

**DESIGN-BUILD CONTRACT
MOD 4 EAST PARKING STRUCTURE**

This Design-Build Contract, made and entered into by and between consisting of the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the “CITY”, and SWINERTON BUILDERS, a California corporation, with an address of 6890 W. 52nd Avenue Suite 100 Arvada, CO 80002 hereinafter referred to as the “CONTRACTOR”.

WITNESSETH

WHEREAS, the City has implemented and completed a competitive selection process and has selected a Contractor to design, construct, install and deliver to the City the facilities for the DIA Mod 4 East Parking Structure and the Hotel Exit Road and MSE Wall (the “Project”); and

WHEREAS, the City is relying upon the qualifications presented in the Contractor’s response to the Request for Proposals dated April 22, 2014 to develop the design and perform the construction of the Project in entering into this Design-Build Contract; and

WHEREAS, the Contractor was selected after a determination that its response, was the most advantageous to the City; and

WHEREAS, the Project’s Design-Build Criteria and Scope of Work is attached hereto and incorporated herein as *Exhibit A*; and

WHEREAS, the Contractor warrants and represents that it is ready, willing and able to design, build and deliver a fully functional and approved (per all applicable laws, building codes and other standards set forth in the Contract Documents) Project in accordance with the terms and conditions of this Design-Build Contract and as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. AUTHORITY

1.1 Line of Authority The City’s Manager of Aviation, her designee or successor in function (hereinafter referred to as the “Manager”) authorizes all work performed under this Design-Build Contract. The Manager hereby delegates her authority over the work described herein to the Deputy Manager of Aviation/ Airport Infrastructure Management as the Manager’s authorized representative for the purpose of overseeing the work under this Design-Build Contract. The Manager’s authorized representative for the day-to-day administration of the Contractor’s services under this Design-Build Contract is the Project Manager. The Contractor shall submit its reports, memoranda, correspondence and submittals to the Project Manager. The Manager may rescind or amend any such designation of representatives or delegation of

authority and the Manager may, from time to time, designate a different Project Manager, upon written notice to the Contractor.

1.2 Limitation on Delegation of Authority It is expressly understood that although the Project Manager may gather information about proposed changes in the contract time and contract price from the Contractor, only the Manager or her designated representative has the authority to legally bind the City to changes in contract time and contract price through a validly executed change order in accordance with the General Conditions.

2. CONTRACTOR

2.1 Contractor Selection. In accordance with the requirements of Section 20-56 of the Denver Revised Municipal Code (the “**DRMC**”), the City implemented and completed a competitive selection process to identify qualified contractors to perform both design and construction services for the Project. The Contractor was selected to perform such services for the City as set forth in the City’s Request for Proposals (RFP) and the Contractor’s RFP Submittal. In referencing these solicitations and submissions herein, the City and the Contractor acknowledge that the scope of the Project, as presented and addressed by these documents, may have materially evolved since the issuance of these documents and that some information presented may not be applicable to this Design-Build Contract or the Project.

2.2 General. The Contractor shall provide and furnish all services and work items necessary to perform the Work for the Project as defined in the Design-Build Criteria and Scope and all other terms and conditions of this Design-Build Contract, including but not limited to the following: all professional services, materials, parts, labor, supervision, coordination, administration, equipment, tools, temporary utilities, shop drawings, studies, reports, permitting documents, schematic drawings, specifications, design development drawings, construction drawings, as-built drawings and incidentals required by the Contract Documents and desirable for the full completion of the Work and Project, described, or specified in this Design-Build Contract. The terms “Project” and “Work” are synonymous. The Contractor’s Project cost proposal shall include all costs relating to, or associated with, the foregoing, including, but not limited to, material costs, equipment costs, personnel costs, overhead and profit and all other costs associated with the Contractor’s performance, including all of the Contractor’s errors, omissions and negligence with respect to such performance.

2.3 Relationship of the Parties. By entering into this Design-Build Contract, the Contractor accepts the relationship of trust and confidence between it and the City. The Contractor shall furnish its reasonable professional skill and judgment and shall cooperate with the officials, employees and agents of the City, including the Project Manager, in furthering the interests of the City. The Contractor will furnish efficient business administration and superintendence and will use reasonable efforts to perform the Work in an expeditious and economical manner consistent with the interests of the City. In no event shall the Contractor be considered a fiduciary of the City by reason of this paragraph.

2.4 Development of Program

2.4.1 Contractor shall assist the City in the development and preparation of the Project, which shall outline the objectives and requirements of the City with respect to the Project. This shall include budget and time criteria, space requirements, special equipment and systems, and site requirements.

2.4.2 Contractor shall ascertain City's requirements for the Project and shall verify and review such requirements with the City. Contractor's review shall also provide to the City a preliminary evaluation of the Site with regard to access, traffic, drainage, parking, building placement and other considerations affecting the building, as well as information regarding applicable government laws, regulations and requirements. Contractor shall also propose architectural, civil, structural, mechanical, electrical and other systems for review by the City.

2.4.4 The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Contractor. Contractor shall be responsible to the City for acts and omissions of Contractor's employees, subcontractors and their agents and employees, and other persons, including the design professionals, performing any portion of Contractor's obligations under this Agreement.

2.4.5 *Contractor shall provide a written program of the requirements for City's approval.*

2.5 *Design/Preconstruction Services*

2.5.1 **Design Documents**. The Contractor shall prepare or provide to the Project Manager for review and approval the Approved Design Documents and detailed specifications, including but not limited to those items set forth in *Exhibit A*. Design services shall be performed by qualified architects, engineers and other professionals selected and paid by the Contractor.

2.5.2 **Standard of Care for Professional Design Services**. The Contractor shall perform all services required by this Design-Build Contract with the degree of skill, care and diligence consistent with the professional standards prevailing in the Denver Metropolitan Area for services of comparable scope and magnitude. The Contractor's designer shall be licensed in the State of Colorado.

2.5.3 **Ownership of Documents and Compliance with Patent, Trademark and Copyright Laws**.

2.5.3.1 The City shall have title and other property rights, in and to all phased and final documents and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, design calculations, drafts, contract documents, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Contractor pursuant to this Design-Build Contract, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the Project for which the Documents were created is executed or not. The Contractor shall identify and disclose, as requested, all such Documents to the City. Contractor and its Design Professionals shall not be liable for any damage which may result from any use by the City or others of the Documents for purposes other than those

described in this Agreement.

To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a “work made for hire,” and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a “work made for hire,” the Contractor hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents. The City agrees that any copyright it may have on the Documents as a whole as pertains to this project shall not prohibit the Design Professionals from using individual features within the documents, such as Design Professionals’ standard design details and master specifications, on other projects.

2.5.3.2 The Contractor agrees to allow the City to review any of the procedures used in performing the work and services hereunder, and to make available for inspection the field notes and other documents used in the preparation for and performance of any of the services performed hereunder.

2.5.3.3 The Contractor shall be permitted to retain reproducible and electronic copies of all of the Documents for the information and reference, and the originals of all of the Documents, including all electronic files, shall be delivered to the City promptly upon completion thereof, or if authorized by the City’s Project Manager, upon termination or expiration of this Design-Build Contract.

2.5.3.5 The Contractor agrees that all work performed under this agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. The Consultant will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission and all releases and other necessary documents. If the Consultant prepares any design documents which specify any material, equipment, process or procedure which is protected, the Consultant shall disclose such patents, trademarks and copyrights in the construction drawings or specifications.

2.6 **Construction Services.** Construction Services shall be performed by qualified Design-Build Contractors (licensed in the City and County of Denver), subcontractors and suppliers, selected and paid by the Contractor and acting in the interest of the Contractor. Selection of the Contractor’s subcontractors, consultants, subconsultants, vendors and suppliers shall be at the sole discretion of the Contractor.

2.7 **Acts and Omissions.** The Contractor shall be responsible to the City for negligent acts and omissions of the Contractor’s employees, contractors, subcontractors, agents and parties in privity of contract with it to perform a portion of the Work, including all design elements of the Project.

2.8 **Conflict of Interests.** No design consultant or subconsultant shall be engaged to perform work on the Project wherein a conflict exists, such as being connected with the sale or promotion of equipment or material which may be used in the Project, provided, however, that in unusual circumstances and with full disclosure to the City of such interest, the City may provide a

waiver, in writing, in respect to the particular consultant or subconsultant.

3. CONTRACT DOCUMENTS

It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto, bound herewith or incorporated herein by reference constitute and shall be referred to as the “Contract Documents” and all of said instruments, drawings and documents taken together as a whole constitute the Design-Build Contract between the parties hereto, and they are as fully a part of this Design-Build Contract as if they were set out verbatim and in full herein. The Contract Documents represent the entire and complete integration of all understandings between the City and the Contractor and supersedes all prior negotiations, representations or agreements. No prior or contemporaneous addition, deletion or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement or change order properly executed by the parties. When the Contract Drawings and Technical Specifications are complete, they will be incorporated by written directive of the Manager or the Manager’s designee.

3.1 All of said instruments, drawings and documents taken together as a whole constitute the Design-Build Contract between the parties hereto, and they are as fully a part of this Design-Build Contract as if they were set out verbatim and in full herein.

Design-Build Contract and all Exhibits thereto

Appendix No. 1 – Standard Federal Assurance; Nondiscrimination in Airport Employment Opportunities; Certification for Contracts, Grants, Loans and Cooperative Agreements

Request for Proposals (RFP), dated February 21, 2014 including Addenda 1, 2, 3 & 4 and including City forms and Equal Employment (incorporated by reference)

Contractor Response to RFP, dated April 22, 2014 (incorporated by reference)

Exhibit A Design-Build Criteria and Scope of Work – including all documents listed in the PART II – Technical Provisions – Table of Contents (incorporated by reference).

Exhibit A-1 For Project Schedule and Milestone requirements see the Contract Special Conditions SC-7 Prosecution and Completion of the Work, Division 1 specification 013210 Schedule and other Contract Schedule requirements.

Exhibit B Prevailing Wage Rate Schedule

Exhibit C Negotiated Fixed Contract Price

Exhibit D Notice to Proceed

Exhibit E General Contract Conditions (table of contents attached)

Exhibit F Special Contract Conditions

Exhibit G Performance Bond

Exhibit H Payment Bond

Exhibit I General Requirements (Division 1) (incorporated herein by reference upon City acceptance)

Exhibit J Drawings and Specifications (to be determined)

Exhibit K Minority and Women Business Enterprise Participation MBE/WBE

Compliance Plan

Exhibit Q Owner Controlled Insurance Program (OCIP)

Exhibit Q.1 Certificate of Insurance

3.2 If anything in the Contract Documents is inconsistent with this Design-Build Contract, this Design-Build Contract will govern. The order of precedence of the Contract Documents shall be as follows:

3.2.1 this Design-Build Contract, as may be modified by amendment or change orders, with precedence of amendments or change orders in reverse order of issuance;

3.2.2 the Special Contract Conditions;

3.2.3 the General Contract Conditions;

3.2.4 the Negotiated Fixed Contract Price (*Exhibit C*);

3.2.5 the Technical Specifications;

3.2.6 the Contract Drawings (100% Construction Documents);

3.2.7 Design Build Criteria and Scope of Work (*Exhibit A*);

3.2.8 Project Schedule (See Special Condition SC-7 and other relevant Contract Schedule requirements);

3.2.9 Contractor Response to RFP, dated April 22, 2014, to the extent that any discrepancies from the RFP have been identified by Contractor;

3.2.10 RFP dated February 21, 2014; and

3.2.11 all other Exhibits, whether attached to this Design-Build Contract, incorporated by reference or later added by Change Order.

3.3 The intent of the Contract Documents is to include all terms, conditions, work items and services necessary or required for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be binding as if required by all. Work items or services not covered in the Contract Documents will be required unless they are not consistent with the Contract Documents and are not inferable from the Contract Documents as being necessary to produce the result intended by the Contract Documents. Anything mentioned in the Technical Specifications and not shown on the Contract Drawings, or shown on the Contract Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown or mentioned in both. Words and abbreviations that have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meaning.

3.4 It is contemplated by the parties that numerous exhibits or attachments, including construction documents and final technical specifications, will not be accomplished or must be developed after execution of this Design-Build Contract and, as such, must be finalized, incorporated by reference and/or attached to and be made a part of the Contract Documents subsequent to execution of this Design-Build Contract. The incorporation of such exhibits or attachments into this Design-Build Contract shall be accomplished by written directive from the Manager or the Manager's designee. The parties shall be diligent in accomplishing these exhibits and attachments. To the extent these new exhibits or attachments conflict with other exhibits or portions of this Design-Build Contract, the document with the higher precedence as identified in 3.2 shall prevail. However, nothing contained in this section shall relieve the

Contractor from its obligation to identify any discrepancies in the documents, nor shall this section limit the Contractor's ability to seek Change Order time and compensation adjustments for City changes to the Work incorporated into any of these later exhibits and attachments.

3.5 Where reference is made in this Design-Build Contract to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

4 SCOPE OF WORK

4.1 Completion Obligation. The Contractor shall execute the Project described in the Contract Documents, except to the extent specifically indicated in the Contract Documents as the responsibility of others. The Contractor agrees to commence and undertake the performance of the Work under this Design-Build Contract within ten (10) days of the date of issuance of a Notice to Proceed in substantially the form attached in the Special Conditions and agrees to complete said Work within the Contract Time in accordance with the Contract Documents. The Contractor may attain Substantial or Final Completion of the Contract earlier than the dates established by the Contract, but any claim by the Contractor based on delay shall be based upon the times allowed by the Contract and not on an earlier projected completion date that the Contractor may propose.

4.2 Scope of Work. The entire Scope of Work shall include the following phases:

4.2.1 Program Development and Design Phase Services. The Program Development and Design Phase Services are comprised of all those services, obligations and responsibilities necessary or required to complete for the City's review and acceptance a Project Design that strictly complies with the requirements set forth in the Design-Build Criteria and Scope of Work, incorporated herein by this reference as *Exhibit A*.

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

4.2.3 The Work. The terms "Scope of Work" or "Work" as used herein shall mean all Design and Construction Phase Services required by or reasonably inferable from the Contract Documents, whether completed or partially completed, and includes all other materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work shall constitute the whole of the Project.

4.3 Acknowledgement of Scope of Work. The Contractor expressly recognizes and

acknowledges that this Project must be completed within the time and fiscal constraints as set forth throughout this Design-Build Contract.

4.3.1 The Contractor further represents to the City that by executing this Design-Build Contract, it has been fully informed of and has thoroughly reviewed the following: the objectives of the Project; the work effort of the City's Consultants performed to date for the Project; all of the Contract Documents attached to this Design-Build Contract or incorporated by reference; and all of the Work required by the Contractor by the Contract Documents. Based upon this thorough review and analysis, the Contractor represents to the City that it will provide or perform all of the necessary Work within the requirements of the Contract Documents.

4.3.2 Also by execution of this Design-Build Contract, the Contractor covenants and represents that the Contractor is familiar with the site of the Project (the "Site") and has had sufficient time and opportunity to independently examine and is sufficiently familiar with: the Site, the character and nature of the Site layout and materials, the character and nature of all Site constraints, restrictions and limitations, and limitations on ingress, egress and construction staging and performance; and the local conditions under which the Work is to be performed, including weather conditions and any other factors which may impact the Work. The Contractor further represents that it has taken into consideration and correlated these direct observations, examinations and investigations with the requirements of the Contract Documents and in the pricing of the Work, the formulation of the Negotiated Fixed Contract Price, the Contractor's Fee and in preparing all Exhibits.

4.3.3 Also by execution of this Design-Build Contract, the Contractor represents that it has reviewed and is familiar with the City's general expectations and scheduling assumptions regarding completion of the Project and occupancy of the completed facility and the requirements, constraints, and limitations occasioned by the City's occupancy schedules; and that, given the Design-Build Criteria and Scope, these scheduling assumptions are reasonable and achievable. The Contractor further represents that it has taken into consideration and correlated these assumptions and constraints with the requirements of the Contract Documents and in the pricing of the Work, the Fixed Contract Price and the Contractor's Fee.

4.3.4 Finally, the Contractor represents that it has reviewed the Design-Build Criteria and Scope, accepts the terms and requirements thereof and affirmatively states that the Project, as expressed by these scoping documents and the Project requirements and constraints is a reasonable and constructable Project, incorporating a reasonable and workable delivery approach, schedule and Negotiated Fixed Contract Price.

5. RELATIONSHIP OF THE PARTIES

5.1 The parties intend herein to establish a relationship wherein the City relies upon the integrity and fidelity of the Contractor to complete the Project within the time and Negotiated Fixed Contract Price set forth in this Design-Build Contract and in a manner which satisfies the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory

requirements in the performance of general public improvements.

5.2 The Contractor accepts the relationship of trust and confidence established by this Design-Build Contract with the City. The Contractor further agrees to utilize the Contractor's reasonable skills, efforts, and judgment in furthering the interests of the City regarding the Project; to furnish at all times an adequate supply of qualified and competent workers and quality materials; and to perform the work in a competent, expeditious, and economical manner. Further, the Contractor agrees to furnish efficient business administration, construction management and superintendence and to use all necessary efforts to complete the Work in an expeditious and economical manner, consistent with the interests of the City.

5.3 The Contractor shall accept the designated and authorized representatives of the City identified in the Contract Documents and perform its obligations toward and in response to such representatives in the same manner it would toward and in response to the City, pursuant to such designation and authorization.

6. COORDINATION AND COOPERATION

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

6.2 The Contractor shall, as a continuing work item under this Design-Build Contract, facilitate coordination, communication and cooperation regarding its performance hereunder between the City's Department of Aviation ("Aviation"), the Project Manager, other City consultants and any affiliated entities. In addition, the Contractor shall coordinate its efforts under this Design-Build Contract with all involved governmental and regulatory entities.

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

7. CONTRACT TIME AND TIME OF COMMENCEMENT

7.1 **General.** The Contractor agrees to begin the performance of the work required under this Contract within ten (10) days of the issuance by DIA of the Notice to Proceed. The entire Contract shall be complete no later than 750 consecutive calendar days from the date of the Notice to Proceed. This period of performance is also referred to as the Contract Time. The

Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed. Termination shall be pursuant to G.C. Title 22 except as otherwise provided herein.

7.2 Contract Time and Substantial Completion.

7.2.1 The term “Contract Time” is defined as the period beginning on the date of Notice to Proceed and ending on the date of Final Completion of the Work and subject to Change Orders as provided for in the Contract Documents. The terms Substantial Completion and “Final Completion” are defined in the Contract General Conditions.

7.3 Liquidated Damages: It is understood and agreed by and between the City and the Contractor that, if the Contractor fails to achieve any of the Milestones described in Contract Special Conditions SC-7 or if the Contractor causes Disruptions to Airport Activities as described in Contract Special Condition SC-8, the City will suffer substantial damages, which damages would be difficult to accurately determine. The parties hereto have considered the possible elements of damages and have agreed that the amount of liquidated damages for the Contractor’s failure to meet schedule requirements or for Contractor caused Disruptions to Airport Activities, the Contractor shall be liable to the City for the Liquidated Damages as described and not as a penalty, at the rates as described in Contract Special Conditions SC-8 LIQUIDATED DAMAGES , all in accordance with provisions of General Contract Condition 602, LIQUIDATED DAMAGES; ADMINISTRATIVE COSTS; ACTUAL DAMAGES.

Representative hourly rates for the City administrative costs described in General Contract Condition 602.2 shall be as follows for this Project:

Engineer or Architect Supervisor = \$138.00/hour
Project Manager = \$103.50/hour
Project Inspector = \$80.50/hour
Administrative Assistant = \$55.20/hour

If the Contractor shall fail to pay such liquidated damages promptly upon demand therefore, the Surety on its Performance Bond and Payment Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due the Contractor. Additional provisions relating to liquidated damages are set forth in the Design Build Contract General Contract Conditions. The Parties agree that the Liquidated Damages are the sole remedy for the City on the condition that the Contractor does not seek to void the Liquidated Damages provisions in these Contract Documents or on any other basis, and in such event the City reserves all of its rights to seek actual damages from the Contractor for injury or loss suffered by the City from the acts or omissions of the Contractor, including but not limited to any other breach or default of this Design-Build Contract.

The parties agree that the foregoing amounts shall be the full amount of liquidated damages recoverable against the Contractor by the City for the Contractor’s breach of its covenants of performance hereunder. The provisions of this Section shall not limit the rights and remedies of the City pursuant to the General Conditions.

8. SUBCONTRACTOR RESPONSIBILITY. The Contractor shall be responsible to the

City for the acts and omissions of its agents and employees, Subcontractors and Suppliers of any tier, and their agents and employees performing Work under this Design-Build Contract.

9. COMPENSATION

In accordance with the terms of this Design-Build Contract, the amount to be paid by the City to the Contractor under this Design-Build Contract shall be the Negotiated Fixed Contract Price as set forth in *Exhibit C* and shall not exceed **Thirty Eight Million Eight Hundred Thirteen Thousand One Hundred Twenty Nine Dollars and no cents (\$38,813,129.00)**. The Contractor guarantees and warrants that the Project will be completed by its performance hereunder for the Negotiated Fixed Contract Price amount. In no event will the City's liability exceed the Negotiated Fixed Contract Price, except as adjusted by duly authorized change order in accordance with this Design-Build Contract. The parties specifically agree that any performance by the Contractor hereunder shall not subject the City to any cost, charge or fee not specified above.

