by AIM Development, and it will not exceed the rate for the outgoing project manager. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Contractor or its project manager.

## 2.5 DILIGENCE

- 2.5.1 The Contractor will perform the work defined by the individual Task Order scope of work in a timely manner and as directed by the SVP of AIM Development or the designated DEN representative.
- 2.5.2 The Contractor shall submit a current status of the project per Task Order at any time requested by the DEN Project Manager.

## 2.6 COOPERATION

- 2.6.1 The Contractor will fully cooperate and coordinate with other Contractors and approved DEN consultants performing work at DEN, particularly those consultants and contractors whose work connects or interfaces with the Contractor's Task Order scope of work. The Contractor's cost proposal for each Task Order will include coordination with contractors that have current projects and future DEN projects that are identified at the time that the Contractor is preparing a cost proposal.

### 3 MISCELLANEOUS REQUIREMENTS

#### 3.1 EXISTING FACILITY INFORMATION

- 3.1.1 City Supplied Documents: As tasks are defined, DEN will make available documents, when they exist, related to that specific Task Order scope of work, such as
  - 3.1.1.1 Electronic files of Construction Drawings (Task Order Specific)
  - 3.1.1.2 Available BIM files for areas of work (Task Order Specific)
  - 3.1.1.3 Electronic copies of available Technical Specifications (Task Order Specific)
  - 3.1.1.4 3-D Scans of spaces (Task Order Specific)
- 3.1.2 Information Gathering: The Contractor will include in its cost proposal for each Task Order, the cost of providing personnel at DEN to gather Task Order information at DEN. This will include, but not be limited to review of hard copy project records documents, review of electronic record documents, site investigations, etc. The DEN electronic documents are not necessarily representative of as-builts conditions in the field. The Contractor's Task Order cost proposals will always include field verification of existing conditions as defined in each TNP. Once NTP is received by the Contractor, the Contractor will begin the Task Order as-builts.

#### 3.2 AIRPORT SECURITY REQUIREMENTS

- 3.2.1 Airport Badges: The Contractor will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original TNP documents, and DEN and Federal Aviation Administration rules and regulations.

### 4 TASK ORDER EXECUTION

#### 4.1 TASK ORDER NOTICE TO PROCEED

- 4.1.1 Notification: The City will provide written notification to the Contractor to proceed with a Task Order scope of work. This written notification will come in the form of a NTP letter through DEN's PMIS. The Consultant will not be authorized to proceed with the work described in this Agreement, including a particular TNP and the City will not be obligated to fund any work performed by the Contractor, until the City has provided signed, written notification to the Consultant that the work is to be performed.
- 4.1.2 Kick-off meeting: Upon written notification to the Contractor to proceed with a Task Order scope of work, the City will schedule and hold a meeting with the Contractor

and all stakeholders to review the scope of work and schedule, familiarize the Contractor with all internal processes, establish invoicing requirements, and establish required meetings dates. The City will provide monthly training for the Primavera Unifier system to Contractors as necessary.

- 4.1.3 Schedules: Immediately following the kick-off meeting, the Contractor shall submit to DEN's Project Manager, a rolling three-week, look-ahead schedule, for the following three week's work.