10. ADDITIONAL PROVISIONS

10.1 Compliance with Minority/Women Business Enterprise Requirements.

This Contract is subject to all applicable provisions of Divisions 1 and 3 of Article III, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as Sections 28-31 – 29-36 and 28-52 – 28-90 D.R.M.C. and referred to in this Contract as the “M/WBE Ordinance”. The accordance with the requirements of the M/WBE Ordinance, a minimum Design goal of **Twenty percent (20%) and the Construction goal of Twenty Five percent (25%)** has been established for this Project. The Contractor has agreed to meet the specific goal set forth in their Letters of Intent utilizing properly certified M/WBE subcontractors and suppliers for the Design portion of the Project. The Letters of Intent are hereby incorporated into this Design-Build Contract by reference. In addition to the applicable provisions of the M/WBE Ordinance, the Contractor agrees, as an express condition of its performance hereunder, to comply with the requirements of any approved Small Business Enterprise Compliance Plan (attached and incorporated herein as *Exhibit K*) for the Construction portion of the Project. Such plan shall, at a minimum, include a narrative regarding compliance with the goal; a list of committed M/WBE participants along with dollar and percent participation for each evidencing compliance with the overall goal, and fully executed letters of intent for each listed participant, all in a form satisfactory to the City. Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Sections 28-72, 28-73 and 28-75 D.R.M.C. and the M/WBE Program, to meet and maintain throughout the duration of this Construction Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against the Contractor in accordance with Section 28-77, D.R.M.C. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City's right to prior approval of Subcontractors, or substitutes therefore, under this Construction Contract.

10.2 Compliance with Wage Rate Requirements. In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's

Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, DRMC, including but not limited to all Design-Build Contract anniversary date wage rate adjustments, and any determinations made by the City pursuant thereto. In accordance with Section 20-76(b), DRMC, the prevailing wage rate schedule applicable to this Design-Build Contract shall be the most current schedule available at the time the Contractor executes this Design-Build Contract and such schedule is attached hereto and incorporated herein as *Exhibit F*. For purposes of establishing a date for prevailing wage rate anniversary adjustments the contract date should be the date of the attached wage rate schedule (*Exhibit F*).

10.3 Applicability of Laws. This Design-Build Contract between the Contractor and the City shall be deemed to have been made in the City and County of Denver, State of Colorado and shall be subject to, governed by and interpreted and construed in accordance with the laws of the State of Colorado and the Charter, the Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City. As such, the Contractor shall at all times comply with the provisions of the Charter, Revised Municipal Code, Rules, Regulations, Executive Orders and fiscal rules of the City, and those of the State of Colorado and Federal Laws and Rules and Regulations, which in any manner limit, control or apply to the actions or operations of the Contractor, any Subcontractors, employees, agents or servants of the Contractor engaged in the Work or affecting the materials and equipment used in the performance of the Work, as the same may be, from time to time, promulgated, revised or amended. The Charter and Revised Municipal Code of the City, as the same may be amended from time to time, are hereby expressly incorporated into this Design-Build Contract as if fully set out herein by this reference.

10.4 Appropriation. Notwithstanding any other term, provision, or condition herein, all payment obligations under this Design-Build Contract shall be limited to the funds duly and lawfully appropriated and encumbered, or otherwise made available by the Denver City Council and paid into the Treasury of the City. As of the date of this Design-Build Contract, **Forty Million Thirteen Thousand One Hundred Twenty Nine Dollars no/100 Dollars (\$40,013,129.00)** have been appropriated and encumbered for this Design-Build Contract. The Manager, upon reasonable written request, will advise the Contractor in writing of the total amount of appropriated and encumbered funds that are or remain available for payment to the Contractor. The issuance of any form of order or directive by the City which would cause the aggregate amount payable to the Contractor to exceed the amount appropriated for the Work to be performed in accordance with the Contract Documents is expressly prohibited. In no event shall the issuance of any change order or other form of order or directive by the City be considered valid or binding if it requires additional compensable Work to be performed, which Work will cause the aggregate amount payable for such Work to exceed the amount appropriated and encumbered for the Work, unless and until such time as the Contractor has been advised in writing by the Manager that a lawful appropriation sufficient to cover the entire cost of such additional Work has been made. It shall be the responsibility of the Contractor to verify that the amounts already appropriated for the Work are sufficient to cover the entire cost of such Work, and any Work undertaken or performed in excess of the amount appropriated is undertaken or performed in violation of the terms of this Design-Build Contract, without the proper authorization for such Work, and at the Contractor's own risk and sole expense.

10.5 Approvals. In the event this Design-Build Contract calls for the Appropriation Amount

(Article 10.4) of five hundred thousand dollars (\$500,000.00) or more; approval by the City Council of the City and County of Denver, acting by ordinance, in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and effect and performance of this Design-Build Contract.

10.6 Assignment Strictly Prohibited. The Contractor shall not assign or otherwise transfer, in whole or in part, any of its rights, benefits, claims, obligations, duties or entitlement to monies owed or which may become due under this Design-Build Contract, except upon the prior written consent and approval of the Manager to such assignment.

10.7 Conflict of Interest. The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the City further agrees not to hire or contract for services with any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12.

10.8 Taxes, Charges and Penalties. Except as provided in the City's Prompt Payment ordinance, codified at DRMC Sections 20-107, 20-108 and 20-109, the City shall not be liable for the payment of any taxes, late charges, interest or penalties of any nature arising out of this Design-Build Contract.

10.9 Waiver of C.R.S. 13-20-802 et. seq. The Contractor specifically waives all the provisions of Part 8 of Article 20 of Title 13, Colorado Revised Statutes regarding defects in the Work under this Design-Build Contract.

10.10 Proprietary or Confidential Information.

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

10.10.2 Contractor Information: The parties understand that all the documents, records or material provided or produced under this Design-Build Contract may be subject to the Colorado Open Records Act, C.R.S. 24-72-201, et seq., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material. The Contractor further agrees to defend, indemnify and save

and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert its claims of privilege against disclosure under this Section including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

10.11 Status of Contractor. It is understood and agreed that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform work or services for limited periods of time, and it is not intended, nor shall it be construed, that the Contractor, or any member of its staff or any consultant, is an employee or officer of the City for any purpose whatsoever.

10.12 Rights and Remedies Not Waived. No payment or failure to act under the Design-Build Contract by the City shall constitute a waiver of any breach of covenant or default which may then exist on the part of the Contractor. No assent, expressed or implied, by either party to any breach of the Design-Build Contract shall be held to be a waiver of any default or other breach.

10.13 Notices. Any notices, demands, or other communications required or permitted to be given by any provision of this Design-Build Contract shall be given in writing, delivered personally or sent by registered mail, postage prepaid and return receipt requested, addressed to the parties at the addresses set forth herein or at such other address as either party may hereafter or from time to time designate by written notice to the other party given in accordance herewith. Notice shall be considered received on the day on which such notice is actually received by the party to whom it is addressed, or the third (3rd) day after such notice is mailed, whichever is earlier. Unless changed in writing, such notices shall be mailed to:

If to the Contractor: Swinerton Builders
6890 W. 52nd Avenue Suite 100
Arvada, CO 80002

If to the City: Manager of Aviation
Airport Office Building
8500 Peña Blvd.
Denver, CO 80249-6340

With a copy to: Airport Legal Services
Airport Office Building
8500 Peña Blvd. #9810
Denver, CO 80249-6340

10.14 Survival of The Contract Requirements and Provisions. The parties understand and agree that all terms, conditions and covenants of this Design-Build Contract, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Design-Build Contract (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance, for

indemnity to the City and for preserving confidentiality of trade secrets and other information shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

10.15 Contract Binding. It is agreed that this Design-Build Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and duly authorized assigns.

10.16 Paragraph Headings. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

10.17 Severability. It is understood and agreed by the parties hereto that, if any part, term, or provision of this Design-Build Contract, except for the provisions of this Design-Build Contract requiring prior appropriation and limiting the total amount to be paid by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Design-Build Contract did not contain the particular part, term or provision held to be invalid.

10.18 Counterparts. This Design-Build Contract will be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which taken together, shall constitute one and the same instrument.

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

[END OF PAGE]

APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES

NOTE: As used below the term "contractor" shall mean and include the "Party of the Second Part," and the term "sponsor" shall mean the "City".

During the term of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), 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, shall not discriminate on the grounds of race, color, sex, creed or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX NO. 3

NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The Party of the Second Part assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Party of the Second Part or its transferee for the period during which Federal assistance is to provide, or is in the form of personal property or real property or an interest herein or structures or improvements thereon. In these cases, this Provision obligates the Party of the Second Part or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed at Denver, Colorado as of the date indicated on the City signature page.

Contract Control Number: _____

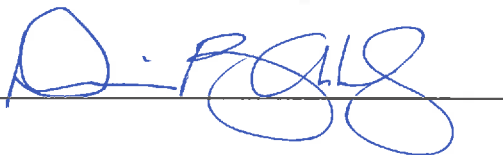
Vendor Name: SWINERTON BUILDERS

By: 

Name: SCOTT CONRAD
(please print)

Title: VICE PRESIDENT
(please print)

ATTEST: (if required)

By: 

Name: DENNIS RAY ASHLEY
(please print)

Title: DESIGN-BUILD PROJECT MANAGER
(please print)



Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



EXHIBIT A

DESIGN-BUILD CRITERIA AND SCOPE OF WORK

DIA Mod 4 East Parking Structure

Contract Number 201209030

September 2014

DEPARTMENT OF AVIATION
City & County of Denver



DENVER INTERNATIONAL AIRPORT

AIRPORT INFRASTRUCTURE MANAGEMENT

EXHIBIT A – DESIGN BUILD SCOPE

The following documents are attachments to the Exhibit A to Define the Scope of Work and are part of this contract.

PART 1 – CONCEPT PLANS

Attach 1 – Drawings – Site Plan, Location, Stockpile Sites & Access Map, Utility Programming, Site Grading and XCEL Energy Feeders.

Attach 2 – Drawings of the Mod 4 West Garage (for reference only)

Attach 3 – Specs –Mod 4 West Garage - Div 2 – 16. (Add 4) DELETE the Spec Section 16721 – Intelligent Life Safety Fire Management System and REPLACE it with spec section 283100 Intelligent Life Safety Fire Management System dated April 9, 2014. Use this specification in conjunction with the revised Attach 8 – Design Guide for the Fire Alarm and Life Safety Systems that was issued with Addendum 1 dated March 10, 2014. (The original specs are for reference only.)

Attach 4 – Drawings – Stair Towers required for this Project

Attach 5 – Specs – Required DIA Stair Towers

Attach 6 – Specs – Division 01 – DIA required (Add 4) Make changes to specifications 14525 MATERIALS TESTING AGENCY, 14510 CONTRACTOR QUALITY CONTROL and 011400 WORK SEQUENC AND CONSTRAINTS

Attach 7 – Specs – Division 16 - Required DIA Electric Specs

Attach 8 – Design Guide – Requirements for Fire Alarm & Life Safety Systems – (Add 1) Delete the existing Design Guide and replace it with the new attached Design Guide marked revision 1 and dated March 10, 2014.

Attach 9 – Reference Soils Report – August 2001, Kumar & Assoc, former DIA Hotel in the vicinity of the New MOD 4 East Parking Structure.

PART 2 – HOTEL EXIT ROAD & MSE WALL

Attach 10 – Drawings – Issue for Construction - Hotel Exit Road and MSE Wall. (by Addendum #2 – Delete the requirement for construction of the Hotel Exit Road and MSE Wall. By

negotiation in June and July 2014 add back the requirement for construction of the Hotel Exit Road and MSE Wall.

Attach 11 – REF Dwgs – Hotel MSE Wall – Reference to show the connection of the HOTEL EXIT ROAD MSE WALL to the MSE wall work by the HTC construction project.

Attach 12 – REF Dwgs – Hotel Roadways – Reference to show the connection of the HOTEL EXIT ROAD to the Roadways that are to be constructed by the HTC contractor that are in the vicinity or adjacent to the Mod 4 East Parking Structure Project.

Attach 13 – REF Dwgs – Reference information for underground electrical lines on the west and south sides of the Mod 4 East Parking Structure Project.

Attach 14 – REF Dwgs – Reference information for the Denver Water lines on the west side of the Mod 4 East Parking Structure Project.

PART 3 – DRAINAGE REPORTS AND PERMIT MEMO

Attach 15 – Drainage Report for Terminal Water Quality Pond – by Moser - This report demonstrates that the TWQP has the capacity to for the New HTC Project and the New Mod 4 East Parking Structure.

Attach 16 – Drainage Report for STRP Trunk Line,B Storm Sewer by Jviation – This report provides background information and is referenced in other drainage reports.

Attach 17 – Drainage Report for the Combined Roadway Design Package by Hartwig. This attached report provides background information that is helpful.

Attach 18 – Drainage Permit MEMO – Hotel Exit Road memo that will help the contractor obtain the required SWMP permit for the HOTEL EXIT ROAD & MSE WALL work. By Addendum #2 – Delete the requirement for construction of the Hotel Exit Road and MSE Wall. By negotiation in June and July 2014 add back the requirement for construction of the Hotel Exit Road and MSE Wall.

PART 4 – DIA DESIGN STANDARDS MANUALS, SURVEY & MISC INFO

Attach 19 – DIA DSM 1 – Standards and Criteria

Attach 20 – DIA DSM 2 - Architectural

PART II TECHNICAL PROVISIONS
TABLE OF CONTENTS
MOD 4 EAST PARKING STRUCTURE
Contract No. 201209030
With Addenda 1, 2, 3 & 4 and
Negotiated changes as of 8-15-14

Aug 15, 2014

Attach 21 – DIA DSM 3 – Structural

Attach 22 – DIA DSM 4 – Mechanical

Attach 23 – DIA DSM 5 – Electrical

Attach 24 – DIA DSM 7 – Signage

Attach 25 – DIA DSM 12 – Data Submittal, CADD, GIS, BIM and Metadata

Attach 26 – DIA Survey Deep Rod Survey Control Point Locations

Attach 27 – Parking Areas – Required Closure Signage

Attach 28 – Denver Water Requirements

Attach 29 – (Add 1) TECH SPECS – 312333 TRENCHING AND BACKFILLING and 312333.33 FLOWABLE BACKFILL (CONTROLLED LOW-STRENGTH MATERIAL) marked Addendum 1 and dated March 11, 2014. Attach 30 – (Add 4) DRAWINGS – Level 2 Entrance Road and Bridge Cross Sections (5 sheets 5-16-13). Add these drawings to assist in the design regarding the re-grading of the level 2 approach road as defined in Exhibit A paragraph 5.2.9.

Attach 31 – (Add 4) (a) Denver Greenprint – *“What You Need to Know – for Vertical Project and New Buildings”*, 2 pages and (b) Denver Greenprint – *“Sustainability Planning and Closeout Form for Project Managers – New Vertical Projects – LEED 3.0”*

EXHIBIT A

DESIGN-BUILD CRITERIA AND SCOPE OF WORK

Denver International Airport Mod 4 East Parking Structure Contract Number 201209030

With Addenda 1, 2, 3 & 4 and Negotiated Changes as of Aug 19, 2014

1.0 Project General Requirements

- 1.1. This is a Design-Build Contract for the design and construction of a new MOD 4 East Parking Structure (the Project) at Denver International Airport. The Project shall be designed and constructed by the selected Design-Build Contractor Team in accordance with the requirements defined in these RFP and Scope Documents and in conformance with the requirements of all applicable building codes, all applicable Federal, State and Municipal requirements and in accordance with all Technical and Operational requirements of Denver International Airport. All of the documents listed in the PART II Technical Provisions - Table of Contents – are included in the Project Requirements and shall be utilized in the design and construction of this Project. On this Project, DIA has significant design requirements that must be adhered to. However, the Design-Build Contractor Team shall have full responsibility for providing a complete and correct design and complete and correct construction of the Project. Should there be any issue where the DIA design requirements are in conflict with applicable codes or with established industry standards, the Design-Build Contractor shall notify the DIA Project Manager and the DIA Project Manager shall make the final decision on the conflict issue. In any case there shall be no cause for added cost for any such conflict issue. Should the Design-Build Contractor fail to notify the DIA Project Manager of any issue, the Design-Build Contractor shall be responsible, at no cost to DIA, to correct/change any resultant work as directed by the DIA Project Manager.
- 1.2. The Scope of the Project shall be to provide a Parking Structure that is complete, fully functional, and completely tied into and integrated with the surrounding DIA infrastructure and systems. The Project shall generally be a mirror image of the Mod 4 West project. The Mod 4 West drawings are included in this RFP as Attachment 2. The Design build Contractor shall be responsible to utilize the geometry and general outline of the west garage to provide the basis of design for the east garage. The structural system of the EAST garage shall be a POST TENSIONED – CAST IN PLACE structural system which is different from the Mod 4 West garage. The East garage shall have an architectural spandrel façade to maintain the same architectural appearance as the original parking garages.
- 1.3. The stair towers for egress from the garage shall be substantially similar to the galvanized steel structure and aluminum tread stair towers that were recently installed on the original 6 parking structures. The drawings for these stair towers are included in this RFP as Attachment 4. The design-build Contractor must utilize in detail the design concept of the galvanized structural steel stair support framing and the aluminum stair treads. Field welding shall be minimized. If field welding is required the weld area shall be properly prepared and flame spray galvanizing shall be applied to the affected area.
- 1.4. The Project shall provide a minimum of 1700 parking spaces within the 4 structural floors and the ground level area within the structure.
- 1.5. Alternate Pricing Proposals. The Contractor shall submit a proposal for the Project as defined in these documents. In addition to the required proposal, the Contractor may offer

Exhibit A - Design-Build Criteria and Scope of Work

alternate design or construction proposals that will keep the same general appearance and functions and quality and provide cost savings for the project. For all alternate proposals the Contractor shall provide a clear and complete description of the alternate proposal for evaluation and the cost savings for consideration by DIA.

- 1.6. The Project construction shall utilize the standard City and County of Denver and Denver International Airport General Construction Requirements. These documents are included or referenced in this RFP.
- 2.0 The Project D-B Contractor and Designer shall review and study ALL documents listed in the Part II Technical Provisions Table of Contents. The D-B Contractor shall design and build the project in accordance with these requirements.
- 3.0 **Contractor Project Cost Proposal**
 - 3.1. The Design-Build Contractor shall submit a Total Lump Sum cost in the Contract Bid forms and that price shall be the full and final amount for all required work to fully complete the project as specified. The Project is a Fixed Price – Lump Sum cost subject to adjustment by duly authorized change orders as provided for in the contract.
- 4.0 **Project Schedule, Phasing and Constraints**
 - 4.1. The design and construction for the Project shall be substantially completed in **no more than 600 calendar days** after issuance of a written Notice to Proceed (NTP) to the Design-Build Contractor. The Project shall be substantially completed, the structure(s) inspected, all building systems inspected, tested and commissioned, and the Parking Structure can be occupied or utilized for the purpose for which it is intended.
 - 4.2. Schedule Milestones are described in Contract Special Conditions SC-7.
 - 4.3. Liquidated Damages shall be assessed as outlined in Contract Special Conditions SC-8.
 - 4.4. There are significant Project Constraints that must be considered. Refer to DIA Specifications Division 01 Specification 011140 Work Sequence and Constraints.
- 5.0 **Project Requirements**
 - 5.1. **Hotel Exit Road and MSE Wall (by Addendum #2 – delete the Hotel Exit Road and MSE Wall. By negotiations in June –July 2014 reinstate the contract requirement for the Hotel Exit Road and MSE Wall.)**
 - 5.1.1. This D-B Contract requires the D-B Contractor to complete the Construction of the Hotel Exit Road and MSE Wall. Attachment 10 provides the scope of work for the Hotel Exit Road & the MSE Wall. Attachments 11 through 18 provide necessary and supplemental for the Hotel Exit Road and MSE Wall work and for the construction of the Mod 4 East Parking Structure. The D-B Contractor shall: 1) Verify all design details for conformance with all Project requirements and all applicable Federal, State and Local requirements, 2) Obtain all required permits for the work, 3) Provide complete construction of the Hotel Exit Road and MSE Wall. The D-B Contract will utilize the “Terminal Water Quality Pond - Final Drainage Report” (Attachment 15) to show that the area is part of a controlled collection system and has been accounted for in earlier permit submittals. Use the information as a basis to provide a specific drainage report that is required to obtain the necessary construction permits. Provide all environmental support, calculations, documents, reports and submittals necessary to address all storm water management, storm discharge, erosion, sedimentation and any other issue needed to obtain the required permits. The Exit Road and MSE Wall Engineer of Record will provide stamped design documents necessary for submittal for the required construction permit. DIA will define a stockpiling area for the excavated material to be south of Pike’s

Exhibit A - Design-Build Criteria and Scope of Work

Peak stockpiling area. The area is under use by Kiewit Construction and the successful Contractor will receive a reasonably leveled area accessible for stockpiling clean soils from the new road area. (approximate quantities of excavation and backfill are defined on Exhibit C.)

- 5.1.2. The D-B Contractor shall use the MSE drawings to complete the engineering of the wall.
- 5.1.3. The façade panels must match these identified on the drawings and may be coordinated with DIA for sole source or coordinating independent sample matching existing panel size and pattern.

5.2. Civil and Site Requirements

- 5.2.1. The new parking structure is restricted in elevation to match level 1 of Mod 3 east and to have level two at or slightly higher than the level-2 road on the east side and to match levels 4 and 5 at the bridges. Have no more than 2% slope to accommodate pedestrian movement (from any parking stalls to the elevators or the bridges.) and maximize drainage. Level one should be designed to have 2% slope on ground level to keep proper drainage and allow for minor differential vertical movement without losing drainage or causing ponding.
- 5.2.2. The first level of the structure shall be over-excavated to minimum of three feet in the center along the east-west axis and sloped down both north and south, (capped in the middle). The bottom of excavation is then covered with an RPP liner of minimum of 36(Add 4) mil thickness (Note – DIA has accepted a \$175,862.00 credit to change from the 36 mil RPP to a fluid applied barrier. This detail and the subgrade prep will be reviewed and options reconsidered during the design process.) and drainage fabric to encourage the water collection and the water is then drained by gravity to a perimeter foundation drainage system. All utilities must be completed prior to placement of liner and any penetration made later must be recovered by slitting the liner and re- seal a patch to assure integrity of drainage process. The site may be backfilled with a low to moderate plastic soil having a PI of less than 30 and heaving potential less than 3.5% heaving potential. Over-excavation and recondition of the bottom of excavation is only recommended where the bottom of the excavation is a fill or weathered bedrock material. Solid tight bedrock is not required to be over-excavated and reconditioned in place under the liner. Minor re grading to level the ground bottom of excavation may be necessary. The Contractor may replace the liner with a 100% covered tack bituminous layer acting as full waterproofing layer.
- 5.2.3. The over excavation soils must be clear of any construction debris and shall be stockpiled at the stockpiling location south of Pike's Peak. The Contractor must show all hauling routes and SWAMP plan on design drawings submitted for DIA approval and the permitting Authorities. The area of stock pile will be transferred from Kiewit Construction to the D-B Contractor immediately after NTP.
- 5.2.4. The source of the back fill area under the level one asphalt pavement shall be from a borrow location within 5 miles of the site. A potential location under investigation is south of World Port building accessible from Elk street and 75th Ave. The Contractor shall include (a) All required permitting for an access haul road to the borrow site, (b) Construction and maintenance of the haul road as required by the permitting documents and DIA requirements. The borrow site shall be re-graded at the end of the completion of borrowing soil and stabilized and left accessible reasonably leveled for future projects.
- 5.2.5. Denver Water - The Project shall include the design and construction of the Denver Water lines and fire hydrant system to connect into the existing

Exhibit A - Design-Build Criteria and Scope of Work

systems. The general arrangement and alignment of the water line is as shown on one of the Utility drawings in Attachment 1. The detail design for the water line shall be provided by Denver Water. The Project Design Build Designer shall be responsible for coordinating Denver Water design with all other new or existing obstacles to insure a workable and complete design. The fabrication and construction of the water line(s) and the providing and installing of all of the required parts shall be the responsibility of this Contract. This new work shall be complete and comply with all the requirements of Denver Water and DIA.

- 5.2.6. XCEL Energy – XCEL Energy shall be responsible for the design and construction of the dual electrical feeders from the XCEL grid to the XCEL Energy transformers). The Project shall provide for the design and construction of the connection to the XCEL Energy transformers and into the Project. The Design Build Contractor shall also provide support to XCEL Energy as follows: 1) Design and Build a concrete retaining wall and a level concrete pad for each of the two XCEL Energy switch cabinets and 2) Provide all efforts required to close down, post closure signage, install barricades, tow cars and barricade the parking lot areas where XCEL Energy will be installing the underground primary feeders from XCEL manholes to the XCEL switch cabinets. 3) Provide all work required to maintain continuous and safe access around the work areas to minimize impacts on DIA Parking revenue and to minimize impacts on customer service. The electrical connection shall be a dual feed such that redundant power is delivered, active and complete for the Project.
- 5.2.7. Storm Sewers – The Project shall connect to the existing DIA storm sewer network as directed. The D-B Designer shall be responsible for all submittals required to obtain all required permits. The D-B Designer shall conduct all design efforts to coordinate with the information provided in Scope Attachments, including but not limited to Attachments 2, 10, 11, 12 and 13.
- 5.2.8. Sanitary Sewers – The Project shall connect to the existing DIA sanitary sewer network as directed. All work shall comply with all requirements of the RFP documents.
- 5.2.9. Parking Garage Connector Roadways – The Project shall make all necessary adjustments to the existing roadways and as directed to provide full functionality of the Project and to coordinate with the adjacent projects and with the existing DIA Toll Plaza. The Project shall re-profile the level 2 access road to allow the Garage approach bridge to have a positive slope away from the Parking garage.
- 5.2.10. SOILS REPORT - Attachment 09 is an existing Soils Report for the same areas as this project and is included in this RFP for information only. The Contractor shall be responsible to provide a full soils report to specifically address the requirements for this Project.
- 5.2.11. Site Paving – The site paving around the Project and the additional parking spaces on the south side of the garage are required in this Project.
- 5.2.12. A Structural retaining wall will be required to compensate for an elevation difference of 6 feet or more due to the difference between the Hotel loading dock and the elevation of the Parking Structure level 1.
- 5.2.13. Site Utilities – At the connection points of all utilities to the parking structure the design shall incorporate design features that will allow and accommodate the potential movement that occurs between the structure and the utility and the soil.
- 5.2.14. Sub-grade prep under the garage – within the entire footprint of the garage the design shall require the removal of 3 feet of soil below the finish grade, the

Exhibit A - Design-Build Criteria and Scope of Work

installation of a 36 (Add 4) mil RPP waterproof liner (Note see the note in paragraph 5.2.2 regarding replacing the 36 mil RPP with a liquid applied liner and the credit included in the current pricing.) and the replacement of this soil with a low-swell clay that shall be available on the DIA property. The location of this borrow site is as directed by the DIA Project Manager. It is anticipated that the borrow site shall be located within 5 miles of the Project site. The Soils Engineer hired by the D-B Contractor shall be responsible to confirm and endorse this plan to mitigate the potential for swelling soil. The D-B Contractor shall have the potential borrow site tested and approved by DIA before use.

- 5.2.15. Utility Trenching – Inside and Outside of the Footprint of the Garage – The D-B Contractor shall utilize flowfill in all trench backfills. This is in addition to any requirement for concrete encasement for the underground utility. The flow-fill shall be full depth of trench up to the bottom of the surface paving or to within 12 inches of areas finished with soil. (Note – The use of flowfill is a question posed by the Contractor as a potential cost savings. The contract price still requires the full use of flowfill in utility trenches as noted above.)
- 5.2.16. Site Grading – Re-grade approximately 2 acres on the south side of the garage for drainage and future development.
- 5.2.17. Site Grading – Re-grade on all sides of the garage to tie into existing features. Make adjustments to existing features and systems to provide an appropriate - sustainable design solution.
- 5.2.18. Site Landscape Finishes – Provide sustainable and maintainable finishes on all areas within the project influence area.
- 5.2.19. Site Grading – Require the excavation and removal of approximately 74,000 Cubic Yards of existing soil from the project site to bring the site to a rough grade elevation in preparation of the work.

5.3. Structural Requirements

- 5.3.1. The Project shall require a one-way post tension slab design with unbonded and fully encapsulated tendons and Protection Level 2 (PL-2), water tight slab design to minimize cracks. The Post Tension design shall follow the recommendations for high durable corrosive resistance water tight slabs with minimum possible cracks as recommended by the latest edition of Post Tension Institute // American Segmental Bridge Institute (ASBI) M50 Committee for Grouted Post Tensioning.
- 5.3.2. The Project shall require unbonded tendon post tension beams and use of (Add 4) upturned beams system to provide maximum clearances and visibilities where possible.
- 5.3.3. The Project shall not permit the use of Lightweight concrete aggregate for any structural or non-structural uses. No ferrous containing aggregates.
- 5.3.4. Grouting shall be a minimum of Type C engineered grout for high corrosive resistance and aggressive environment as recommended by the latest edition of Post Tension Institute PTI M-55 Grouting Committee.
- 5.3.5. Any value engineering suggested by the design build team shall be provided as alternate and DIA shall have the right to accept or reject any proposed alternate. Alternates must have all the pertaining support arguments and negative impacts.
- 5.3.6. (Add 4) a) The Structural design shall meet all the requirements of the IBC and the Denver Building Code. b) Use the importance factor for Airports in the

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design of this parking structure. c) For levels 2, 3 and 4 the ramps and the bridges use a live load of a minimum of 50 psf plus a roaming live load of 18,000 lbs (12K on the rear axle and 6K on the front axle). d) For level 5 use a live load of a minimum of 100 psf plus a roaming live load of 18,000 lbs as defined above. Be aware that DIA Fire Department has equipment approaching this weight requirement and DIA Maintenance operates snow removal equipment and trucks to pile snow on and remove snow from the level 5 deck.

- 5.3.7. The Project shall require that the parking structure, the elevator lobby, the elevator shafts, all at grade support rooms, all at grade electrical rooms and any other significant at grade installations shall require structural support by grade beams and caissons.
- 5.3.8. (Add 4) The project shall require the use of epoxy coated reinforcing steel in all garage concrete elements except drilled piers, grade beams and precast spandrel panels.
- 5.3.9. The Project shall require that all steel embeds used in the Project shall be hot dipped galvanized. The use of field welding on galvanized embeds shall be strictly limited by exception only and must be approved by the DIA Project Manager as the only alternative. Where welds are necessary all removed galvanization must be replaced with the spray flame galvanizing process.
- 5.3.10. The Project shall require that all exposed steel shall be hot dipped galvanized. The use of field welding on any galvanized part is strictly limited by exception only and must be approved by the DIA Project Manager. Where welding is necessary the weld area must be repaired with the flame spray galvanizing process. In addition to the hot dipped galvanized, any galvanized architectural element shall require an architectural paint finish as directed by DIA.
- 5.3.11. All bearing and sliding connections at bridges and stairs must be made of stainless steel material. All bolts and exposed metals must be corrosive resistance by minimum of hot dip galvanized or of corrosive resistant metals like stainless steel.
- 5.3.12. The Project requires the structural modifications to the existing south face of the Module 3 East parking garage to allow the installation of the connector bridges between the existing Module 3 east and the New Module 4 East. These connector bridges are required on garage levels 4 and 5. These structural modifications may/will require shoring and partial closures of the parking garage floors in the affected areas. The contractor shall be responsible for all efforts required for these closures.

5.4. Architectural or Functional Requirements

- 5.4.1. The Project design shall not permit parking on ramps (sloped garage floors that transition from one garage elevation to the next).
- 5.4.2. The Project requires the installation of Bridges that connect the Mod 4 East garage to the Mod 3 East garage at levels 4 and 5. In order to accommodate the installation of the new bridges between the existing Mod 3 East garage and the new Mod 4 East garage, this will require the D-B Contractor to close a portion of the existing Mod 3 East parking areas. The detailed requirements of those closures are described in Division 01 specification 011140 – Work Sequence and Constraints. All areas around the crossover bridges in the Mod 3 garage must be re-marked and new directional signage shall be added to the most favorable and shorter access from new Mod 4 east to the terminal. Add new pavement marking and modify signs and pedestrian curbs and fences inside Mod 3 East to accommodate luggage accessible routes to the terminal.

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Keep clearance on level 4 to a minimum of 8'-2". T1 road may not be closed for traffic unless the new Hotel and Transit Center Exit Road (N. Scottsburg) road is fully operational.

- 5.4.3. The Project requires the installation of an entrance bridge from the level two access road on the east side of the garage into level two of the garage. All access to and exits from the adjacent facilities must remain operational at all times. East exit road may be closed for the construction of the new level-2 bridge only if the new Hotel and Transit Center access road is fully operational.
- 5.4.4. All parking stalls shall be a minimum of 8'-6" wide and 18'-0" long.
- 5.4.5. Construct a Pedestrian Tunnel from the Garage area under the level 2 access road for access for customers to the at-grade parking (Economy Parking) that is on the east side of the level 2 access road. (Note – The Pedestrian Tunnel has been DELETED by negotiation as proposed by the Contractor and accepted by DIA.)
- 5.4.6. Construct 50 surface parking spaces on the south side of garage.
- 5.4.7. Construct a Fire Department access way on the south side of the garage.
- 5.4.8. The Project shall require the installation of bird control/prevention measures on all potential roosting or perching locations.
- 5.4.9. The Project requires spandrel panels provide the same architectural appearance as the original parking garages.

5.5. **Electrical, Communications and Systems Requirements**

- 5.5.1. The Project design requires the electrical system be provided with spare capacity as detailed in the DIA Design Standards.
- 5.5.2. The Project requirements for Fire Protection are outlined in the attached report by Hughes and Associates dated Feb 4, 2014, and in accordance with all requirements of all applicable codes and the requirements of the Denver Fire Department.
- 5.5.3. Premise Wiring & Communications (PWCS): The main communications room in the MOD 4E garage will need to connect to the terminal with two four-inch conduits, one of which contains three different colored innerducts. The destination point in the terminal is room 34D12 on level three of the terminal at the south end of Mod 3E. All three of the innerducts and the empty 4-inch conduit will require a 2500 lb tensile strength woven aramid pull tape that is sequentially marked in one-foot increments.
- 5.5.4. Elevator Telephones: Elevator cabs at DIA are equipped with a Talk-a-Phone ETP-103 OEM emergency telephone that is built into the control panel for each elevator cab. Stainless control panels are modified to provide openings for the telephone loudspeaker, microphone and red LED call placed indicator. An ADA compliant braille legend plate is also provided on the control panel. Telephones are programmed to dial using an auxiliary normally open contact on the elevator alarm bell button. The phone in each elevator is connected with an analog PABX extension which is programmed to ring down to the Denver Police positions in the airport communications center. Phones are polled by a computer using Talk-a-Phone software several times per day.
- 5.5.5. Blue Light Telephones: Blue Light phones used at DIA are Talk-a-Phone model ETP-400D dual button hands free phones. The red button on the phone is marked Emergency with an ADA compliant braille label placard. This button is programmed to call the Denver Police position in the airport communications center. The black button on the phones are marked "Info" with an ADA

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compliant braille placard. This button is programmed to call the parking operator operations office. Phones connect to a standard analog PABX circuit. Blue light phones are located adjacent to each stairwell. On lower levels of the garage. Blue Light phones are installed in a Talk-a-Phone ETP-WM wall mount blue light enclosure. On the upper level of the garage phones are mounted in a Talk-a-Phone ETP-MTE-72 tower enclosure. All phones will require both a telephone line connection and 120VAC power to power the blue light and strobe.

- 5.5.6. Courtesy Telephones: Courtesy telephones are a Ceeco model SSP-363F. These are flush mounted courtesy phones with a 32-inch armored handset which are ordered with a white handset option. The phones have a legend plate that will require printing to match other white courtesy phones at entry points to the terminal. A chrome dial pad is provided allowing these phones to dial any internal DIA extension. These phones connect to analog PABX circuits and do not require 120V power. Programming of the courtesy phone will be done by DIA Telecommunication department.
- 5.5.7. There shall be a dedicated telecom room constructed on the ground floor of the garage adjacent to the elevator lobby. This dedicated telecom room must comply with DIA Design standards and the access door to the room shall be provided with DIA security card access.
- 5.5.8. Closed Circuit Television (include in the contractor scope of work). Closed Circuit Television cameras will be required in each elevator lobby. The standard camera that DIA uses in these types of locations is an Axis P3354. One camera will also be required on level four of the garage overlooking the East parking exit plaza. This camera is an outdoor Axis Q6032-E model. The interior cameras will be powered from a PoE switch located at the garage main communications room. The exterior camera ships with a 60-watt high power PoE injector. This will need to be installed in series with the connection to the switch. Cameras will connect to a PoE enterprise network switch located at the main communications room for the garage. DIA security will provide IP addresses, subnet mask and default gateway information for each camera. DIA security will also configure these cameras in existing Genetec software to become a functional part of the DIA CCTV system.
- 5.5.9. Access Control: Access control will be required at the door to the garage main communications room. A proximity card reader will be required both inside and outside of the door to the communications room. The door will require outfitting with an electric center hinge and a solenoid operated lockset. One Intelligent Door controller will be required inside the main communications room. This controller will connect to a new Cisco IE-3000 access control network switch located in the main communications room. The door controller will require 120VAC power on a separate circuit as well as an Ethernet connection back to the access control network switch. The design build contractor will be responsible for procuring the door controller and card readers and providing wiring between the controller, door and card readers. DIA security will make the necessary wiring connections to the controller, card readers and door solenoid. DIA security will also configure the new door in DIA's access control system. DIA security will provide the successful contractor with specifics on the door controller and card readers as this is security sensitive information. DB shall provide rough in from the telecom room to the telecom room door and the fire protection room door. An allowance will be provided for the IDC and the door hardware associated with the security doors. Or DIA will transfer budget to DIA maintenance to purchase the IDC's required directly from the Manufacturer.

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- 5.5.10. Public Address: Public address loudspeakers will be required throughout each level of the garage and in each elevator lobby. Lobby loudspeakers will be flush 8" 70.7 volt units with a flush white baffle and backbox. Lobby loudspeakers may be on the same amplifier zone on all floors. Parking areas will require surface mounted reentrant horns. These units will be mounted to columns at intervals largely matching the spacing used in the existing MOD 4W garage. Verify tap settings on existing MOD 4W garage loudspeakers and set the new loudspeakers up the same. Loudspeakers in parking areas will need to be zoned by floor. Amplifiers for the MOD 4E garage will need to be rack mounted in an equipment rack located in the garage main communications room. These amplifiers will need to be Innovative Electronic Design (IED) Titan series units. The Titan frame will in turn, connect with an Ethernet connection to a new Emergency Communications System Cisco IE-3000 switch located in the main garage communications room. This switch will uplink through single mode fiber to ECS distribution switches located in MOD 2E and Mod 2W of the terminal. DIA Technical Maintenance will configure the existing terminal announcement control system to support the new Titan frame and amplifiers.
- 5.5.11. Dynamic Sign Control: Each of the seven existing garage modules are equipped with green "OPEN" and red "FULL" dynamic signs at each entry point to each module. These are arranged with one OPEN/Full sign element for each parking level. We believe that the most recent sign purchase for the MOD 4W garage was from Hightech Electronic Displays in Clearwater Florida. MOD 4 East will require two VMS signs. VMS signs for mod 4 have five levels instead of four listed on mod1, 2 and 3 west and east. Each sign is provided with a Mask Systems model D322 receiver. This receiver provides six reed relay outputs to control the individual sign elements. The receiver at each sign will require one pair of a four-pair category 5e cable connection between the sign and the garage main communications room. From there a one pair circuit for each sign will be cross connected through the DIA premise wiring and communications system to corresponding Mask Systems D318 transmitters located in the parking dynamic sign control rack located at north terminal room 45B08. The dynamic sign control system uses a programmable logic controller to output relay contacts to the D318 transmitters. The contractor will need to engage Cyber Country Systems (303-342-2907) to expand the output of this system to support the new sign(s) and to configure the new signs in software. Cyber Country maintains an office at DIA in the terminal, MOD 2E, Level one in the technical maintenance area.
- 5.5.12. From the telecom room on the ground level of the garage provide two 4 inch and one 1" conduits from this room back to the terminal to an existing telecom room or to an existing cable tray as directed by the DIA Project Manager. Include the installation of three 1-1/4" inner-ducts and one 1" inner-duct in each of these two 4 inch conduits. On level 4 of the garage provide a large pull box for these conduits. Provide any additional pull boxes on the conduit routing in order to comply with the requirement of a maximum of 270 degrees of bends between pull boxes. The approximate length of this required conduit run is 950 feet.
- 5.5.13. The Project shall require the construction of a minimum of 2 electrical rooms for each floor 2 through 4. This does not include main electrical rooms or electrical rooms associated with other building requirements.
- 5.5.14. The Project shall require fire alarm and life safety systems as outlined in Exhibit A, Attachment 8 and as required by the Code and by the Denver Fire Prevention Bureau. This requirement shall include any and all connections to either a central station or to other DIA fire alarm systems or both. The fire

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alarm fiber shall run in a separate dedicated conduit and run parallel with the communication conduits.

- 5.5.15. (Add 4) All lighting for the project shall be LED. This includes all garage lighting, all pole mounted lighting, stair lighting, the lobby 2x4 troffers, utility room lighting and signage lighting.
- 5.5.16. (Add 4) Cathodic Protection design shall be provided for all underground metal lines. Non-metallic lines may be used as permitted by the Codes and DIA Standards. Denver Water lines require Cathodic Protection.