## 4.2 CONSTRUCTION

- 4.2.1 Required Documentation: Unless specifically identified in the TNP, refer to the project specifications for specific documentation requirements.
- 4.2.2 Submittals: Upon receipt of the executed Task Order and NTP letter, the Contractor will proceed with Task Order scope of work on all Task Order deliverables, submittals, meeting minutes, change requests, and shall be managed through the PMIS. All submittals shall include forms as directed by the Project Manager.
- 4.2.3 Contractor Change Request: Changes to the scope of work initiated by the Contractor will be issued to DEN's Project Manager via PMIS pursuant to the General Conditions, as modified by any Special Conditions. The request will include a Contractor Change Request (CCR), Change Directive Response (CDR), and Change Notice (CN) Checklist, all required documents as listed in the checklist, and a Standard On-Call Cost Proposal Form reflecting all costs associated with the change. Initiation of this request does not guarantee work request acceptance or grant schedule relief. Approval of the Contractor Change Request will be only be received by the Contractor through an executed Task Change Order in PMIS. The Consultant cannot proceed on any work changes without an executed Task Change Order. See General Conditions 1103 for further details.
- 4.2.4 Change Directive: A change directive is a written order, issued by the DEN Project Manager through PMIS, which directs the contractor to commence a change in the scope of work prior to complete agreement on or execution of a Task Change Order as provided in the General Conditions. Upon receipt of a change directive, the contractor will reply with a Contractor Change Request (CCR), Change Directive Response (CDR), and Change Notice (CN) Checklist and all required documents as listed in the checklist. Unless and until a completed change order is executed, all costs associated with the change will be tracked on a time and materials basis with a not-to-exceed maximum that is established by the DEN Project Manager. Final costs will be reconciled with the DEN Project Manager and a Task Change Order will be issued to finalize the change in scope. See General Conditions 1102 for further details.
- 4.2.5 Change Notice: A change notice is a written order, issued by the DEN Project Manager through Unifier, which directs the contractor to commence a change in the scope of work. The consultant cannot proceed on any work changes without an executed Task Change Order. Upon receipt of a change notice, the contractor will

reply with a Contractor Change Request (CCR), Change Directive Response (CDR), and Change Notice (CN) Checklist, all required documents as listed in the checklist, and a Standard On-Call Cost Proposal Form reflecting all costs associated with the change. The DEN Project Manager will then issue a Task Change Order to finalize the change in scope.

- 4.2.6 Pre-Construction Services: The Contractor shall provide pre-construction services to the City at hourly rates on a time and materials basis with a not-to-exceed maximum. Hourly rates for schedules, pre-construction project managers, and estimators shall be agreed upon prior to issuance of the Task Order as well as reimbursable rates. Deliverables defined in the TNP may include but may not be limited to project schedules and plans; logistical review, long lead item procurement; project estimating; coordination with subcontractors; environmental testing; and investigative forensics.

#### 4.3 TASK ORDER CLOSEOUT

- 4.3.1 Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the DEN Project Manager.
- 4.3.2 Task Order Closeout Checklist: The Contractor will work with the Project Manager to address all items on the Closeout Checklist.
- 4.3.3 Task Order Final Payment: Final payment and Task Order closeout shall be made in accordance with the terms and conditions of General Conditions 910.

## 5 REFERENCED FORMS

The following is an example list of forms that may be required for execution of Task Orders. It is not all inclusive.

Form Names
Daily Quality Control Inspector Report
Daily DEN Time and Materials Report
Request for Substitution
Request for Information
Final Pay Application Checklist
Certificate of Substantial Completion
Certificate of Final Completion and Acceptance of Work
Contractor Change Request (CCR), Change Directive Response (CDR), and Change Notice (CN) Checklist
Task Notice for Proposal (TNP)
Closeout Checklist
Standard On-Call Cost Proposal Form
Shutdown Request Form

END OF EXHIBIT

**EXHIBIT K**

**EDI Plan**



DENVER INTERNATIONAL AIRPORT

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**DEN ON-CALL  
AIRFIELD  
CONSTRUCTION  
SERVICES**

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**MWBE EDI PLAN**

**REVISION 0**

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**Contract No. 202262810**

**Submitted by**

Flatiron Constructors, Inc.

**Submittal Date**

10/12/2022

# 2 MWBE EQUITY, DIVERSITY & INCLUSION PLAN (MWBE EDI PLAN)

Over the past seven years, Flatiron has experience on 27 projects at DEN, ranging from \$400K to \$1.1B. Of these 27 projects, Flatiron has never failed to achieve the Minority/Women Owned Business Enterprise (MWBE) participation goal. As an organization, Flatiron is considerate of the importance cultural contributions play in shaping the social and personal wellbeing of our workplace and community. We have external—the MWBE Liaison Program at DEN—and internal—Diversity and Inclusion Growth Group (DIGG) Program—programs in-place to realize the **16% MWBE goal on this project.**

## MWBE LIAISON PROGRAM/MWBE COORDINATOR

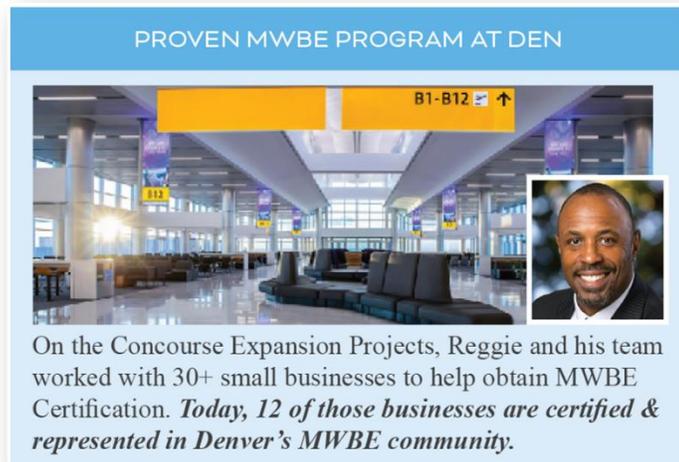
Flatiron's continuous presence at DEN has led to the development and implementation of its MWBE Liaison Program, which provides oversight and assistance to firms through coaching and mentoring. Led by MWBE Coordinator Reggie Gamlin, the program offers MWBEs support to identify process barriers and tools to control and manage issues, such as change orders, payments, or proper Commercial function. This information resource guides MWBEs in doing business at DEN and assists MWBE trade partners from initial solicitation through contract opportunity. The program begins with post kick-off meetings for all Tier 1 Primes and MWBEs awarded.

This meeting provides direction and clear expectations as part of an on-boarding process that reviews, evaluates and describes each participants MWBE Participation Plan. It is important that we know our Tier 1 Primes' commitments to MWBE participation and their plans to reach them within their established procurement process.

## DIGG Program

In 2020, Flatiron established an internal DIGG Program focused on creating a prosperous and inclusive culture for all employees. DIGG is developing a new Diversity & Inclusion Strategy that influences the way Flatiron does business, providing programs for personal and leadership development.

DIGG is committed to providing these cultural contributions through four concentration areas that align with DENs MWBE EDI Plan expectations:





1. **Attract.** Focused on attracting diverse candidates by strengthening our relationships with targeted universities and diversifying our employer brand.
2. **Influence Business Strategy.** Our Diversity & Inclusion Strategy policies and procedures are established and integrated into our business model to improve negotiated contract pursuits.
3. **Retain & Advance.** Targeting current employees we offer early, mid and late career planning, as well as inclusive leadership training and women's leadership experience.
4. **Build Inclusive Culture.** At every level of the organization we are challenging leaders to build an inclusive culture. We have established regional inclusivity groups that look for opportunities to celebrate diversity and discuss inclusion.

## KEY PERSONNEL SUPPORT FOR THE MWBE EDI PLAN

We are committed to the MWBE EDI Plan, and support DEN's Vision 100 objectives for a more equitable, diverse, and inclusive workforce gathered from the local community. We have been working to continually enhance our MWBE commitment since we began working with DEN in 2015. The names, contact information, and responsibilities for MWBE EDI support personnel are included in Table 2.1.