5.6. **Plumbing and Mechanical Requirements**

- 5.6.1. The Project requires connection of a 1-1/2 inch domestic water connection into the garage. The design requires the meter and the required backflow preventer to be located in a heated mechanical room. All domestic water work must comply with Denver Water requirements. Water lines, valves and fire hydrants must be constructed in driving lanes and must be accessible at all times.
- 5.6.2. The Project requires the installation of piping to distribute domestic water to hose bibs located throughout all floors of the garage. This distribution system shall require: 1) steel covers for damage protection, 2) Hose bib valves, 3) A minimum of 4 hose bibs per floor, 4) A design that will allow complete draining of the system from at most 5 total drain points. These drain points will guarantee all water has drained from the system to protect the system from freezing.
- 5.6.3. The Project requires cooling (mechanical – AC) of the telecom room and heating of the water meter and back flow room. Should other required building systems require heating or cooling that shall be required as part of the Lump Sum Base Proposal.
- 5.6.4. The Project requires a UPS room and UPS system to support Emergency lighting and any other emergency power as required by code.
- 5.6.5. Construct 50 surface parking spaces on the south side of garage. Pave the area between the new roadway and the level 1 exit road 65' south of the south face of the garage. Keep all parking stalls four (4) ft. away from the level one spandrel road with wheel stoppers to protect pedestrian walkway along the spandrel wall. Protect the paved area by curb and gutter adjacent to undeveloped and landscaped areas. Finish the earth work outside the project area to be permanently stable for storm water management, erosion and sediment control. The new south paved area shall be drained into the storm system with a minimum of 2% slope. Protect all outside fire hydrants with necessary raised curb islands or galvanized and fully grouted bollards anchored to resist vehicular loads as determined by Denver Water or CDOT standards.
- 5.6.6. Construct a Fire Department access way on the south side of the garage. The south surface parking area shall be designed to satisfy the requirement of fire access lane with returns or connection to adjacent roads to allow entering and exiting of necessary fire department equipment.
- 5.6.7. Construct an entry and exit road on level one to connect to T1 road on the north and the exit plaza road on the south. Modify existing roads and add necessary curb and gutter and drainage system. No roads shall be sloped more than 4.5% for any distance.
- 5.6.8. (Add 4) For the level 5 elevator lobby provide heating and air conditioning, for the level 1 through level 4 elevator lobbies provide heating only and for the elevator shafts provide heating only.

5.7. Signage and ADA Requirements

- 5.7.1. The Project requires signage systems in the new garage be equal to or better than the existing garages and that the new signage be coordinated with and completely seamless connection to the existing DIA signage.
- 5.7.2. The Project requires the installation one VMS (Variable Message Sign) at the entrance to the level 2 bridge on the east side of the garage and one VMS at the level 1 entrance to the garage. Installation shall include power and communication to make signs fully operable and controllable by DIA from the existing central control location.
- 5.7.3. The Project requires the addition of the Code required ADA accessible parking spaces. However these spaces must be added into the original 3 parking modules as these three modules are the closest to the terminal. Also the required spaces shall be evenly divided among the 5 floors of the garages. The Project shall require submittal of proposed plans for compliance and the plan shall provide any and all modifications required by the AHJ (Authority Having Jurisdiction). All DIA procedures for closure of existing parking spaces shall be required. Refer to Specification 011400 and Attachment 27. The contractor shall be responsible for any damages, whatsoever, to customer vehicles as determined by the DIA Project Manager. Proper notification shall be placed using standard signage language for a minimum of two weeks to empty all stalls needed for the construction activity including protection and buffer zones or fencing zones to avoid dust, debris from damaging other vehicles. Towing of noncomplying vehicles may be towed to nearby location by the Contractor. Contractor must coordinate with DIA parking to relocate remaining vehicles and must document (by Video and pictures) the conditions of vehicles before and after relocating. The Parking Structure is usually less used between Friday evening and Sunday evening.
- 5.7.4. The Project requires the replacement of signs in ALL modules of the existing parking structure required to identify the existence of the new Mod 4 East parking garage. See signage schedule of Mod 4 West for additional rows and impacted signage in the existing mods. East side graphics shall have the blue colors identified in the Contract Documents or as directed by the DIA Project Manager. Art work identifying the different levels of parking and row identifications will be provided.
- 5.7.5. All entrances to the parking structure shall have a headache bars with a clearance identification of 8'0" similar to existing structure entries.
- 5.7.6. All signs inside the structure shall be higher than 8'-6" unless it is necessary to clear the line of sight then 8'-2" shall be permitted.
- 5.7.7. Replace all signs on all approach roadways to acknowledge and announce the existence and opportunity to park in the new Mod 4 East parking garage.
- 5.7.8.
- 5.7.9. Construct 50 surface parking spaces on the south side of garage.
- 5.7.10. Construct a Fire Department access way on the south side of the garage.
- 5.7.11.

6.0 Design-Build Contractor General Representations and Obligations

- 6.1. With this Contract, DIA has engaged the services of a Design-Build Contractor to provide comprehensive design-build services for the design and construction of the new MOD 4

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EAST Parking Structure. The Design-Build Contractor represents that it is qualified and experienced in performing design-build services on similar projects and represents that it is knowledgeable and hereby undertakes the Project development that is in compliance with all applicable and non-conflicting federal, state and local laws, codes, ordinances, rules, regulations, applicable environmental permits, the facility program criteria, and design and construction standards applicable to the Project.

- 6.2. The Design-Build Contractor represents that it understands the full extent of its responsibilities and that it has the ability, expertise, experience, labor and materials, and resources to complete all of the work necessary to deliver the Project in compliance with the contract requirements.
- 6.3. The Design-Build Contractor and its Design Consultants shall assist and prepare all documentation necessary for DIA Planning Department to submit and apply for the Federal Aviation Administration (FAA) Form 7460 – NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION. The Design-Build Contractor acknowledges that the approval of the 7460 by FAA can take up to 120 days and no construction can be executed without the 7460 approval.

7.0 **Design-Build Contractor's Scope of Work and Services**

7.1. **General**

7.1.1. The term "Project" when it is used in this Design-Build Criteria and Scope of Work means all the work associated with the Design-Build Contract for the DIA MOD 4 EAST Parking Structure. This includes, but is not limited to, the coordination between Owner Program / Project Managers and all internal and external stakeholders, the development of Project schedules, schedule progress monitoring in all design and construction phases, design quality control reviews and compliance with applicable DIA design standards, program criteria and performance specifications, establishment and administration of a construction control assurance program, establishing a facility and system commissioning procedure in conjunction with the system commissioning efforts, facilitate certificate of occupancy acceptance by governing code authorities.

7.2. **Design and Preconstruction Services**

7.2.1. The Design-Build Contractor shall provide professional design and engineering services and preconstruction services for the Project. Such services include, but are not limited to, design and construction coordination, sustainability design, construction scheduling and cost estimating, constructability reviews, value engineering, construction phasing and interface, etc. The Designer component of the Design-Build Contractor must be architect(s) or professional engineer(s) licensed and registered in the State of Colorado. The Contractor component of the Design-Build Contractor must be licensed contractors in the City and County of Denver in order to perform all of the work for the Project.

7.2.2. The design, construction and As-Built – Record drawings for the Project shall be delivered in Building Information Modeling (BIM) in accordance with DIA Design Standards Manual Volume 12, Data Submittal, CADD, GIS, BIM & Metadata. The Design-Build Contractor and its Design Consultants shall integrate BIM as a process and deliverable into the DIA organizational and planning structure and take advantage of the data information created during design and construction to enhance and feed into facilities / operations processes.

7.2.3. The Design-Build Contractor shall engage in a collaborative process to define the DIA BIM Project Execution Plan (BPXP) requirements and deliverables for the Design, Construction, and Closeout phases of the project.

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- 7.2.4. The Design-Build Contractor shall provide all professional architectural, engineering, sustainability, consulting services, and all construction contracting and activities necessary for the completion of the Project, which shall include, but is not limited to, the following.
- 7.2.4.1. Programming
 - 7.2.4.2. Sustainability and Life Cycle
 - 7.2.4.3. Civil Engineering
 - 7.2.4.4. Site Survey: The D-B Contractor shall As-built survey of all existing condition of utilities, roads, topography and adjacent structures. The D_B Contractor/Surveyor shall be provided two DIA survey control points. The Project team shall coordinate with DIA survey office and DIA BIM management to produce the necessary surveys in Low Distortion Projection (LDP) system.
 - 7.2.4.5. Geotechnical Engineering
 - 7.2.4.6. Architectural Design
 - 7.2.4.7. Structural Engineering
 - 7.2.4.8. Mechanical Engineering
 - 7.2.4.9. Plumbing Engineering
 - 7.2.4.10. Elevator Engineering, Specification and Design
 - 7.2.4.11. Fire Protection and Life Safety
 - 7.2.4.12. Electrical Engineering
 - 7.2.4.13. Cathodic Protection
 - 7.2.4.14. Communications and Data Systems Engineering
 - 7.2.4.15. Interior and Exterior Lighting Engineering
 - 7.2.4.16. Lightning Protection
 - 7.2.4.17. Signage
 - 7.2.4.18. Security Systems (Access Control, CCTV) Engineering
 - 7.2.4.19. Specialty Systems
 - 7.2.4.20. All Construction/Site Closures, Traffic Control, Pedestrian Controls, Construction Site Use Planning and any other construction coordination activities.

7.3. Design-Build Contractor Deliverables

- 7.3.1. The Design-Build Contractor Deliverables are as noted below. Alternate project delivery methodologies may be considered for acceptance.
- 7.3.1.1. Programming and Schematic Design Documents.
 - 7.3.1.2. As-built survey of all existing conditions of utilities, roads, topography and adjacent structures. The contractor will be provided two survey control points. The Project team shall coordinate with DIA survey office and DIA BIM management to produce the necessary surveys in Low Distortion Projection (LDP) survey coordinate system.
 - 7.3.1.3. The as-built BIM module shall be delivered to DIA in Rivet and Civil 3D and LDP survey system as well a complete BIM execution plan utilizing DIA execution plan template provided in DIA DSM 12 and in

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accordance with layout and survey requirements stated in division one specification section 013223 Layout and Survey.

- 7.3.1.4. Design Documents to Thirty Percent (30%) Completion.
- 7.3.1.5. Design Documents to Sixty Percent (60%) Completion.
- 7.3.1.6. Design Documents to Hundred Percent (100%) Completion.
- 7.3.2. The Design-Build Contractor shall instruct both the design, the construction and the management teams to copy DIA on ALL correspondence, including but not limited to transmittals, emails, letters, RFI, submittals, schedules and any and all other documents that are generated during the execution of this Contract.
- 7.3.3. The design, construction and closeout Documents for the Project shall be delivered in Building Information Modeling (BIM) format in accordance with DIA Design Standards Manual Volume 12, Data Submittal, CADD, GIS, BIM & Metadata. The Design-Build Contractor and its Design Consultants shall integrate BIM as a process, define and provide deliverables into the DIA organizational and planning structure and take advantage of the data information created during design and construction to enhance and feed into facilities / operations processes.
- 7.3.4. DIA reserves the right to reject any and all deliverables, or any portion of the deliverables, which is in the sole opinion of DIA, do not adequately represent the intended level of completion or standards of performance, do not include relevant or accurate information or data, or do not include all documents specified or reasonably necessary for the purpose for which the Agreement is made with the Design-Build Contractor or for which DIA intends to use the deliverables.
- 7.3.5. **Programming and Schematic Design Documents**
 - 7.3.5.1. Upon Agreement and issuance of the written Notice to Proceed (NTP), the Design-Build Contractor will commence the Project and develop the Project Schedules, the Programming and the Schematic Design Documents. The Programming and Schematic Documents shall, at a minimum, include the following.
 - 7.3.5.2. Data Collection – The Design-Build Contractor and its Design Consultants shall collect all data necessary to enable the Project development, including, but not limited to, land surveys, geotechnical investigation, and list of all permitting, environmental, zoning and other governing authority approvals that must be obtained to comply with all applicable federal, state and local laws, codes, ordinances, rules, and regulations.
 - 7.3.5.3. Confirmation of the Project Program Criteria – The Design-Build Contractor and its Design Consultants shall confirm and verify the program and design criteria for the Project, suggest or make program, design and construction recommendations that would ensure the Project be delivered within the Project Requirements, Project Schedule, All facility infrastructure necessary to meet the Project Program Criteria, Review of any constructability or other issues that could adversely affect the Project's objectives.
 - 7.3.5.4. Federal Aviation Administration Form 7460 NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION - The Design-Build Contractor shall, during the Programming and Schematic Design, prepare and provide to DIA the necessary Project

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information for the application of the 7460 for FAA approval. Such information includes, but not limited to, proposed building(s) coordinates, proposed building(s) height(s), proposed construction crane(s) information (type, maximum height, etc.) for the Project, construction duration, etc. The Design-Build Contractor acknowledges that the approval of the 7460 by FAA can take up to 120 days and no construction can be executed without the 7460 approval. The Design-Build Contractor also acknowledges that the approval of the 7460 is critical to the Project schedule.

- 7.3.5.5. The Programming and Schematic Design Documents shall be submitted to the DIA Project Manager for review and approval, and shall include Schematic Design Documents based on the Project Program Criteria, the Project Budget and Schedule, and the Confirmation of the Project Program Criteria. At a minimum, the Schematic Design Documents shall be developed in accordance with the Schematic Design Phase as defined in the DIA Design Standards Manual (DSM) 1 and shall include construction cost estimate and schedule, and a Programming / Schematic Design Analysis Report (DAR) as defined in the DIA Design Standards Manual (DSM) 1.

7.3.6. **Design Documents to Thirty Percent (30%) Completion**

- 7.3.6.1. The Design-Build Contractor and its Design Consultants shall develop and provide 30% complete design documents for the Project based on the approved The Programming and Schematic Design Documents. The 30% complete design documents shall include design drawings, outline specifications, modular building specifications, and other documents to fix and describe the size and character of the Project. The 30% design documents shall include, but not limited to, civil plans, site plans, architectural and structural building plans, building sections and elevations, all electrical and data systems, all mechanical and plumbing systems, fire protection and life safety systems, construction details and equipment layouts, etc. The outline specifications shall identify major materials and systems. Building systems and system assumptions, design calculations, construction materials and finishes shall be included in a Design Development DAR per DIA Design Standards Manual (DSM) 1.

- 7.3.6.2. The 30% Design Documents package shall be accompanied by a construction cost estimate and schedule for verification of the Project Budget. This cost estimate shall include all design and construction costs incurred during the Programming and Schematic Design Documents, and if any, Owner approved changes.

7.3.7. **Design Documents to Sixty Percent (60%) Completion**

- 7.3.7.1. The Design-Build Contractor and its Design Consultants shall provide 60% complete design documents for the Project based on the approved 30% Design Documents and Owner's review of the 30% Design Documents. The 60% Design Documents shall continue to develop 30% Design Documents to 60% construction documents completion level and shall include, but not limited to, civil plans, site plans, architectural and structural building plans, building sections and elevations, all electrical and data systems, all mechanical and plumbing systems, fire protection and life safety systems, construction details and equipment layouts, etc. The specifications

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shall identify all materials and systems required for the Project. Specifications shall fully delineate requirements for all building systems essential to the proper functioning of the Project.

7.3.7.2. The Design-Build Contractor and its Design Consultants shall continue to develop and revise Design Development DAR for the Final DAR as defined in Owner Design Standards Manual (DSM) 1.

7.3.7.3. The 60% Design Documents package shall be accompanied by a construction cost estimate and schedule for verification of the Project Budget. This cost estimate shall include all design and construction costs incurred during the 30% Design Documents, and if any, Owner approved changes.

7.3.8. Design Documents to Hundred Percent (100%) Completion

7.3.8.1. The Design-Build Contractor and its Design Consultants shall provide 100% complete design documents and specifications for the Project based on the approved 60% Design Documents and Owner's review of the 60% Design Documents. The 100% complete design documents and specifications shall detail the requirements for construction of the complete Project and shall identify all materials and systems required for the Project. The Design-Build Contractor and its Design Consultants shall secure all approvals required for permits for the construction of the Project.

7.3.8.2. The 100% Design Documents package shall be accompanied by a Final Design Analysis Report (DAR) as defined in DIA Design Standards Manual (DSM) 1.

7.3.8.3. The 100% Design Documents package shall be accompanied by a construction cost estimate and schedules for verification of the Project Budget. This cost estimate shall include all design and construction costs incurred during the 60% Design Documents, and if any, Owner approved changes.

7.3.8.4. The Design-Build Contractor and its Design Consultants shall provide Issue for Construction Documents and all permit review documents as required for City and County of Denver, Development Services reviews and permit applications, and construction services for the Project from mobilization through full construction completion. The Design-Build Contractor and its Design Consultants, as required, shall provide and revise design documents and specifications detailing the requirements for construction of the Project. Construction services shall include, but not limited to, construction management, contract administration, cost and schedule control, subcontractor procurements and bids, scheduling, design and construction coordination, quality control, testing, submittals processing and review, systems commissioning, distribution of product warranties, training and Owner manuals, Project record drawings, and Project Contract closeout.

7.4. Denver International Airport Design Standards Manuals

7.4.1. The DIA Design Standards Manuals (DSM) defines the project requirements for architectural and engineering development of designs and design documents, technical performance specifications that are part of the Design-Build Contract. The Design-Build Contractor and its Design Consultants shall become familiar with these requirements and monitor the Project's detailed development and adherence to those requirements applicable to the Project.

Exhibit A - Design-Build Criteria and Scope of Work

The Design-Build Contractor shall identify all design and construction deficiencies in the adherence to those standards and performance criteria. The Design-Build Contractor shall bring those design and construction deficiencies to the attention of the Owner. The Design-Build Contractor shall coordinate with the Owner to develop plans and / or procedures to bring the Project designs and construction activities into compliance with the contract requirements.

7.5. City and County of Denver, Department of Aviation, Department of Public Works, Standard Specifications For Construction General Contract Conditions

7.5.1. The City and County of Denver, Department of Aviation, Department of Public Works, Standard Specifications for Construction General Contract Conditions are part of the Design-Build Contract for Construction of the Project. The Design-Build Contractor shall become familiar with these general contract conditions and monitor the adherence to the requirements. The Design-Build Contractor shall be aware that the Design-Build Contractor must comply with all of these general conditions without exception. The Design-Build Contractor shall notify the DIA Project Manager of any variances. The Design-Build Contractor shall coordinate with the Owner to develop plans and / or procedures to bring the Project into compliance with these general conditions.

7.6. Special Conditions

7.6.1. The Design-Build Contract contains Special Conditions that are specific to the Project and modifications to the County of Denver, Department of Aviation, Department of Public Works, Standard Specifications for Construction General Contract Conditions. The Design-Build Contractor shall become familiar with these special conditions and monitor the adherence to the requirements. The Design-Build Contractor shall identify all Design-Build Contractor construction variances from these special conditions. The Design-Build Contractor shall bring those variances to the attention of the Owner. The Design-Build Contractor shall coordinate with the Owner to develop plans and / or procedures to bring the Project into compliance with these special conditions.

7.7. Technical Specifications Division 1 General Requirements

7.7.1. The Design-Build Contract contains standard set of technical specifications, Division 1 General Requirements for construction. The Division 1 requirements establish the specific construction, operations, and DIA operational requirements for the Project, and the Design-Build Contractor must adhere to the requirements while executing the construction of the Project. The Design-Build Contractor shall become familiar with these general requirements and understand the impacts these requirements have on the Project. As the Design-Build Contractor develops the construction documents for the Project, the Owner will have the responsibility for the modification of the Division 1 General Requirements to outline the specific requirements for the construction phase of the Project. The Owner shall produce the final set of Division 1 General Requirements for the Project, and the Design-Build Contractor shall comply with the general requirements.

7.7.2. The Design-Build Contractor shall prepare the Technical Specifications in accordance with DIA Design Standards Manual Volume 12, Data Submittal, CADD, GIS, BIM & Metadata. The Designer shall utilize for primary guidance/requirements the information provided in this Exhibit A and all of the Attachments and references provided to Exhibit A. Any variation to these guidance - requirements shall be requested in writing and approved in writing by the DIA Project Manager.