## MWBE UTILIZATION STRATEGIES

In order to meet the **16% MWBE goal for this project** and adhere to Article 3 of the DRMC, our MWBE EDI Plan includes a multi-tiered approach to provide maximum MWBE utilization and participation to support best-for-project requirements. Some key components of this process include:

- Working directly with the procurement team to understand and breakout complete scopes of work to maximize participation by right-sizing work scopes.
- Collaborating with all subcontractors to understand their small business objectives and provide talented referrals and access to the project database to assist them in realizing them. With over 15 years of City and County of Denver MWBE experience, our MWBE Liaison has a strong understanding of the best MWBE's in the market. This helps subcontractors understand the capabilities of MWBEs that are able to work at DEN and provides them with a sense of understanding of what these MWBEs can perform. We also include a flow down clause in our contract with Subcontractors, and Suppliers to maximize MWBE participation.
- Supporting project notifications and subcontractor outreach efforts.

### MWBE Liaison Program Process

The MWBE Liaison Program begins with a pre-kickoff meeting where mandatory participation is expected from all selected Primes, including MWBE firms. During the meeting, the MWBE Liaison works with each Prime to review their own specific MWBE Participation Plan. These plans include the MWBE firm's assigned scopes of work (identified initially through contractual agreements) and also identifies additional scope opportunities to gain further MWBE participation on the project. The MWBE Liaison works with the Primes to understand their plan to reach MWBE participation goals on the project and offer guidance to meet those goals, as needed. Once scopes are identified and a plan is in place, the MWBE Liaison will refer certified MWBE firms that can be contacted to gain additional MWBE participation.

# FLATIRON

On a quarterly basis, the MWBE Liaison Program holds a Principals Summit to discuss all of our Prime Contractor's progress and where they stand in terms of submitting their DSBO documents. This has been an effective meeting to get principals involved with their operations team to convey the importance of the participation from the top down.

We successfully implemented this process on the DEN Concourse Expansion Program, where the Turner-Flatiron Joint Venture created 84 MWBE prime contract opportunities, ultimately exceeding the required 24% MWBE participation goal.

**Table 2.1: Task Personnel & Their Commitment to the MWBE EDI Plan**

Name & Title	Contact Information & Responsibilities
 <p><b>Stephen Wheeler</b> Project Manager</p>	<p><b>SWheeler@flatironcorp.com I 310.261.0471</b></p> <p>Stephen monitors schedule and budget progress while fostering an inclusive culture. From day one he manages community outreach to make sure we inform and encourage MWBE entity participation. He also manages communications and contract negotiations to confirm fair contracts.</p>
 <p><b>Jeremy Bresina</b> Project Superintendent</p>	<p><b>JBresina@flatironcorp.com I 303.931.9496</b></p> <p>Jeremy is essential in task-based project (Task) breakdown, day-to-day activities, training and mentorship of trade craftsman to plan for and deliver the best project outcome that benefits the community as a whole.</p>
 <p><b>Reggie Gamlin</b> MWBE Coordinator</p>	<p><b>RGamlin@flatironcorp.com I 720.208.8932</b></p> <p>Reggie coordinates extensive efforts with primary stakeholders at DEN and is highly involved in verifying our small business community is aware of all contract opportunities. Reggie collaborates with DEN Commerce Hub, the Hispanic Contractors of Colorado (HCC) and the local US DOT office to reach as many new and existing small business owners as possible.</p>
 <p><b>Katie DePorter</b> Outreach/ Community Engagement Coordinator</p>	<p><b>KDeporter@flatironcorp.com I 702.494.8095</b></p> <p>Focused on facilitating effective communication and outreach activities throughout the Project, Katie is the face of Flatiron for the subcontractor and MWBE community. Her ability to effectively communicate and guide everyone through the process is essential to building the best team and ensuring success.</p>
 <p><b>Vanessa Daniel</b> Finance</p>	<p><b>VDaniel@flatironcorp.com I 808.781.6496</b></p> <p>Vanessa has supported the Flatiron team for multiple DEN projects as a project accountant and her expertise will help the Flatiron team succeed.</p>

This is essential to communicating key on-boarding information for airside construction practices, like:



site-specific safety plans, badging and background check requirements, DEN's Rolling Owner Controlled Insurance Program (ROCIP) Insurance enrollment, responsibilities and mobilization expectations. There are often firms capable of performing work that are unable to achieve the necessary bonding and/or insurance requirements, especially for airport work. This frequently results in a small portfolio of completed work or overall lack of sufficient financial records as required by agencies.