7.8. Technical Specifications Divisions 2 – 48 and Contract Drawings

Exhibit A - Design-Build Criteria and Scope of Work

- 7.8.1. During the design process for the Project, the Design-Build Contractor shall produce the construction technical specifications Divisions 2 through 48 per CSI MasterFormat® 2012, and contract drawings. The Design-Build Contractor shall review technical specifications and drawings for any and all bid packages for compliance with all contract requirements. The Design-Build Contractor, through its design and construction quality assurance programs, shall monitor the Project development, identify deficiencies and make all necessary corrections to bring the technical specifications and drawings to compliance with the contract requirements.
 - 7.8.2. The Design-Build Contractor shall prepare the Technical Specifications and Contract Drawings in accordance with DIA Design Standards Manual Volume 12, Data Submittal, CADD, GIS, BIM & Metadata. The Designer shall utilize for primary guidance/requirements the information provided in this Exhibit A and all of the Attachments and references provided to Exhibit A. Any variation to these guidance - requirements shall be requested in writing and approved in writing by the DIA Project Manager.
 - 7.8.3. The Design Build Contractor shall develop the Statement of Special Inspection as required by 2009 IBC as amended by Denver 2011. Or the latest applicable code at the time of plan review application.
 - 7.8.4. All specification sections shall include the minimum requirements of warranty for the product. The established warranty program required in Mod 4 West specification shall be the minimum required warranty on item similar of that produced on Mod-4 west.
 - 7.8.5. Special Inspection for all structural elements to satisfy the requirements of the EOR statement of Special Inspection and the requirements of the Building Code will be performed by the Owner quality Assurance and Special Inspection Agency. All processing and Quality Control tests shall be performed by the Contractor and included in the Contract Lump Sum line item.
 - 7.8.6. Unit price line items shall include all costs associated with the General Requirements and Conditions of the Project.
- 7.9. **Project Management Plan**
- 7.9.1. The Design-Build Contractor shall coordinate with DIA in developing and maintaining a Project Management Plan (PMP) in electronic format that outlines the responsibilities of the Design-Build Contractor, its Design Consultants, Subcontractors, and DIA. Based on the Project Schedule, the PMP must identify time periods for which critical activities must take place.
- 7.10. **Project Deliverable Coordination Report**
- 7.10.1. The Design-Build Contractor shall prepare and submit to Owner a Project Deliverable Coordination Report in electronic format for each deliverable for the Project. At a minimum, the Project Deliverable Coordination Report shall include the following.
 - 7.10.1.1. Master Program Schedule
 - 7.10.1.2. Master Program Schedule of Values
 - 7.10.1.3. Progress Report
 - 7.10.1.4. Work Breakdown Structure (WBS) for Construction and Procurement
 - 7.10.1.5. Responsibility Matrix
- 7.11. **Project Monthly Report**

Exhibit A - Design-Build Criteria and Scope of Work

7.11.1. The Design-Build Contractor shall prepare and submit a monthly report to the Owner in electronic format, which shall briefly describe the progress of the various phases and all activities necessary for the completion of the Project. At a minimum, the monthly report shall cover the following.

7.11.1.1. Overall Project Progress

- Executive Summary
- Project Budget Summary
- Project Overall Progress
- Project Master Schedule

7.11.1.2. Project Design and Construction Issues

7.11.1.3. Project Construction and Procurement

7.11.1.4. Potential Schedule Impacts

7.11.1.5. Project Management Activities

7.12. Project Schedule Management

7.12.1. The Design-Build Contractor shall develop and maintain a Master Project Schedule for the Project. The Master Project Schedule shall be developed in Primavera P6 Enterprise Project Portfolio Management format consistent with the Project requirements. The Master Project Schedule shall incorporate all activities necessary to complete the design and construction of the Project.

7.13. Project Control

7.13.1. (by Add 1) The Design-Build Contractor will be required to use contract management and scheduling software outlined elsewhere as part of the Project Control System.

7.13.2. As a minimum, the Project Controls System shall include: a work breakdown structure with roll-up capabilities sufficient to allow meaningful cross-referencing and interrelating of the various components of work necessary to complete the Project. The Design-Build Contractor will utilize an Electronic Contract Management System, which will be provided by the Owner, as the tracking system for all correspondence, drawings, delivery schedules, reviews and approvals and approvals for construction, etc. A communication / distribution matrix shall be established in accordance with the Contract requirements, to determine how and to whom information will be distributed.

7.13.3. In conjunction with the Owner, the Design-Build Contractor shall assist in the development of the Project Master Budget. The Design-Build Contractor shall be responsible for using Primavera Contract Management as the tool for administering and monitoring cost controls for the project. The system shall be used to produce timely cash flow reports and forecasts and to identify variances between planned and actual costs

7.14. Communications

7.14.1. The Design-Build Contractor shall schedule meetings as necessary and all meetings will be held in a consistent manner both in terms of time and place in order to allow all participants to plan accordingly. An agenda will be distributed to all participants prior to a meeting. The Design-Build Contractor shall not schedule multiple meetings on the same day or concurrent meetings, whenever possible.

Exhibit A - Design-Build Criteria and Scope of Work

- 7.14.2. The Design-Build Contractor shall hold regular weekly meetings between the Owner Staff, consultants and contractors and shall develop effective procedures to coordinate the interests of the Project's various stakeholders.
- 7.14.3. The Design-Build Contractor shall make full use of the latest communication systems and software to collect and distribute information to all meeting participants. The Design-Build Contractor will establish hardware and software standards in coordination with the Owner.
- 7.14.4. The DIA Project Manager shall have the authority to schedule any meetings and require attendance of the Design-Build Contractor as needed to properly manage the Project.
- 7.15. **Design Review**
 - 7.15.1. Upon review of the programming criteria the Design-Build Contractor shall recommend to the Owner, for their consideration, any modifications to the project's design which may enhance the Design-Build Contractor ability to achieve scope, quality, and schedule objectives. The recommendations shall be consistent with the status of the project and should only include items that the Design-Build Contractor considers critical to the success of the Project.
- 7.16. **Value Engineering**
 - 7.16.1. The Design-Build Contractor shall perform, as required, value-engineering exercises in conjunction with the Owner. The exercises will evaluate design alternatives by comparing performance criteria with initial and operating costs and scheduling utilizing Federal VE guidelines, if applicable, and will identify the high cost or "problem" areas during its review of the design phase drawings. The VE review shall evaluate the proposed systems, products and construction methods, initial vs. life cycle cost and impacts on the construction schedule and project development.
- 7.17. **Constructability Review**
 - 7.17.1. The Design-Build Contractor shall perform a constructability review to include, but not limited to the following; potential design conflicts, design and construction alternative analyses, field construction issues, systems compatibility, material availability, logical and efficient construction sequencing, coordination between construction packages, Owner furnished equipment, airport security, maintenance of airport operations, construction document details, maintenance considerations, quantity verification, quality control and testing requirements, scheduling requirements, site safety and security, staging and laydown areas.
- 7.18. **Technical Specifications and Construction Drawings Review**
 - 7.18.1. The Design-Build Contractor's input will consist of the following:
 - 7.18.1.1. Regularly review of in-progress construction documents to ensure adherence to the approved design development documents, budget and schedule.
 - 7.18.1.2. Value engineering input as necessary.
 - 7.18.1.3. Document scope / quality review.
- 7.19. **Scope Change Management**
 - 7.19.1. The Design-Build Contractor shall review request for changes, coordinate Owner requested changes, coordinate the periodic production of the Project accounting reports showing the original budget, revised budget, original contract, change orders, current contract, anticipated change orders, and

Exhibit A - Design-Build Criteria and Scope of Work

estimated cost to complete the Project, provide cost payment status reports including status of project reserve, and monitor and report on expenditures.

7.20. Documentation

7.20.1. The Design-Build Contractor shall develop and administer a comprehensive program to “punchlist” the Project. The program shall include all aspects of the general construction, mechanical, electrical, communications, data and customer service systems. Other groups may have primary responsibility for developing various punchlist, in those cases, the Design-Build Contractor shall track those activities to ensure that the list is being addressed so as not to impact the Project’s completion.

7.21. Substantial Completion

7.21.1. The Design-Build Contractor shall coordinate with the Owner the filing of Notices of Substantial Completion, coordinate the delivery of maintenance and warranty data for operations and facility records, and coordinate with designers, engineers, subcontractors and manufacturers all checkouts of utilities; operations system and equipment assist with initial start-up and testing.

7.21.2. The Owner shall make a determination of Substantial Completion when it is confirmed that all systems and finishes are complete. The Owner, along with the Design-Build Contractor, will also make a determination of operational readiness for the Project. The Owner shall oversee the final inspection of the Project.

7.22. Final Completion

7.22.1. The Design-Build Contractor shall communicate with the Owner when work is ready for final inspection, obtain Certificates of Occupancy from all required code and approval agencies, request payment of retention upon completion of all the items of work,

7.23. Facility Records

7.23.1. The Design-Build Contractor shall deliver to the Owner all as-built and record documents; operations manuals; equipment, materials and systems warranties, shop drawings, submittals documents, and all documents as required

7.23.2. The Division 1 specifications shall describe the necessary Design-Build Contractor procedures and formatting methods.

7.24. Design and Construction Control

7.24.1. As part of its base fee for services, the Design-Build Contractor will establish and administer a construction quality control inspections program to ensure that the Project components, systems and facilities are being designed, constructed and installed according to the contract documents and all applicable codes, design standards, performance specifications and regulations. The quality control program shall outline procedures for design document development reviews, materials testing, Project inspections and all field quality assurance inspections procedures.

7.24.2. The Design-Build Contractor’s construction quality control inspections personnel shall perform inspections, coordinate and manage the activities of the quality control materials testing agency for all necessary inspections.

7.24.3. Quality Assurance during construction encompasses those activities required to ensure the Owner that contractor provided Quality Control programs are existent, implemented and effective, and verify and provide adequate documentation that all materials used and techniques employed regarding

Exhibit A - Design-Build Criteria and Scope of Work

facilities and/or systems constructed for the Project are in accordance with construction contract drawings and specifications.

7.25. Control of Special Processes

7.25.1. Construction processes or techniques requiring special Quality Control procedures, by the Design-Build Contractors or their sub-contractors and suppliers, such as welding, heat treating, hydrostatic testing, nondestructive examination, cable high potential testing, etc., shall have Quality Assurance inspections accomplished by qualified personnel using written procedures prepared in accordance with contract drawings and specifications and the referenced codes and standards which have been submitted to the Owner for review and acceptance. Prior to the start of the special process, the quality control inspectors will ensure the procedure to be used for the special process, as well as the qualification records of personnel performing the special process, have been submitted and accepted. Adequate information regarding the impact, or potential impact, of the process or processes, materials tested and / or the materials required for the test or tests on human health or the environment, shall be documented in advance to the Safety Manager.

7.26. Special Inspection Quality Assurance Inspection and Testing Agency(s)

7.26.1. The Owner shall administer Special Inspections, Quality Assurance and Testing Agencies contracts to provide the inspections, quality assurance inspection and testing as required by the Contract Documents. The Design-Build Contractor shall coordinate its activities with the Independent Materials Testing Owner's Agencies to be sure that the necessary coverage is provided when needed for all tests required by the Contract Documents. The Contractor shall provide Quality Control testing as outlined in the Division 01 specifications.

7.27. Shop Drawings and Submittals

7.27.1. The Design-Build Contractor, without assuming the duties and responsibilities of their Design-Build subcontractors, shall review the shop drawings and submittals on a Quality Assurance basis to make certain that all required shop drawings have been timely approved or otherwise acted upon by the appropriate parties, and shall ascertain that the materials delivered to the site generally conform to the shop drawings and the design parameters. If the Design-Build Contractor believes these criteria are not being met, it shall report its findings to the Owner and follow up to ensure such issues are properly addressed.

7.28. Systems Commissioning and Denver Green Print Compliance

7.28.1. Systems commissioning is a systematic and BIM-Based process of achieving, verifying and documenting that the performance of all of the Project's systems perform interactively according to the design intent and the functional and operational needs of the Project. The Design-Build Contractor shall, based upon its experience managing a Project of this scope and complexity shall coordinate with the Owner's systems commissioning program and such systems include, but not limited to, plumbing, cathodic protection, HVAC, fire alarm and detection, fire protection, mechanical, electrical, lighting, telecommunications, security systems, etc. The design, operating intent and code operational requirements of the various Project systems must be determined and procedures developed to test all systems through the range of functional scenarios, which the systems must respond properly. The development of the commissioning process shall begin with the design phase and implemented during construction and carry through to close-out, testing, start-up and in conjunction with the Design-Build contractor, training of

Exhibit A - Design-Build Criteria and Scope of Work

maintenance personnel on proper systems operations. The Design-Build Contractor shall witness and record the results of all start-up and testing procedures for utilities, facility systems and equipment. The Design-Build Contractor shall also ensure a smooth and timely turnover of all manuals, records, warranties, as-built and record drawings and specifications, and required spare and maintenance materials to the Owner. For Denver Green Print compliance refer to Contract Special Condition SC-30 for the requirements.

7.29. Project Closeout

- 7.29.1. The Design-Build Contractor in conjunction with the Owner shall coordinate the development of punch lists for the Project and will perform the final inspection to verify that the punch list items have been satisfactorily completed.
- 7.29.2. The Design-Build Contractor shall monitor the performance of all subcontractors with respect to the preparation of marked-up drawings to reflect as-built field conditions. The Design-Build Contractor is to maintain redline models and / or drawings as a condition of their progress payments.
- 7.29.3. The Design-Build Contractor shall coordinate and expedite the transmittal of formal record documents to the Owner. The Design-Build Contractor will ensure that all deliverables and submittals required by the design and construction contracts have been completed and transmitted.

7.30. Project Acceptance

- 7.30.1. Upon Substantial and Final Completion, including inspection and commissioning, the Design-Build Contractor shall provide to the Owner with written notice of such completion for DIA review and acceptance. Such notice shall constitute a representation to the Owner that the Design-Build Contractor has performed all services and other work necessary or required to complete the Project in accordance with this agreement and the standards, requirements and criteria have been fulfilled.

7.31. Accounting Records

- 7.31.1. The Design-Build Contractor shall keep records of its direct personnel, consultants, subconsultants, subcontractors and reimbursable expenses pertaining to the Project, and records of accounts between the Owner and the Design-Build Contractor. These records shall be available for inspection and audit by representatives of the Owner at mutually convenient times for a period of six (6) years from the date of Final Completion.

7.32. Project Construction Site Staffing

- 7.32.1. The Design-Build Contractor shall provide an on-site Resident Project Manager during the construction for the Project. The Resident Project Manager shall be the lead contact with the Design-Build Contractor for construction administration. The Resident Project Manager may perform other functions within the Design-Build Contractors project organization. The Design-Build Contractor's Resident Project Manager shall remain in place during the execution of the construction contract(s) and until the construction contract closeout procedures have been completed. The Resident Project Manager is subject to the approval of the Manager of Aviation. The Design-Build Contractor's Resident Project Manager shall have the authority to act on behalf of the Design-Build Contractor.
- 7.32.2. The Design-Build Contractor's Resident Project Manager does assume and is responsible for any of the contractor's construction means, methods, techniques, sequences, procedures or safety precautions in connection with

Exhibit A - Design-Build Criteria and Scope of Work

the construction, or for the failure of any of them to perform their work in accordance with the contract documents.

8.0 **Miscellaneous Contract Requirements**

8.1. **Ownership of Work Product**

8.1.1. Work product and other documents prepared solely for the Project, whether in tangible or intangible form, including, without limitation, documents, electronic files or computer programs, are works for hire and shall become the property of the City and County of Denver, whether the Project is completed or not. The Design-Build Contractor may retain reproducible copies of such documents so long the hard copy originals and electronic documents are delivered to the Owner. The Owner may use all documents prepared by the Design-Build Contractor, subconsultants, the Design-Build Contractor or its Subcontractors to complete the Project and for additions to this Project and for other facilities developed by or on behalf of the Owner.

8.1.2. The Design-Build Contractor acknowledges and agrees that all writings or works of authorship, including, without limitation, Project Management Plans, schedules, quality assurance plans and other documents, produced or authored by the Design-Build Contractor, subconsultants, the Design-Build Contractor or any of their respective employees or Subcontractors in the course of performing services for the Owner and developed for the Owner for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the Owner. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by the Design-Build Contractor to the Owner of the Ownership of, and all rights of copyright in, such items, and the Owner shall have the right to obtain and hold in its own name rights or copyright, copyright registrations and similar protections which may be available in such works. The Design-Build Contractor agrees to give the Owner or its designees all assistance reasonably required to perfect such rights. All contracts entered into with the Design-Build Contractor and between Subconsultants and Design-Build Contractor and Subcontractors shall contain a provision acknowledging and confirming the Owner's Ownership of all writings and works of authorship as described in this provision.

8.2. **Information Gathering**

8.2.1. The Design-Build Contractor shall include in its professional services fee for the cost of providing personnel at Denver International Airport and County of Denver government offices as needed to gather information, for the Project. This shall include, but is not limited to review of hard copy Project records documents, review of electronic record documents, site investigations, any meetings or discussions with City and County of Denver Development Services, Denver Fire Department, etc. The Design-Build Contractor, with the assistance of the Owner, will be responsible for identifying the necessary documents needed to accomplish the work.

8.3. **Notice to Proceed**

8.3.1. The Owner shall provide a written Notice to Proceed (NTP) to start the Design-Build Contractor's activities under this Design-Build Contract. The Design-Build Contractor will not be authorized to proceed with the work described in Exhibit A, and the Owner shall not be obligated to fund any work performed by the Design-Build Contractor, until the Owner has provided the formal written notification.

8.4. **Airport Security Requirements**

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8.4.1. Refer to Specification 011420 for Airport Security Requirements.

8.4.2.

8.5. **Design-Build Contractor's Personnel Assigned to this Agreement**

8.5.1. The Design-Build Contractor and staff shall have experience and knowledge of managing a Project of this scope and complexity. The Design-Build Contractor shall be the contact person in dealing with the DIA's designated representative on matters concerning this Project and shall have the full authority to act for the Design-Build Contractor's. The Design-Build Contractor shall remain on this Project during the entire contract term, while in the employment of the Design-Build Contractor or until such time that his / her performance is deemed unsatisfactory by the Owner and a formal written request is submitted which requests the removal of the Design-Build Contractor.

8.5.2. The Design-Build Contractor may submit and the Owner will consider a request for reassignment of a Design-Build Contractor, should the Design-Build Contractor deem it to be in the best interest of the Owner, or in the best interest of the Design-Build Contractor's organization or in the best interest of the Design-Build Contractor's Design-Build Contractor. If the Owner allows the removal of a Design-Build Contractor, the replacement must have, at least, similar or equal experience and qualifications to that of the original individual. The replacement assignment is subject to the approval of the Owner.

8.5.3. All key professional personnel identified by the Design-Build Contractor will be assigned by the Design-Build Contractor or sub-consultants to perform work under this Scope of Work. The Design-Build Contractor shall submit to the Owner, for review and approval, a list of any additional key professional personnel who will, under this Design-Build Contract, perform work for the Project, together with complete resumes and other information describing their ability to perform the tasks assigned. It is the intent of the parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Scope of Work and that the assigned key professional personnel be retained for the life of this Agreement or until their particular scope of work assignment has been completed.

8.5.4. If the Design-Build Contractor decides to replace any of its key professional personnel, it shall notify the Owner in writing of the changes it desires to make. No such replacement shall be made until the Owner approves the replacement in writing. This approval shall not be unreasonably withheld by the Owner. If the Owner or his designated representative does not respond within fifteen (15) days after the receipt of the notification in writing, the key professional personnel replacement shall be approved.

8.6. **Documentation of Project Meetings**

8.6.1. The Design-Build Contractor's Project Manager shall prepare and submit a written report / minutes of any and all meetings concerning the Project between the Owner and the Design-Build Contractor. The written report / minutes must be submitted to the Owner in electronic format, no later than seven (7) days following the meeting.

8.7. **Design-Build Contractor's Office**

8.7.1. There is limited availability for trailers or equipment on the project site. There is limited availability for Contractor Construction trailers at the DIA south contractor trailer area along 71st Avenue. DIA will endeavor to find a limited trailer space at the south campus for the D-B Contractor.

8.7.2. If a space is available, the following conditions generally exist:

Exhibit A - Design-Build Criteria and Scope of Work

- 8.7.2.1. There is limited access or NO access to domestic water or sanitary sewer connections at the trailer area.
- 8.7.2.2. There is limited access or NO access to hardwire telephone or internet connections at the trailer area.
- 8.7.2.3. There is usually connection to XCEL Energy electrical service available. The D-B Contractor is required to contract directly with XCEL for the service and be responsible for this connection.
- 8.7.2.4. The D-B Contractor shall be responsible for compliance with all environmental and building code regulations and requirements regarding the installation and use of this trailer on DIA property.
- 8.7.2.5. The D-B Contractor shall be responsible for providing and installing proper ground covering material to meet the environmental requirements and to prevent tracking of mud or soil off of the site and to prevent any erosion concerns.
- 8.7.2.6. The D-B Contractor shall be responsible for maintaining a clean trailer area and for complete site cleanup at the end of the project. Subject to approval by the DIA Project Manager, it is usual not to require removal of the gravel from a contractor trailer site.

8.7.3.

8.7.4.

End of Exhibit A

EXHIBIT B

PREVAILING WAGE RATE SCHEDULE

DIA Mod 34 East Parking Structure

Contract Number 201209030

September 2014

**DEPARTMENT OF AVIATION
City & County of Denver**



DENVER INTERNATIONAL AIRPORT

AIRPORT INFRASTRUCTURE MANAGEMENT



DENVER
THE MILE HIGH CITY

Office of Human Resources
Denver's Human Resource Agency

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

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Seth Duhon-Thornton, Associate Human Resource Professional
DATE: Friday February 14, 2014
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday February 14, 2014** 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. CO140012
Superseded General Decision No. CO20130012
Modification No. 03
Publication Date: 2/7/2014
(8 pages)

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

For questions please call (720) 913-5018

Attachments as listed above.