## TECHNICAL ASSISTANCE & SUPPORT SERVICES

We pursue all reasonable steps to eliminate obstacles to participation, including the following:

### DEN Contract Requirements

In meeting contract requirements Flatiron has worked closely with Reggie to implement a strong MWBE Liaison Program that includes: oversight and assistance, MWBE/DBE Participation Plan assistance, program management and training on DEN policies and procedures.

As a former DSBO employee, [Reggie Gamlin](#) has brought his experience with DSBO Ordinance, rules, regulations, policies, and procedures to help Flatiron build a strong MWBE Liaison Program. During Reggie's time at the CCD, under the Division of Small Business Opportunity, he learned of various compliance issues that hinder subcontractors in getting paid timely. By helping our participants understand payment processes, such as: understanding Certified Payroll, what must be up to date to submit invoices, necessary waiver's from sub tiers completed, insurance certificates kept up to date, and invoices sent in by the stated monthly cut-off date, Reggie is instrumental in helping our participants stay current with all contractual requirements.

In addition, DEN's guidelines have been built into our program. Our program includes DEN-specific on-boarding program oversight and assistance, assistance with MWBE/DBE participation plan development; as well as program management training on DEN policies and procedures. The on-boarding program is mandatory and all subcontractors must attend and complete this program prior to mobilization. Our MWBE Liaison assists the MWBE firms throughout this process because it is essential to communicate expectations for air- side construction practices, like site-specific safety plans, badging and background check requirements, ROCIP Insurance enrollment, and mobilization responsibilities.

Lastly, Flatiron follows all CCD MWBE Ordinances and project specific Rules and Regulations, as well as a contractual flow down clauses in all subcontracts, whether a certified MWBE firm, or not specifically stating such. All necessary Flatiron management personnel at the project level as well as the home office support level (i.e. Project Managers, Engineers, Estimators, Safety, Finance, Payroll, and Administration), are trained on these requirements and formally documented on a quarterly basis as part of our program. This requirement ensures that all policies and procedures (i.e. prompt payment, termination / substitution procedures, participation evaluation, contract closeout processes, and record retention rules, to name a few) as set forth by the CCD, and specifically, DSBO, are followed by Flatiron, as well as all of our subcontracting partners.

### Bonding and Insurance Requirements

There are often firms capable of performing work that are unable to achieve the necessary bonding and/or insurance requirements, especially for airport work. This frequently results in a small portfolio of completed work or overall lack of sufficient financial records as required by agencies. To assist with this effort, we refer small business firms to our local USDOT, HOYA Foundation, to participate in their Bonding Education Program.

## Project Training

We also consider unique training needs that may be required for each Task. On past projects, we have assisted MWBE firms to get project-specific training to increase their capabilities for the work. Other MWBE community resource organizations we partner with include: DEN's Commerce Hub (DEN's Business Development Center), Colorado's Procurement Technical Assistance Center (PTAC) and educational assistance from HCC's Contractor's Academy.

As this project has work that can take place at any location in the airport, Flatiron plans on including relevant safety, operational, and scheduling constraints specific to the area of the airport where the task order is taking place.

In addition to this project-specific training, we partner with local organizations to offer training and development opportunities to grow the skillset of MWBE firms. These MWBE community resource organizations include DEN's Commerce Hub/Business Development Center, Colorado's Procurement Technical Assistance Center, and HCC's Contractor's Academy.

## PROCUREMENT PROCESS

Our policy, and commitment, is for confirming nondiscrimination in the award and administration of work scopes by creating a level playing field for all MWBEs to fairly compete for subcontracts.