General Decision Number: CO140012 02/07/2014 CO12

Superseded General Decision Number: CO20130012

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

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014
2	01/31/2014
3	02/07/2014

* ASBE0028-001 10/01/2013

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.83	13.18

BRCO0007-004 09/01/2013

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

	Rates	Fringes
BRICKLAYER.....	\$ 23.68	8.34

BRCO0007-006 09/01/2013

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 23.88	8.46

ELEC0012-004 09/01/2013

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN Electrical contract over \$1,000,000.....	\$ 27.25	11.92
Electrical contract under \$1,000,000.....	\$ 24.75	11.84

ELEC0068-001 12/01/2012

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

	Rates	Fringes
ELECTRICIAN.....	\$ 32.10	12.53

ELEC0111-001 09/01/2013

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 28.65	13.75%+4.75
Equipment Operator-		
Underground.....	\$ 25.05	9.20
Groundman.....	\$ 22.76	9.87
Line Equipment Operator.....	\$ 27.78	10.91
Lineman and Welder.....	\$ 39.81	14.60

ELEC0113-002 06/01/2013

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 29.55	14.48

ELEC0969-002 07/01/2012

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 21.00	8.57

ENGI0009-001 10/23/2013

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 25.04	9.15
Blade: Rough.....	\$ 24.73	9.15
Bulldozer.....	\$ 24.73	9.15
Cranes: 50 tons and under..	\$ 24.88	9.15
Cranes: 51 to 90 tons.....	\$ 25.04	9.15
Cranes: 91 to 140 tons.....	\$ 25.19	9.15
Cranes: 141 tons and over...	\$ 25.97	9.15
Forklift.....	\$ 24.37	9.15
Mechanic.....	\$ 24.88	9.15
Oiler.....	\$ 24.01	9.15
Scraper: Single bowl		
under 40 cubic yards.....	\$ 24.88	9.15
Scraper: Single bowl,		
including pups 40 cubic		
yards and over and tandem		
bowls.....	\$ 25.04	9.15
Trackhoe.....	\$ 24.88	9.15

IRON0024-003 11/01/2013

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

LABO0086-001 05/01/2009

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

PLUM0003-005 07/01/2013

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

	Rates	Fringes
PLUMBER.....	\$ 35.68	12.34

PLUM0058-002 07/01/2013

EL PASO COUNTY

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

PLUM0058-008 07/01/2013

PUEBLO COUNTY

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

PLUM0145-002 07/01/2013

MESA COUNTY

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

PLUM0208-004 07/01/2013

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

	Rates	Fringes
PIPEFITTER.....	\$ 33.35	12.27

SHEE0009-002 07/01/2013

	Rates	Fringes
Sheet metal worker.....	\$ 32.04	13.13

TEAM0455-002 07/01/2011

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 18.41	3.87
Tandem/Semi and Water.....	\$ 19.04	3.87

SUCO2001-006 12/20/2001

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

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

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

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

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

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

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

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

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

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

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

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

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

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

GROUP 7 - tower cranes all types

LABORER CLASSIFICATIONS:

GROUP 1 - Janitors; Yardmen

GROUP 2 –Erosion Control, Dowel Bars; Fence Erectors; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-**Denver**, Hydrosonic, and water blaster operator; Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Automatic

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

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

TUNNEL LABORER CLASSIFICATIONS:

GROUP 1 - Outside Laborer - Above ground

GROUP 2 - Minimum Tunnel Laborer, Dry Houseman

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

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

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

TRUCK DRIVER CLASSIFICATIONS:

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

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

GROUP 3 - Truck Driver Snow Plow.

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

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



DENVER
THE MILE HIGH CITY

Career Service Authority

Denver's Human Resource Agency

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

www.denvergov.org/csa

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Seth Duhon-Thornton Staff HR Professional
DATE: Friday February 7, 2014
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication is **Friday February 7, 2014** 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. CO140019
Superseded General Decision No. CO20130019
Modification No. 02
Publication Date: 01/31/2014
(8 pages)

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

For questions call (720) 913-5018

Attachments as listed above.

General Decision Number: CO140019 01/31/2014 CO19

Superseded General Decision Number: CO20130019

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014
2	01/31/2014

CARP9901-008 10/01/2010

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.00	11.28

ELEC0068-016 03/01/2011

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

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

ENGI0009-008 10/23/2013

	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.).....	\$ 24.73	9.15
(3)-Loader (under 6 cu. yd.) Denver County.....	\$ 24.73	9.15

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

SUCO2011-004 09/15/2011

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

Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)...	\$ 9.55	3.05
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers).....	\$ 12.43	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Groundsman		
Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17
TRUCK DRIVER		
Distributor		
Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27
Dump Truck		
Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27
Lowboy Truck.....	\$ 17.25	5.27
Mechanic.....	\$ 26.48	3.50
Multi-Purpose Specialty & Hoisting Truck		
Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88
Pickup and Pilot Car		
Denver.....	\$ 14.24	3.77
Douglas.....	\$ 16.43	3.68
Semi/Trailer Truck.....	\$ 18.39	4.13
Truck Mounted Attenuator....	\$ 12.43	3.22
Water Truck		
Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

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

Career Service Authority**Supplemental to the Davis-Bacon *HIGHWAY* Construction Projects rates
(Specific to the Denver Projects)
(Supp 35, Date: 01-13-2012)**

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

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

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

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

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

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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

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

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

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

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

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

GROUP 7 - tower cranes all types.

TRUCK DRIVER CLASSIFICATIONS:

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

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

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

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

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

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

EXHIBIT C

NEGOTIATED FIXED CONTRACT PRICE

DIA Mod 4 East Parking Structure
Contract Number 201209030

Includes Exhibit C part 1 through part 6

- Part 1 – Swinerton’s RFP Proposal dated 4/22/14
- Part 2 – Swinerton’s Bid Details for 4/22/14 RFP Proposal
- Part 3 – Swinerton’s Corrected Bid Details for RFP dated 6/27/14
- Part 4 – Swinerton’s Cost proposal for the Hotel Road & MSE Wall
- Part 5 – Swinerton’s Options for Cost Savings 7/14/14
- Part 6 – DIA’s Summary of Final Costs 8/7/14

September 2014

DEPARTMENT OF AVIATION
City & County of Denver



DENVER INTERNATIONAL AIRPORT

AIRPORT INFRASTRUCTURE MANAGEMENT

MOD 4 East Parking Structure							
Exhibit C - Lump Sum - Schedule of Prices & Quantities (Rev 2 - Apr 9 14)							
Company Name:		Swinerton Builders					
Contract Name:		Module 4 East Parking Structure					
Contract Number:		201209030					
Segment		Lump Sum or Unit Price	Quantity	Base Scope Price	Segment Pricing		
DESIGN SEGMENT PRICING:							
Building & Site Development:							
1	Site Survey	\$ 11,000.00	1	\$ 11,000.00			
2	Geotechnical Engineering	27,500.00	1	\$ 27,500.00			
3	Civil Engineering	138,498.80	1	\$ 138,498.80			
4	Architecture (incl. Programming)	88,000.00	1	\$ 88,000.00			
5	Elevator Design & Engineering	11,000.00	1	\$ 11,000.00			
6	Structural Engineering	715,000.00	1	\$ 715,000.00			
7	Mechanical Engineering	64,821.35	1	\$ 64,821.35			
8	Plumbing Engineering	64,821.35	1	\$ 64,821.35			
9	Fire Protection and Life Safety	27,500.00	1	\$ 27,500.00			
10	Electrical Engineering (incl. Lightning Protection)	172,856.20	1	\$ 172,856.20			
11	Cathodic Protection	62,700.00	1	\$ 62,700.00			
12	Communications and Data Systems Engineering	26,798.20	1	\$ 26,798.20			
13	Interior and Exterior Lighting Engineering	55,000.00	1	\$ 55,000.00			
14	Signage	11,000.00	1	\$ 11,000.00			
15	Security Systems Engineering (Access Control, CCTV, etc.)	11,000.00	1	\$ 11,000.00			
16				\$ -			
17	Parking Garage & Traffic Engineering	879,800.00	1	\$ 879,800.00			
18	Audio / Visual Systems	11,000.00	1	\$ 11,000.00			
19	Specialty Systems	11,000.00	1	\$ 11,000.00			
20	Fees and Permits	20,000.00	1	\$ 20,000.00			
21	Other (Provide a detailed explanation): Landscape	29,700.00	1	\$ 29,700.00			
Total Building & Site Development						\$ 2,438,996	
Preconstruction Management:							
22	Design Management	1.00	30,000	\$ 30,000.00			
23	BIM Management	1.00	30,000	\$ 30,000.00			
24	Cost Estimating Management	1.00	35,000	\$ 35,000.00			
25	Scheduling Management	1.00	15,000	\$ 15,000.00			
26	Commissioning Management	1.00	10,000	\$ 10,000.00			
26	LEED or other Sustainability Requirements						
27	Other (Provide a detailed explanation):			\$ -			
Total Preconstruction						\$ 120,000	
TOTAL DESIGN SEGMENT PRICING						\$ 2,558,996	

DIA contract 201209030 - Mod 4 East Parking Structure
 Exhibit C - part 1 - Swinerton's Original RFP Price
 Proposal - April 22, 2014
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MOD 4 East Parking Structure						
Exhibit C - Lump Sum - Schedule of Prices & Quantities (Rev 2 - Apr 9 14)						
		Company Name:	Swinerton Builders			
		Contract Name:	Module 4 East Parking Structure			
		Contract Number:	201209030			
Segment			Lump Sum or Unit Price	Quantity	Base Scope Price	Segment Pricing
CONSTRUCTION SEGMENT PRICING:						
Building & Site Construction:						
1A		BASE LUMP SUM BID - For complete construction of Mod 4 East Parking Structure including all associated work for a complete Project except as noted below.			\$28,412,684.00	
1B		Site Excavations and Backfill to and from 5 miles for the Parking Structure and for all other associated work				
		Estimated 74,000 cu. yd. Excavation X \$ 9.35 per cu. yd.	9.35	74,000	\$ 691,900.00	
		Estimated 27,000 cu.yds. Backfill X \$ 11.35 per cu. yd.	11.35	27,000	\$ 306,450.00	
					\$ 998,350.00	
TOTAL OF 1A + 1B						\$ 29,411,034
Construction Management:						
1		Cost Estimating Management	1.00	60,000	60,000.00	
2		Scheduling Management	1.00	50,000	50,000.00	
3		BIM Management	1.00	75,000	75,000.00	
4		Construction Management	1.00	503,124	503,124.00	
5		Commissioning Management	1.00	40,000	40,000.00	
6		LEED or Sustainability Requirements	1.00	40,000	40,000.00	
7		Fees and Permits	1.00	20,000	20,000.00	
7		General Requirements	1.00	909,768	909,768.00	
8		Other (Provide a detailed explanation):				
		Supervision Labor	1.00	693,189	693,189.00	
Total Construction Management						\$ 2,391,081
TOTAL CONSTRUCTION SEGMENT PRICING						\$ 31,802,115
TOTAL PROJECT DESIGN AND CONSTRUCTION SEGMENTS PRICING						\$34,361,111

DIA contract 201209030 - Mod 4 East Parking Structure
 Exhibit C - part 1 - Swinerton's Original RFP Price
 Proposal - April 22, 2014
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MOD 4 East Parking Structure

Exhibit C - Lump Sum - Schedule of Prices & Quantities (Rev 2 - Apr 9 14)

		Company Name: Swinerton Builders					
		Contract Name: Module 4 East Parking Structure					
		Contract Number: 201209030					
		Segment	Lump Sum or Unit Price	Quantity	Base Scope Price	Segment Pricing	
ALTERNATE PRICING PROPOSALS (Optional):							
Proposers may present alternate design or construction solutions that will reduce the cost and will still maintain a high quality standard and provide a best value for DIA.							
Proposers shall list the alternate solutions and list the cost saving for the alternate solution. If these alternate solutions become a possible negotiation item the Proposer will be asked to provide details to support the technical value of the proposed alternate solution.							
					Alternate Price Savings		
1		Provide precast elevator core in lieu of spandrel glass - Precast to match architectural spandrels. Deduct:			\$ (50,000.00)		
2		Reduce precast spandrel height from 7'-6" to 6'-9" to match proportions of revised column spacing. All beams remain concealed. Deduct:			\$ (182,000.00)		
3		Provide epoxy coated rebar at top mat of steel only at elevated parking decks. Bottom steel to be uncoated mild steel. Deduct:			\$ (70,000.00)		
4					\$		
5					\$		
6					\$		
7					\$		
8					\$		
9					\$		
10					\$		
		TOTAL SAVINGS OF ALTERNATE SOLUTIONS				\$ (302,000)	
		If more alternate solutions are proposed, provide added sheets to describe the proposed changes.					
		ALTERNATE TOTAL DESIGN SEGMENT PRICING				\$ 2,558,996	
		ALTERNATE TOTAL CONSTRUCTION SEGMENT PRICING				\$ 31,500,115	
		ALTERNATE TOTAL PROJECT PRICING				\$ 34,059,111	
If the Proposer has provided ALTERNATE SOLUTIONS, the Proposer shall, in addition to these 3 Basic and Required Pricing pages, also revise pages 1 and 2 and submit these pages and add "ALTERNATE PRICING" to the title.							

DIA contract 201209030 - Mod 4 East Parking Structure
 Exhibit C - part 1 - Swinerton's Original RFP Price Proposal - April 22, 2014
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Proposal Clarifications

1) General

- a) Our proposal relies on proven design-build methods to support DIA's goals. During partnering sessions with the entire team, we will leverage best practices to address issues, ideas and solutions for project success.
- b) In accordance with the RFP, we are relying upon DIA providing general liability, workers' compensation, and builder's risk insurance. As final insurance pricing varies depending on the final subcontract bid results that have not yet occurred, we can offer an estimated add to our proposal amount of \$720,000 to provide these coverages for the project.
- c) Our proposal is based on the general design intent communicated in the RFP, DIA design standards, and our implementation of industry best practices. Should changes to the scope arise out of the control of Swinerton + Walker, this proposal will need to be revised.
- d) The List of Proposed Sub-Consultants and Subcontractors is included with the information and firms who participated in the estimating of this project at the time of the RFP. Our process is based on more formal subcontractor bidding at a later date, thus requiring potential revisions to the subcontractor list.
- e) Until the design and subcontractor bidding is complete, we are not able to project the anticipated workforce, new employees, or estimated manpower utilization. We will complete and submit these for approval during the subcontractor bidding phase.
- f) This proposal is based on DIA's ability to review design submissions in 14 calendar days as identified in the RFP.
- g) We have included cost escalation for materials and labor only to the extent proportionate to the schedule requirements of the RFP.
- h) This proposal is based on the soils report provided as attachment 9 to the RFP. We will perform our own soils investigation and report for design completion. Final geotechnical report information may affect the subsurface construction methods and cost.
- i) While we have based this proposal in accordance with the construction schedule milestones, delays in the design process due to review, approval, and multi-disciplinary coordination may cause an extension to the design phase and shall not be cause for milestone failure.

2) Sitework

- a) In lieu of a pedestrian portal tunnel under the L2 roadway, we propose a plan that moves the pedestrian traffic from the economy lot to the garage by way of a re-configured walkway under the L2 roadway bridge immediately south of the T1 road. Should a separate L2 portal be required for pedestrian traffic, add \$240,000 to this proposal.
- b) We have included a scope for site utilities based on City of Denver, Denver Wastewater, and Denver Water standards. As the applications of the standards can vary between situations and the final documents have not been designed or approved by any Authority Having Jurisdiction, our final design, scope, and cost may be subject to revision pending final design approvals.
- c) We have not included any pavement removal or replacement for site utility / Xcel utility installation east of the L2 roadway.

DIA contract 201209030 - Mod 4 East Parking Structure
Exhibit C - part 1 - Swinerton's Original RFP Price Proposal -
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3) Concrete

a) Our basis of design for the garage structure includes the basic durability assemblies:

- i) Low water-cement ratio concrete (0.40 max)
- ii) Fly ash at a rate of 25%
- iii) Well distributed air entrainment at 4% to 7%
- iv) A 40% solid sealer
- v) Un-bonded, one-way, post-tensioned design
- vi) Positive drainage
- vii) Epoxy coated rebar for both the top and bottom steel in the slabs.

We offer durability enhancers in the form of concrete admixtures, etc., as well as other cost savings opportunities such as changing the epoxy requirement to top-bars only.

b) The precast spandrels included are designed to match those of Mod 4 West.

4) Stairs

a) We have included a stair scope that matches the stairs from the recent stair replacement project.

5) Moisture Protection

a) We have included moisture protection provisions to provide a 40-year garage.

6) Mechanical and Electrical

- a) We have utilized the fire protection report issued in Addendum #2 and have included a dry, manual standpipe-only fire protection system with no coverage at the elevator lobbies or bridges.
- b) We have included copper domestic water piping without jacketed insulation as per the construction requirements of the previous Mod 4 West parking garage.
- c) We propose to install the piping and conduit in the garage unpainted.
- d) We have included the electric snow melt system for the ramp from level 4 to 5 of the garage.
- e) An Automatic Vehicle Identification System is not included.
- f) We have included moderate routing revisions to the Mod 4 West and other precast routing schemes to account for standard practices in cast in place garage construction.
- g) We have included moderate revisions to the electrical one-line scope to account for reduced lighting load due to the use of LED light fixtures.
- h) We have included electrical switch gear that will communicate with the existing switch gear utilized on previous garages.

DIA contract 201209030 - Mod 4 East Parking Structure
Exhibit C - part 1 - Swinerton's Original RFP Price Proposal - April 22,
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Exhibit C part 2 - Lump Sum Bid Details for 4-22-14 RFP
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DIA Design-Build MOD 4 East Parking Structure
Denver, CO

Owner: City and County of Denver - Department of Aviation
Architect: Walker Parking Consultants

Date: April 22, 2014

Project Total GSF 615,462

Lump Sum Design-Build Estimate - CSI Sections

CSI	Description	Quantity	Unit Cost	Parking Structure	Site Work	Subtotals	Unit Cost per Total GSF 615,462	Grand Total by CSI
				615,462 SF	SF			
				1707 stall	50 spaces			
1000	General Requirements							
	Traffic Control Site	1.00 ls	\$ 200,000.00	\$ 200,000	\$ -	\$ 200,000		
	Traffic Control - Garage	1.00 ls	\$ 400,000.00	\$ 400,000	\$ -	\$ 400,000		
	Surveying - Site	1.00 ls	\$ 74,500.00	\$ 74,500	\$ -	\$ 74,500		
	Surveying - Building		included	\$ -	\$ -	\$ -		
	Supplemental Layout	4.00 mo	\$ 10,392.00	\$ 41,568	\$ -	\$ 41,568		
	DBE Outreach / Compliance	1.00 ls	\$ 10,000.00	\$ 10,000	\$ -	\$ 10,000		
	Testing	1.00 ls	\$ 275,550.00	\$ 275,550	\$ -	\$ 275,550		
	subtotal			\$ 1,001,618	\$ -	\$ 1,001,618	\$ 1.63	
	Total - Division 01			\$ 1,001,618	\$ -	\$ 1,001,618	\$ 1.63	\$ 1,001,618
24113	Selective Site Demolition							
	see earthwork			\$ -	\$ -	\$ -		
	subtotal			\$ -	\$ -	\$ -	\$ -	
22000	Shoring/Soil Nailing							
32000	Shotcrete							
	Not Required			\$ -	\$ -	\$ -		
	subtotal			\$ -	\$ -	\$ -	\$ -	
23000	Earthwork (Site clearing)							
	Clear & grub site	1.00 ls	\$ 826,949.00	\$ 826,949	\$ -	\$ 826,949		
	Mass excavation and Export- SEPARATE BID ITEM	74,000.00 cy	\$ 9.35	\$ 691,900	\$ -	\$ 691,900		
	Import and Backfill	27,000.00 cy	\$ 11.95	\$ 322,650	\$ -	\$ 322,650		
	Geotextile Separation Layer		included	\$ -	\$ -	\$ -		
	subtotal			\$ 1,841,499	\$ -	\$ 1,841,499	\$ 2.99	
24660	Drilled Concrete Piers and Shafts							
	24" dia - 61 ea x 32 lf - interior caissons (inc 4 @ elec rms)	1,952.00 #	\$ 24.00	\$ 46,848	\$ -	\$ 46,848		
	30" dia - 55 ea x 55 lf - exterior caissons	1,760.00 #	\$ 28.00	\$ 49,280	\$ -	\$ 49,280		
	36" dia - 12 ea x 34 lf - girder caissons	408.00 #	\$ 32.00	\$ 13,056	\$ -	\$ 13,056		
	30" dia - 20 ea x 30 lf - bridge caissons	600.00 #	\$ 28.00	\$ 16,800	\$ -	\$ 16,800		
	Casing		not required	\$ -	\$ -	\$ -		
	Concrete Materials	928 cy	122.84	\$ 113,996	\$ -	\$ 113,996		
	Concrete Placement	928 cy	25.00	\$ 23,200	\$ -	\$ 23,200		
	Rebar Materials	112 tns	1,533.80	\$ 171,786	\$ -	\$ 171,786		
	Rebar Placement		included above	\$ -	\$ -	\$ -		
	Concrete Pump	928 cy	10.00	\$ 9,280	\$ -	\$ 9,280		
	Dewatering		not required	\$ -	\$ -	\$ -		
	Layout / Vertical control	144 ea	50.00	\$ 7,200	\$ -	\$ 7,200		
	Hoist Cages		included in drilling	\$ -	\$ -	\$ -		
	Safety for Caisson Drilling	144 ea	50.00	\$ 7,200	\$ -	\$ 7,200		
	subtotal			\$ 458,645	\$ -	\$ 458,645	\$ 0.75	
25150	Concrete Paving							
	1.00 ls	\$ 192,282.00		\$ 192,282	\$ -	\$ 192,282		
30000	Concrete Curb & Gutter							
	Box Culvert		included	\$ -	\$ -	\$ -		
	Wing walls		included	\$ -	\$ -	\$ -		
	subtotal			\$ 192,282	\$ -	\$ 192,282	\$ 0.31	
25200	Utilities							
26000		1.00 ls	\$ 861,134.00	\$ 861,134	\$ -	\$ 861,134		
26600								
	subtotal			\$ 861,134	\$ -	\$ 861,134	\$ 1.40	
26120	Bituminous Pavement							
	Level 1 of parking structure	12,742.00 sy	\$ 53.07	\$ 676,162	\$ -	\$ 676,162		
	Exterior Paving	3,202.00 sy	\$ 44.71	\$ 143,161	\$ -	\$ 143,161		
	Traffic Control	1.00 ls	\$ 40,000.00	\$ 40,000	\$ -	\$ 40,000		
	subtotal			\$ 859,323	\$ -	\$ 859,323	\$ 1.40	
29210	Seeding							
29250	Topsoiling							
29280	Mulching							
	Seeding and Mulching	1.00 ls	\$ 12,500.00	\$ 12,500	\$ -	\$ 12,500		
	subtotal			\$ 12,500	\$ -	\$ 12,500	\$ 0.02	
	Total - Division 02			\$ 4,225,384	\$ -	\$ 4,225,384	\$ 6.87	\$ 4,225,384
33000	Cast-In-Place Concrete							
	Curbs and platforms on SOG at Elevator lobby	369.00 sf	\$ 8.00	\$ 2,952	\$ -	\$ 2,952		
	Curbs and platforms on elevated slabs at Lvl 5 lobby & Lvl 4 & 5 bridges	1,378.00 sf	\$ 8.00	\$ 11,024	\$ -	\$ 11,024		