Our continued success at DEN and the City and County of Denver rides on our ability to meet and exceed our small business requirements. To accomplish this, Flatiron holds detailed meetings with our Estimating Team to identify the various work packages for a project. Once the work packages are identified, the Project Team looks for ways to break larger scopes of work into smaller packages for MWBE participation. These packages may include, but are not limited to, low voltage electrical work, traffic control, QA/QC, surveying work, rebar installation, general labor support, and pavement markings. Once packages are identified, we solicit all subcontractors and certified MWBE firms utilizing the program, Building Connected.

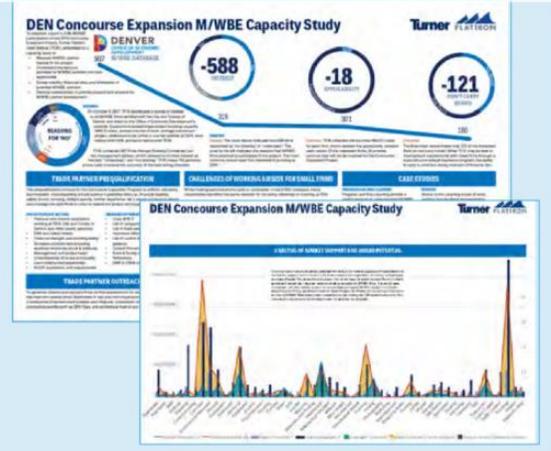
Our objectives for MWBE firms on our team is to assist them in completing their contracts and building their capacity to yield sustainable growth. We pursue all reasonable steps to eliminate obstacles to participation, including but not limited to: lower-tier contracting, self-performed work, networking opportunities, such as outreach events, one on one meetings with our team, and bid package alignment.

## COMMUNICATION AND VENDOR MANAGEMENT

MWBEs are part of ongoing, Task-wide interactions, including in-person meetings, phone calls, and email

### STUDYING CAPACITY ON DEN'S CONCOURSE A-WEST & B-WEST EXPANSION

When work first began on this CMAR Project, Reggie and his team of experts developed a Capacity Study that measured MWBE partner interest, the services provided against applicability and surveyed to identify viability and areas of concern. This effort not only compiled a DEN-specific MWBE database, it provides valuable insights into how the MWBE community perceived the work and its unique requirements.





correspondence from the project team, that collaboratively plan and execute work. They are contractually obligated to abide by the same safety, quality, environmental and schedule requirements as everyone else for their respective scope. Utilizing the developed schedule and work plans for the project, we coordinate with selected subcontractors in advance of on-site work to verify use of designated ingress and egress points, compliance with staging and laydown requirements, to schedule all site activities and to review schedule and budget details.

Weekly and monthly check-in and reporting with each MWBE is essential to confirm subcontracting requirements are followed and commitments met. Flatiron's project team tracks the status and progress of each MWBE commitment to make sure that the project is trending towards meeting its goal. As the commitment status is tracked closely, Flatiron is able to communicate with subcontractors in the event a shortfall is anticipated. In this case, Flatiron has a better chance to mitigate the issue and still allow the project to meet its MWBE goal.

Like all other subcontractors, MWBEs are required to submit monthly reports and document payments to lower-tier subcontractors for verification. However, Flatiron offers assistance to MWBEs, as necessary, to help the firm build its capacity and knowledge base for future endeavors.

Once a MWBE has completed their work, we support them in performing the closeout process to confirm all project details are adequately captured. This includes mentoring them on how to close out their scope, including quality turnover, final reporting, payment submissions and document control activities. This is conducted by means of phone, email, and in-person meetings by the MWBE liaison and project team on a case-by-case basis. Flatiron is able to spend more time with select firms as necessary to ensure they get the support they need.