Lump Sum Design-Build Estimate - CSI Sections

Exhibit C part 2 - Lump Sum Bid Details for 4-22-14 RFP
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CSI	Description	Quantity	Unit Cost	Parking Structure		Site Work		Subtotals	Unit Cost per Total GSF 615,462	Grand Total by CSI
				615,462 SF		SF				
	Curbs on ramps - 4,614 lf	included		\$ -	\$ -	\$ -	\$ -	\$ -		
	Platforms between curbs on ramps	5,627.00 sf	\$ 8.00	\$ 45,016	\$ -	\$ -	\$ 45,016			
	SOG at elevator, elect & stairs - 1'-0" structural slab on void	6,381.00 sf	\$ 20.00	\$ 127,620	\$ -	\$ -	\$ 127,620			
	Topping slab at Level 4 & 5 bridge	10,373.00 sf	\$ 5.00	\$ 51,865	\$ -	\$ -	\$ 51,865			
	Topping slab at Level 2 slab	4,206.00 sf	\$ 5.00	\$ 21,030	\$ -	\$ -	\$ 21,030			
	Fill pipe bollards	272.00 ea	\$ 50.00	\$ 13,600	\$ -	\$ -	\$ 13,600			
	subtotal			\$ 273,107	\$ -	\$ -	\$ 273,107	\$ 0.44		
33800	Post-Tensioned Concrete									
	Elevated Concrete Structure	1.00 ls	\$ 10,726,443.00	\$ 10,726,443	\$ -	\$ -	\$ 10,726,443			
	Concrete Support			\$ -	\$ -	\$ -	\$ -			
	Daily Clean-Up - Concrete			\$ -	\$ -	\$ -	\$ -			
	Safety Equipment & Small Tools - Concrete	1 ls	25,000.00	\$ 25,000	\$ -	\$ -	\$ 25,000			
	Weather Protection	included		\$ -	\$ -	\$ -	\$ -			
	Hoisting for concrete	included		\$ -	\$ -	\$ -	\$ -			
	Debris Removal and Dumpster Fees	30.00 wks	\$ 1,000.00	\$ 30,000	\$ -	\$ -	\$ 30,000			
	subtotal			\$ 10,781,443	\$ -	\$ -	\$ 10,781,443	\$ 17.52		
34500	Precast Architectural Concrete									
	Spandrels	1.00 ls	\$ 3,901,770.00	\$ 3,901,770	\$ -	\$ -	\$ 3,901,770			
	Bridge at Level 4 & 5 AND Level 2	1.00 ls	\$ 613,220.00	\$ 613,220	\$ -	\$ -	\$ 613,220			
	Demo/shoring	1.00 ls	\$ 85,000.00	\$ 85,000	\$ -	\$ -	\$ 85,000			
	Inserts at columns and at slab edge	included in 33800								
	subtotal			\$ 4,599,990	\$ -	\$ -	\$ 4,599,990	\$ 7.47		
	Total - Division 03			\$ 15,654,540	\$ -	\$ -	\$ 15,654,540	\$ 25.44		\$ 15,654,540
48100	Masonry									
	Walls at storage and electrical	7,844.00 sf	\$ 13.75	\$ 107,855	\$ -	\$ -	\$ 107,855			
	Walls at elevator core	2,611.00 sf	\$ 10.00	\$ 26,110	\$ -	\$ -	\$ 26,110			
	Install HM frames	23.00 ea	\$ 125.00	\$ 2,875	\$ -	\$ -	\$ 2,875			
	subtotal			\$ 136,840	\$ -	\$ -	\$ 136,840	\$ 0.22		
	Total - Division 04			\$ 136,840	\$ -	\$ -	\$ 136,840	\$ 0.22		\$ 136,840
51200	Structural Steel Framing									
	Elevator core	1.00 ls	\$ 1,183,587.00	\$ 1,183,587	\$ -	\$ -	\$ 1,183,587			
				\$ -	\$ -	\$ -	\$ -			
				\$ -	\$ -	\$ -	\$ -			
	subtotal			\$ 1,183,587	\$ -	\$ -	\$ 1,183,587	\$ 1.92		
55000	Metal Fabrications									
	Steel Deck	included in 51200		\$ -	\$ -	\$ -	\$ -			
	Pipe Guards	200.00 ea	\$ 250.00	\$ 50,000	\$ -	\$ -	\$ 50,000			
	Bollards	272.00 ea	\$ 75.00	\$ 20,400	\$ -	\$ -	\$ 20,400			
	Metal grating	included in 51200		\$ -	\$ -	\$ -	\$ -			
	subtotal			\$ 70,400	\$ -	\$ -	\$ 70,400	\$ 0.11		
55100	Metal Stairs									
		included in 51200		\$ -	\$ -	\$ -	\$ -			
55213	Pipe and Tube Railings									
		included in 51200		\$ -	\$ -	\$ -	\$ -			
	subtotal			\$ -	\$ -	\$ -	\$ -			
	Total - Division 05			\$ 1,253,987	\$ -	\$ -	\$ 1,253,987	\$ 2.04		\$ 1,253,987
61000	Rough Carpentry / Backing & Blocking									
	Electrical room plywood panels	1.00 ls	\$ 5,000.00	\$ 5,000	\$ -	\$ -	\$ 5,000			
	Roof curbs and blocking	1.00 ls	\$ 2,500.00	\$ 2,500	\$ -	\$ -	\$ 2,500			
	subtotal			\$ 7,500	\$ -	\$ -	\$ 7,500	\$ 0.01		
	Total - Division 06			\$ 7,500	\$ -	\$ -	\$ 7,500	\$ 0.01		\$ 7,500
71000	Waterproofing Systems									
	Concrete sealer									
	Joint sealants at curbs, drains, bridges etc on parking garage flooring	1.00 ls	\$ 46,700.00	\$ 46,700	\$ -	\$ -	\$ 46,700			
	Clear sealer									
	Silane floor sealer - base 40% solids	1.00 ls	\$ 86,656.00	\$ 86,656	\$ -	\$ -	\$ 86,656			
	Traffic topping									
	Topping above rooms below in parking areas - electrical & storage	1.00 ls	\$ 29,600.00	\$ 29,600	\$ -	\$ -	\$ 29,600			
	Expansion Joint System									
	Expansion joints at parking floor Lvl2-5, elevator room & bridge	1.00 ls	\$ 184,210.00	\$ 184,210	\$ -	\$ -	\$ 184,210			
	subtotal			\$ 347,166	\$ -	\$ -	\$ 347,166	\$ 0.56		
71150	Bituminous Dampproofing									
	Below grade waterproofing at elevator pit & ramp	1.00 ls	\$ 28,490.00	\$ 28,490	\$ -	\$ -	\$ 28,490			
	subtotal			\$ 28,490	\$ -	\$ -	\$ 28,490	\$ 0.05		
75310	EPDM Membrane Roofing									
	Elevator Lobby roof at Level 5	556.00 sf	\$ 36.00	\$ 20,016	\$ -	\$ -	\$ 20,016			
76200	Sheet Metal Flashing & Trim									
	Elevator Lobby roof at Level 5	1.00 ls	\$ 4,024.00	\$ 4,024	\$ -	\$ -	\$ 4,024			
77200	Roof Accessories									
		Not Required		\$ -	\$ -	\$ -	\$ -			

Lump Sum Design-Build Estimate - CSI Sections

Exhibit C part 2 - Lump Sum Bid Details for 4-22-14 RFP
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CSI	Description	Quantity	Unit Cost	Parking Structure	Site Work	Subtotals	Unit Cost per Total GSF 615,462	Grand Total by CSI
				615,462 SF	SF			
	subtotal			\$ 24,040	\$ -	\$ 24,040	\$ 0.04	
79200	Joint Sealants All vertical joints at precast, masonry, conc, etc	1.00 ls	\$ 33,400.00	\$ 33,400	\$ -	\$ 33,400		
	subtotal			\$ 33,400	\$ -	\$ 33,400	\$ 0.05	
Total - Division 07				\$ 466,496	\$ -	\$ 466,496	\$ 0.76	\$ 466,496
81100	Steel Doors and Frames							
87100	Door Hardware HM Door, frames & Hardware HM Door, frames & hardware installation	1.00 ls 1.00 ls	\$ 28,745.00 \$ 16,250.00	\$ 28,745 \$ 16,250	\$ - \$ -	\$ 28,745 \$ 16,250		
	subtotal			\$ 44,995	\$ -	\$ 44,995	\$ 0.07	
84110	Aluminum-Framed Storefronts	included		\$ -	\$ -	\$ -		
	subtotal			\$ -	\$ -	\$ -	\$ -	
84600	Automatic Entrance Doors Besum Sliding Glass Doors	1.00 ls	\$ 33,267.00	\$ 33,267	\$ -	\$ 33,267		
	subtotal			\$ 33,267	\$ -	\$ 33,267	\$ 0.05	
88000	Glazing	Included						
	subtotal			\$ -	\$ -	\$ -	\$ -	
89110	Glazed Aluminum Curtain Walls Curtainwall system at elevator core Interior lobby system Curtainwall system at L5 Elevator Lobby Glass at bridge	3,299.00 sf 1,653.00 sf 622.00 sf 2,272.00 sf	\$ 78.00 \$ 60.00 \$ 78.00 \$ 60.00	\$ 257,322 \$ 99,180 \$ 48,516 \$ 136,320	\$ - \$ - \$ - \$ -	\$ 257,322 \$ 99,180 \$ 48,516 \$ 136,320		
	subtotal			\$ 541,338	\$ -	\$ 541,338	\$ 0.88	
Total - Division 08				\$ 619,600	\$ -	\$ 619,600	\$ 1.01	\$ 619,600
92500	Gypsum Drywall	1.00 ls	\$ 19,960.00	\$ 19,960	\$ -	\$ 19,960		
	subtotal			\$ 19,960	\$ -	\$ 19,960	\$ 0.03	
95120	Acoustical Ceiling Tiles Elevator lobbies	1.00 ls	\$ 7,000.00	\$ 7,000	\$ -	\$ 7,000		
	subtotal			\$ 7,000	\$ -	\$ 7,000	\$ 0.01	
96510	Resilient Floor Tile Elevator lobbies	1.00 ls	\$ 18,791.00	\$ 18,791	\$ -	\$ 18,791		
	subtotal			\$ -	\$ -	\$ -	\$ -	
99100	Painting Painting block walls, gypsum board walls, HM frames, stairs, bollards	1.00 ls	\$ 75,000.00	\$ 75,000	\$ -	\$ 75,000		
	subtotal			\$ 75,000	\$ -	\$ 75,000	\$ 0.12	
99140	Pavement Markings Exterior and interior striping, ADA, directional arrows	1.00 ls	\$ 147,979.00	\$ 147,979	\$ -	\$ 147,979		
Total - Division 09				\$ 249,939	\$ -	\$ 249,939	\$ 0.41	\$ 249,939
10200	Extruded Aluminum Stationary Louvers	included curtainwall		\$ -	\$ -	\$ -		
	subtotal			\$ -	\$ -	\$ -	\$ -	
10290	Bird Control	2,000.00 lf	\$ 10.00	\$ 20,000	\$ -	\$ 20,000		
	subtotal			\$ 20,000	\$ -	\$ 20,000	\$ 0.03	
10431	Signage	1.00 ls	\$ 796,120.00	\$ 796,120	\$ -	\$ 796,120		
	subtotal			\$ 796,120	\$ -	\$ 796,120	\$ 1.29	
104416	Fire Extinguishers	NOT REQUIRED		\$ -	\$ -	\$ -		
	subtotal			\$ -	\$ -	\$ -	\$ -	
Total - Division 10				\$ 816,120	\$ -	\$ 816,120	\$ 1.33	\$ 816,120
11000	NOT USED							
	subtotal			\$ -	\$ -	\$ -	\$ -	
Total - Division 11				\$ -	\$ -	\$ -	\$ -	\$ -
120000	NOT USED							
	subtotal			\$ -	\$ -	\$ -	\$ -	
Total - Division 12				\$ -	\$ -	\$ -	\$ -	\$ -

Lump Sum Design-Build Estimate - CSI Sections

CSI	Description	Quantity	Unit Cost	Parking Structure	Site Work	Subtotals	Unit Cost per Total GSF 615,462	Grand Total by CSI
				615,462 SF	SF			
130000	NOT USED							
	subtotal			\$ -	\$ -	\$ -	\$ -	
	Total - Division 13			\$ -	\$ -	\$ -	\$ -	\$ -
14210	Electric Traction Elevators							
	Emergency telephones - Talk-a-Phone	1.00 ls	\$ 410,942.00	\$ 410,942	\$ -	\$ 410,942		
	Battery lowering	3.00 ea	\$ 7,000.00	\$ 21,000	\$ -	\$ 21,000		
	Total - Division 14			\$ 431,942	\$ -	\$ 431,942	\$ 0.70	\$ 431,942
15345 15375	Dry-Pipe Sprinkler System Standpipe and Hose System							
		1.00 ls	\$ 100,000.00	\$ 100,000	\$ -	\$ 100,000		
	subtotal			\$ 100,000	\$ -	\$ 100,000	\$ 0.16	
15410	Plumbing							
		1.00 ls	\$ 800,000.00	\$ 800,000	\$ -	\$ 800,000		
	subtotal			\$ 800,000	\$ -	\$ 800,000	\$ 1.30	
15671	Air Cooled Condensing Units							
		included		\$ -	\$ -	\$ -		
	subtotal			\$ -	\$ -	\$ -	\$ -	
	Total - Division 21, 22 and 23			\$ 900,000	\$ -	\$ 900,000	\$ 1.46	\$ 900,000
16010	Basic Electrical							
	Conduit in slabs	1.00 ls	\$ 3,350,000.00	\$ 3,350,000	\$ -	\$ 3,350,000		
	Low voltage	1.00 ls		\$ -	\$ -	\$ -		
	Dual 1200 amp service	1.00 in above		\$ -	\$ -	\$ -		
16610	Uninterruptible Power Supply	1.00 ls		\$ -	\$ -	\$ -		
16642	Cathodic Protection			\$ -	\$ -	\$ -		
16670	Lightning Protection Systems			\$ -	\$ -	\$ -		
283100	Intelligent Life Safety Fire Management - Add#4			\$ -	\$ -	\$ -		
16722	Computerized Card Access System (SSI)			\$ -	\$ -	\$ -		
16743	Telecommunications Pathways and Spaces			\$ -	\$ -	\$ -		
16770	Voice Paging System			\$ -	\$ -	\$ -		
16782	Closed Circuit Television (CCTV) System			\$ -	\$ -	\$ -		
	Blue light telephones			\$ -	\$ -	\$ -		
	Courtesy Telephones			\$ -	\$ -	\$ -		
	Dynamic Sign Control			\$ -	\$ -	\$ -		
	subtotal			\$ 3,350,000	\$ -	\$ 3,350,000	\$ 5.44	
	Total - Division 26			\$ 3,350,000	\$ -	\$ 3,350,000	\$ 5.44	\$ 3,350,000
Direct Cost Total				\$ 29,113,966	\$ -	\$ 29,113,966		\$ 29,113,966
Cost per Primary Unit				\$ 47.30 / SF				\$ 47.30 / Total GSF
Cost per Secondary Unit				\$ 17,055.63 / stall	\$ 0.00 / spaces			\$ 17,055.63 / stall
				100.00%		100.00%		

Lump Sum Design-Build Estimate - CSI Sections

CSI	Description	Quantity	Unit Cost	Parking Structure	Site Work	Subtotals	Unit Cost per Total GSF 615,462	Grand Total by CSI
				615,462 SF	SF			
Indirect Costs:								
	General Conditions	1 ls	\$ 2,786,514	\$ 2,786,514	\$ -	\$ 2,786,514		
	Preconstruction	1 ls	\$ 116,518	\$ 116,518	\$ -	\$ 116,518		
	subtotal			\$ 2,903,032	\$ -	\$ 2,903,032		
Design Fees (Design/Build)								
		1 ls	\$ 2,100,000	\$ 2,100,000	\$ -	\$ 2,100,000		
	subtotal			\$ 2,100,000	\$ -	\$ 2,100,000		
Insurances:								
	General Liability Insurance	0.20% BY OWNER		\$ 58,228	\$ -	\$ 58,228		
	Subguard	1.17%		\$ 340,633	\$ -	\$ 340,633		
	Builders Risk	BY OWNER		\$ -	\$ -	\$ -		
	Design-Build Supplemental Insurance Policy	NOT REQUIRED		\$ -	\$ -	\$ -		
	Workers Com credit	-1.00%		\$ (291,140)	\$ -	\$ (291,140)		
	subtotal			\$ 107,722	\$ -	\$ 107,722		
Permits:								
	Building Permit and Plan Check Fees - by DIA per IP-16			\$ -	\$ -	\$ -		
	Other Permits and Governmental Fees	1.00%		\$ 20,000	\$ -	\$ 20,000		
	subtotal			\$ 20,000	\$ -	\$ 20,000		
Bonds:								
	Payment & Performance Bond	0.82% Design-Build		\$ 154,447	\$ -	\$ 154,447		
	subtotal			\$ 154,447	\$ -	\$ 154,447		
Contingencies:								
	Design Contingency	1.00%		\$ 291,140	\$ -	\$ 291,140		
	Contractor's Contingency	1.00%		\$ 291,140	\$ -	\$ 291,140		
	subtotal			\$ 582,279	\$ -	\$ 582,279		
Indirect Cost				\$ 3,767,480	\$ -	\$ 3,767,480		
Cost per Primary Unit				\$ 6.12 / SF		\$ 6.12 / Total GSF		
Direct Work + Indirect Cost				\$ 32,881,446	\$ -			\$ 32,881,446
Cost per Primary Unit				\$ 53.43 / SF				\$ 53.43 / Total GSF
Fee - calculated by percentage		4.50%		\$ 1,479,665	\$ -			\$ 1,479,665
Total Cost Estimate				\$ 34,361,111	\$ -			\$ 34,361,111
Cost per Primary Unit				\$ 55.83 / SF				\$ 55.83 / Total GSF
Cost per Secondary Unit				\$ 20,129.53 / stall	\$ 0.00 / spaces			\$ 20,129.53 / stall



DIA Design-Build MOD 4 East Parking Structure
Denver, CO

Exhibit C part 3 - Corrected Lump Sum Bid Details - 6-27-14 - page 1 of 5

Owner: **City and County of Denver - Department of Aviation**
 Architect: **Walker Parking Consultants**