## PAST PERFORMANCE

As of October 2021, DEN's Concourse A-West and B-West Expansion has awarded 85 First Tier MWBE's as Prime Contractors on CEP projects, making up 37% of the subcontracted services. Of the total project value to-date the MWBE commitment percentage is at 24.07% from the \$177M from first and lower tier MWBE subcontractor participation. This was made possible through our teams' ongoing commitment to reaching out to and engaging with MWBEs to build strong, meaningful relationships.

To help with this process, Reggie created the MWBE Liaison Program. Focused on setting MWBEs up for success, this program helps local small businesses navigate DEN's processes, understand and properly submit DEN paperwork, use LCP Tracker and submit the proper forms for payment. There are also quarterly meetings that require all principals to participate in a discussion about allocations and where the local markets' ability to support upcoming work is measured against firms' capacity. Flatiron also confirms all required Division of Small Business Opportunity (DSBO) paperwork has been completed, tracked and change orders pertaining to MWBE work accounted for at this time.

## FLATIRON'S CULTURE

As an organization, Flatiron is committed to EDI efforts that support the communities we work and live in. These commitments come in several forms, but are all focused on leaving behind positive public impacts, sustainable community improvements and stronger stakeholder relationships. As described at the beginning of the section, Flatiron's MWBE EDI Plan is built to reflect our corporate commitment to diversity or DIGG Program that is built on four major components: (1) Attract, (2) Influence Business Strategy, (3) Retain & Advance, (4) Build Inclusive Culture.

## FUTURE INITIATIVES

Flatiron is committed to promoting equity, diversity and inclusion internally within our company and also externally into the community over the next five years. Internally, Flatiron promotes and incorporates the importance of equity, diversion and inclusion into our succession planning process. Externally, Flatiron will work closely to engage, mentor, and develop local youth.

- Succession planning process.** Flatiron has a company-wide succession plan in place based on the philosophy that each team member trains their subordinates to be their replacement. Because equity in diversity and inclusion is of the utmost importance to Flatiron, our employees have training and initiatives in place **to retain and advance** diverse employees **and build an inclusive culture**, as shown in Figure 2.3. Should an unforeseen staffing change occur, Flatiron has the internal bench strength to reach into and provide personnel committed to equity, diversity, and inclusion for the project.
- Youth mentoring and development.** In addition to our participation in local organizations such as HCC and COMTO, Flatiron is a Silver Sponsor for our local USDOT office's Transportation/Construction Girl initiative through the HOYA Foundation. We have also worked closely Denver's Construction Careers Program, and also with Keller Hayes and Joe Serna in their efforts of promoting women in Construction and its collaboration with Adam County School District.

### RETAIN & ADVANCE

- Host inclusive leadership training
- Plan for early, mid and late career progression
- Foster women's leadership experience
- Challenge leaders to build an inclusive culture

### BUILD INCLUSIVE CULTURE

- Use the Inclusive Leader Toolbox
- Celebrate diversity & inclusion
- Maintain regional inclusivity groups
- Continue employee engagement in community contributions where we live and work
- Provide bridge builder-expertise for Bridges to Prosperity Program for communities in need

**Figure 2.1. As part of Flatiron's Internal DIGG Group Focus Areas, training and development opportunities are provided to ensure we retain and advance our employees and build an inclusive culture in the future.**



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, Flatiron Constructors, Inc. (Flatiron) shall comply with the requirements of this Approved Plan.

Updates to this plan will be performed annually by Flatiron and approved by DSBO, beginning in October of 2023 or at the request of DSBO.

\_\_\_\_\_  
Signature of Flatiron Constructors, Inc. Representative

\_\_\_\_\_  
Signature of DSBO Assistant Director

Grant Johns

\_\_\_\_\_  
Printed Name of Flatiron Constructors, Inc. Representative

Brittany Eroen

\_\_\_\_\_  
Printed Name of DSBO Assistant Director  
(Delegated authority by DSBO Director)

November 1<sup>st</sup>, 2022

\_\_\_\_\_  
Date

November 3, 2022

\_\_\_\_\_  
Date