Date: **April 22, 2014**

Project Total GSF 615,462

Lump Sum Design-Build Estimate - CSI Sections

CSI	Description	Quantity	Unit Cost	Parking Structure	Site Work	Subtotals	Unit Cost per Total GSF 615,462	Grand Total by CSI
				615,462 SF	SF			
				1707 stall	50 spaces			
1000	General Requirements							
	Traffic Control Site	1.00 ls	\$ 200,000.00	\$ 200,000	\$ -	\$ 200,000		
	Traffic Control - Garage	1.00 ls	\$ 400,000.00	\$ 400,000	\$ -	\$ 400,000		
	Surveying - Site	1.00 ls	\$ 74,500.00	\$ 74,500	\$ -	\$ 74,500		
	Surveying - Building included			\$ -	\$ -	\$ -		
	Supplemental Layout	4.00 mo	\$ 10,392.00	\$ 41,568	\$ -	\$ 41,568		
	DBE Outreach / Compliance	1.00 ls	\$ 10,000.00	\$ 10,000	\$ -	\$ 10,000		
	Testing	1.00 ls	\$ 275,550.00	\$ 275,550	\$ -	\$ 275,550		
	subtotal			\$ 1,001,618	\$ -	\$ 1,001,618	\$ 1.63	
	Total - Division 01			\$ 1,001,618	\$ -	\$ 1,001,618	\$ 1.63	\$ 1,001,618
24113	Selective Site Demolition							
	see earthwork			\$ -	\$ -	\$ -		
	subtotal			\$ -	\$ -	\$ -	\$ -	
22000	Shoring/Soil Nailing							
32000	Shotcrete							
	Not Required			\$ -	\$ -	\$ -		
	subtotal			\$ -	\$ -	\$ -	\$ -	
23000	Earthwork (Site clearing)							
	Clear & grub site	1.00 ls	\$ 826,949.00	\$ 826,949	\$ -	\$ 826,949		
	Mass excavation and Export- SEPARATE BID ITEM	74,000.00 cy	\$ 9.35	\$ 691,900	\$ -	\$ 691,900		
	Import and Backfill	27,000.00 cy	\$ 11.95	\$ 322,650	\$ -	\$ 322,650		
	Geotextile Separation Layer included			\$ -	\$ -	\$ -		
	subtotal			\$ 1,841,499	\$ -	\$ 1,841,499	\$ 2.99	
24660	Drilled Concrete Piers and Shafts							
	24" dia - 61 ea x 32 lf - interior caissons (inc 4 @ elec rms)	1,952.00 #	\$ 24.00	\$ 46,848	\$ -	\$ 46,848		
	30" dia - 55 ea x 55 lf - exterior caissons	1,760.00 #	\$ 28.00	\$ 49,280	\$ -	\$ 49,280		
	36" dia - 12 ea x 34 lf - girder caissons	408.00 #	\$ 32.00	\$ 13,056	\$ -	\$ 13,056		
	30" dia - 20 ea x 30 lf - bridge caissons	600.00 #	\$ 28.00	\$ 16,800	\$ -	\$ 16,800		
	Casing not required			\$ -	\$ -	\$ -		
	Concrete Materials	928 cy	122.84	\$ 113,996	\$ -	\$ 113,996		
	Concrete Placement	928 cy	25.00	\$ 23,200	\$ -	\$ 23,200		
	Rebar Materials	112 tns	1,533.80	\$ 171,786	\$ -	\$ 171,786		
	Rebar Placement included above			\$ -	\$ -	\$ -		
	Concrete Pump	928 cy	10.00	\$ 9,280	\$ -	\$ 9,280		
	Dewatering not required			\$ -	\$ -	\$ -		
	Layout / Vertical control	144 ea	50.00	\$ 7,200	\$ -	\$ 7,200		
	Hoist Cages included in drilling			\$ -	\$ -	\$ -		
	Safety for Caisson Drilling	144 ea	50.00	\$ 7,200	\$ -	\$ 7,200		
	subtotal			\$ 458,645	\$ -	\$ 458,645	\$ 0.75	
25150	Concrete Paving							
	1.00 ls	\$ 192,282.00	\$ 192,282	\$ -	\$ 192,282			
30000	Concrete Curb & Gutter							
	Box Culvert included			\$ -	\$ -	\$ -		
	Wing walls included			\$ -	\$ -	\$ -		
	subtotal			\$ 192,282	\$ -	\$ 192,282	\$ 0.31	
25200	Utilities							
26000		1.00 ls	\$ 861,134.00	\$ 861,134	\$ -	\$ 861,134		
26600								
	subtotal			\$ 861,134	\$ -	\$ 861,134	\$ 1.40	
26120	Bituminous Pavement							
	Level 1 of parking structure	12,742.00 sy	\$ 53.07	\$ 676,162	\$ -	\$ 676,162		
	Exterior Paving	3,202.00 sy	\$ 44.71	\$ 143,161	\$ -	\$ 143,161		
	Traffic Control	1.00 ls	\$ 40,000.00	\$ 40,000	\$ -	\$ 40,000		
	subtotal			\$ 859,323	\$ -	\$ 859,323	\$ 1.40	
29210	Seeding							
29250	Topsoiling							
29280	Mulching							
	Seeding and Mulching	1.00 ls	\$ 12,500.00	\$ 12,500	\$ -	\$ 12,500		
	subtotal			\$ 12,500	\$ -	\$ 12,500	\$ 0.02	
	Total - Division 02			\$ 4,225,384	\$ -	\$ 4,225,384	\$ 6.87	\$ 4,225,384
33000	Cast-In-Place Concrete							
	Curbs and platforms on SOG at Elevator lobby	369.00 sf	\$ 8.00	\$ 2,952	\$ -	\$ 2,952		
	Curbs and platforms on elevated slabs at Lvl 5 lobby & Lvl 4 & 5 bridges	1,378.00 sf	\$ 8.00	\$ 11,024	\$ -	\$ 11,024		

CSI	Description	Quantity	Unit Cost	Parking Structure	Site Work	Subtotals	Unit Cost per Total GSF 615,462	Grand Total by CSI
				615,462 SF	SF			
	Curbs on ramps - 4,614 lf	included		\$ -	\$ -	\$ -		
	Platforms between curbs on ramps	5,627.00 sf	\$ 8.00	\$ 45,016	\$ -	\$ 45,016		
	SOG at elevator, elect & stairs - 1'-0" structural slab on void	6,381.00 sf	\$ 20.00	\$ 127,620	\$ -	\$ 127,620		
	Topping slab at Level 4 & 5 bridge	10,373.00 sf	\$ 5.00	\$ 51,865	\$ -	\$ 51,865		
	Topping slab at Level 2 slab	4,206.00 sf	\$ 5.00	\$ 21,030	\$ -	\$ 21,030		
	Fill pipe bollards	272.00 ea	\$ 50.00	\$ 13,600	\$ -	\$ 13,600		
	subtotal			\$ 273,107	\$ -	\$ 273,107	\$ 0.44	
33800	Post-Tensioned Concrete							
	Elevated Concrete Structure	1.00 ls	\$ 10,726,443.00	\$ 10,726,443	\$ -	\$ 10,726,443		
	Concrete Support							
	Daily Clean-Up - Concrete			\$ -	\$ -	\$ -		
	Safety Equipment & Small Tools - Concrete	1 ls	25,000.00	\$ 25,000	\$ -	\$ 25,000		
	Weather Protection	included		\$ -	\$ -	\$ -		
	Hoisting for concrete	included		\$ -	\$ -	\$ -		
	Debris Removal and Dumpster Fees	30.00 wks	\$ 1,000.00	\$ 30,000	\$ -	\$ 30,000		
	subtotal			\$ 10,781,443	\$ -	\$ 10,781,443	\$ 17.52	
34500	Precast Architectural Concrete							
	Spandrels	1.00 ls	\$ 3,901,770.00	\$ 3,901,770	\$ -	\$ 3,901,770		
	Bridge at Level 4 & 5 AND Level 2	1.00 ls	\$ 613,220.00	\$ 613,220	\$ -	\$ 613,220		
	Demo/shoring	1.00 ls	\$ 85,000.00	\$ 85,000	\$ -	\$ 85,000		
	Inserts at columns and at slab edge	included in 33800						
	subtotal			\$ 4,599,990	\$ -	\$ 4,599,990	\$ 7.47	
	Total - Division 03			\$ 15,654,540	\$ -	\$ 15,654,540	\$ 25.44	\$ 15,654,540
48100	Masonry							
	Walls at storage and electrical	7,844.00 sf	\$ 13.75	\$ 107,855	\$ -	\$ 107,855		
	Walls at elevator core	2,611.00 sf	\$ 10.00	\$ 26,110	\$ -	\$ 26,110		
	Install HM frames	23.00 ea	\$ 125.00	\$ 2,875	\$ -	\$ 2,875		
	subtotal			\$ 136,840	\$ -	\$ 136,840	\$ 0.22	
	Total - Division 04			\$ 136,840	\$ -	\$ 136,840	\$ 0.22	\$ 136,840
51200	Structural Steel Framing							
	Elevator core	1.00 ls	\$ 1,183,587.00	\$ 1,183,587	\$ -	\$ 1,183,587		
				\$ -	\$ -	\$ -		
				\$ -	\$ -	\$ -		
	subtotal			\$ 1,183,587	\$ -	\$ 1,183,587	\$ 1.92	
55000	Metal Fabrications							
	Steel Deck	included in 51200		\$ -	\$ -	\$ -		
	Pipe Guards	200.00 ea	\$ 250.00	\$ 50,000	\$ -	\$ 50,000		
	Bollards	272.00 ea	\$ 75.00	\$ 20,400	\$ -	\$ 20,400		
	Metal grating	included in 51200		\$ -	\$ -	\$ -		
	subtotal			\$ 70,400	\$ -	\$ 70,400	\$ 0.11	
55100	Metal Stairs							
		included in 51200		\$ -	\$ -	\$ -		
55213	Pipe and Tube Railings							
		included in 51200		\$ -	\$ -	\$ -		
	subtotal			\$ -	\$ -	\$ -	\$ -	
	Total - Division 05			\$ 1,253,987	\$ -	\$ 1,253,987	\$ 2.04	\$ 1,253,987
61000	Rough Carpentry / Backing & Blocking							
	Electrical room plywood panels	1.00 ls	\$ 5,000.00	\$ 5,000	\$ -	\$ 5,000		
	Roof curbs and blocking	1.00 ls	\$ 2,500.00	\$ 2,500	\$ -	\$ 2,500		
	subtotal			\$ 7,500	\$ -	\$ 7,500	\$ 0.01	
	Total - Division 06			\$ 7,500	\$ -	\$ 7,500	\$ 0.01	\$ 7,500
71000	Waterproofing Systems							
	Concrete sealer							
	Joint sealants at curbs, drains, bridges etc on parking garage flooring	1.00 ls	\$ 46,700.00	\$ 46,700	\$ -	\$ 46,700		
	Clear sealer							
	Silane floor sealer - base 40% solids	1.00 ls	\$ 86,656.00	\$ 86,656	\$ -	\$ 86,656		
	Traffic topping							
	Topping above rooms below in parking areas - electrical & storage	1.00 ls	\$ 29,600.00	\$ 29,600	\$ -	\$ 29,600		
	Expansion Joint System							
	Expansion joints at parking floor Lvl2-5, elevator room & bridge	1.00 ls	\$ 184,210.00	\$ 184,210	\$ -	\$ 184,210		
	subtotal			\$ 347,166	\$ -	\$ 347,166	\$ 0.56	
71150	Bituminous Dampproofing							
	Below grade waterproofing at elevator pit & ramp	1.00 ls	\$ 28,490.00	\$ 28,490	\$ -	\$ 28,490		
	subtotal			\$ 28,490	\$ -	\$ 28,490	\$ 0.05	
75310	EPDM Membrane Roofing							
	Elevator Lobby roof at Level 5	556.00 sf	\$ 36.00	\$ 20,016	\$ -	\$ 20,016		
76200	Sheet Metal Flashing & Trim							
	Elevator Lobby roof at Level 5	1.00 ls	\$ 4,024.00	\$ 4,024	\$ -	\$ 4,024		
77200	Roof Accessories							
				Not Required	\$ -	\$ -		

Lump Sum Design-Build Estimate - CSI Sections

Exhibit C part 3 - Corrected Lump Sum Bid Details - 6-27-14 - page 3 of 5

CSI	Description	Quantity	Unit Cost	Parking Structure	Site Work	Subtotals	Unit Cost per Total GSF 615,462	Grand Total by CSI
				615,462 SF	SF			
	subtotal			\$ 24,040	\$ -	\$ 24,040	\$ 0.04	
79200	Joint Sealants All vertical joints at precast, masonry, conc, etc	1.00 ls	\$ 33,400.00	\$ 33,400	\$ -	\$ 33,400		
	subtotal			\$ 33,400	\$ -	\$ 33,400	\$ 0.05	
Total - Division 07				\$ 466,496	\$ -	\$ 466,496	\$ 0.76	\$ 466,496
81100	Steel Doors and Frames							
87100	Door Hardware HM Door, frames & Hardware HM Door, frames & hardware installation	1.00 ls 1.00 ls	\$ 28,745.00 \$ 16,250.00	\$ 28,745 \$ 16,250	\$ - \$ -	\$ 28,745 \$ 16,250		
	subtotal			\$ 44,995	\$ -	\$ 44,995	\$ 0.07	
84110	Aluminum-Framed Storefronts	included		\$ -	\$ -	\$ -		
	subtotal			\$ -	\$ -	\$ -	\$ -	
84600	Automatic Entrance Doors Besum Sliding Glass Doors	1.00 ls	\$ 33,267.00	\$ 33,267	\$ -	\$ 33,267		
	subtotal			\$ 33,267	\$ -	\$ 33,267	\$ 0.05	
88000	Glazing	Included						
	subtotal			\$ -	\$ -	\$ -	\$ -	
89110	Glazed Aluminum Curtain Walls Curtainwall system at elevator core Interior lobby system Curtainwall system at L5 Elevator Lobby Glass at bridge	3,299.00 sf 1,653.00 sf 622.00 sf 2,272.00 sf	\$ 78.00 \$ 60.00 \$ 78.00 \$ 60.00	\$ 257,322 \$ 99,180 \$ 48,516 \$ 136,320	\$ - \$ - \$ - \$ -	\$ 257,322 \$ 99,180 \$ 48,516 \$ 136,320		
	subtotal			\$ 541,338	\$ -	\$ 541,338	\$ 0.88	
Total - Division 08				\$ 619,600	\$ -	\$ 619,600	\$ 1.01	\$ 619,600
92500	Gypsum Drywall	1.00 ls	\$ 19,960.00	\$ 19,960	\$ -	\$ 19,960		
	subtotal			\$ 19,960	\$ -	\$ 19,960	\$ 0.03	
95120	Acoustical Ceiling Tiles Elevator lobbies	1.00 ls	\$ 7,000.00	\$ 7,000	\$ -	\$ 7,000		
	subtotal			\$ 7,000	\$ -	\$ 7,000	\$ 0.01	
96510	Resilient Floor Tile Elevator lobbies	1.00 ls	\$ 18,791.00	\$ 18,791	\$ -	\$ 18,791		
	subtotal			\$ -	\$ -	\$ -	\$ -	
99100	Painting Painting block walls, gypsum board walls, HM frames, stairs, bollards	1.00 ls	\$ 75,000.00	\$ 75,000	\$ -	\$ 75,000		
	subtotal			\$ 75,000	\$ -	\$ 75,000	\$ 0.12	
99140	Pavement Markings Exterior and interior striping, ADA, directional arrows	1.00 ls	\$ 147,979.00	\$ 147,979	\$ -	\$ 147,979		
Total - Division 09				\$ 249,939	\$ -	\$ 249,939	\$ 0.41	\$ 249,939
10200	Extruded Aluminum Stationary Louvers	included curtainwall		\$ -	\$ -	\$ -		
	subtotal			\$ -	\$ -	\$ -	\$ -	
10290	Bird Control	2,000.00 lf	\$ 10.00	\$ 20,000	\$ -	\$ 20,000		
	subtotal			\$ 20,000	\$ -	\$ 20,000	\$ 0.03	
10431	Signage	1.00 ls	\$ 796,120.00	\$ 796,120	\$ -	\$ 796,120		
	subtotal			\$ 796,120	\$ -	\$ 796,120	\$ 1.29	
104416	Fire Extinguishers	NOT REQUIRED		\$ -	\$ -	\$ -		
	subtotal			\$ -	\$ -	\$ -	\$ -	
Total - Division 10				\$ 816,120	\$ -	\$ 816,120	\$ 1.33	\$ 816,120
11000	NOT USED							
	subtotal			\$ -	\$ -	\$ -	\$ -	
Total - Division 11				\$ -	\$ -	\$ -	\$ -	\$ -
120000	NOT USED							
	subtotal			\$ -	\$ -	\$ -	\$ -	
Total - Division 12				\$ -	\$ -	\$ -	\$ -	\$ -

CSI	Description	Quantity	Unit Cost	Parking Structure	Site Work	Subtotals	Unit Cost per Total GSF 615,462	Grand Total by CSI
				615,462 SF	SF			
130000	NOT USED							
	subtotal			\$ -	\$ -	\$ -	\$ -	
	Total - Division 13			\$ -	\$ -	\$ -	\$ -	\$ -
14210	Electric Traction Elevators							
	Emergency telephones - Talk-a-Phone	1.00 is	\$ 410,942.00	\$ 410,942	\$ -	\$ 410,942		
	Battery lowering	3.00 ea	\$ 7,000.00	\$ 21,000	\$ -	\$ 21,000		
	Total - Division 14			\$ 431,942	\$ -	\$ 431,942	\$ 0.70	\$ 431,942
15345 15375	Dry-Pipe Sprinkler System Standpipe and Hose System							
		1.00 is	\$ 100,000.00	\$ 100,000	\$ -	\$ 100,000		
	subtotal			\$ 100,000	\$ -	\$ 100,000	\$ 0.16	
15410	Plumbing							
		1.00 is	\$ 800,000.00	\$ 800,000	\$ -	\$ 800,000		
	subtotal			\$ 800,000	\$ -	\$ 800,000	\$ 1.30	
15671	Air Cooled Condensing Units							
		included		\$ -	\$ -	\$ -		
	subtotal			\$ -	\$ -	\$ -	\$ -	
	Total - Division 21, 22 and 23			\$ 900,000	\$ -	\$ 900,000	\$ 1.46	\$ 900,000
16010	Basic Electrical							
	Conduit in slabs	1.00 is	\$ 3,350,000.00	\$ 3,350,000	\$ -	\$ 3,350,000		
	Low voltage	1.00 is		\$ -	\$ -	\$ -		
	Dual 1200 amp service	1.00 in above		\$ -	\$ -	\$ -		
16610	Uninterruptible Power Supply	1.00 is		\$ -	\$ -	\$ -		
16642	Cathodic Protection			\$ -	\$ -	\$ -		
16670	Lightning Protection Systems			\$ -	\$ -	\$ -		
283100	Intelligent Life Safety Fire Management - Add#4			\$ -	\$ -	\$ -		
16722	Computerized Card Access System (SSI)			\$ -	\$ -	\$ -		
16743	Telecommunications Pathways and Spaces			\$ -	\$ -	\$ -		
16770	Voice Paging System			\$ -	\$ -	\$ -		
16782	Closed Circuit Television (CCTV) System			\$ -	\$ -	\$ -		
	Blue light telephones			\$ -	\$ -	\$ -		
	Courtesy Telephones			\$ -	\$ -	\$ -		
	Dynamic Sign Control			\$ -	\$ -	\$ -		
	subtotal			\$ 3,350,000	\$ -	\$ 3,350,000	\$ 5.44	
	Total - Division 26			\$ 3,350,000	\$ -	\$ 3,350,000	\$ 5.44	\$ 3,350,000
Direct Cost Total				\$ 29,113,966	\$ -	\$ 29,113,966		\$ 29,113,966
Cost per Primary Unit				\$ 47.30 / SF				\$ 47.30 / Total GSF
Cost per Secondary Unit				\$ 17,055.63 / stall	\$ 0.00 / spaces			\$ 17,055.63 / stall
				100.00%		100.00%		

Indirect Costs:								
General Conditions	1 is	\$ 2,786,514	\$ 2,786,514	\$ -	\$ 2,786,514			
Preconstruction	1 is	\$ 116,518	\$ 116,518	\$ -	\$ 116,518			
	subtotal		\$ 2,903,032	\$ -	\$ 2,903,032			
Design Fees (Design/Build)								
	1 is	\$ 2,100,000	\$ 2,100,000	\$ -	\$ 2,100,000			
	subtotal		\$ 2,100,000	\$ -	\$ 2,100,000			
Insurances:								
General Liability Insurance	0.20% BY OWNER		\$ 58,228	\$ -	\$ 58,228			
Subguard	1.17%		\$ 340,633	\$ -	\$ 340,633			
Builders Risk	BY OWNER		\$ -	\$ -	\$ -			
Design-Build Supplemental Insurance Policy	NOT REQUIRED		\$ -	\$ -	\$ -			
Workers Com credit	-1.00%		\$ (291,140)	\$ -	\$ (291,140)			
	subtotal		\$ 107,722	\$ -	\$ 107,722			
Permits:								
Building Permit and Plan Check Fees - by DIA per IP-16			\$ -	\$ -	\$ -			
Other Permits and Governmental Fees	1.00%		\$ 20,000	\$ -	\$ 20,000			
	subtotal		\$ 20,000	\$ -	\$ 20,000			
Bonds:								
Payment & Performance Bond	0.82% Design-Build		\$ 154,447	\$ -	\$ 154,447			
	subtotal		\$ 154,447	\$ -	\$ 154,447			
Contingencies:								
Design Contingency	1.00%		\$ 291,140	\$ -	\$ 291,140			
Contractor's Contingency	1.00%		\$ 291,140	\$ -	\$ 291,140			

Lump Sum Design-Build Estimate - CSI Sections

Exhibit C part 3 - Corrected Lump Sum Bid Details - 6-27-14 - page 5 of 5

CSI	Description	Quantity	Unit Cost	Parking Structure	Site Work	Subtotals	Unit Cost per Total GSF 615,462	Grand Total by CSI
				615,462 SF	SF			
	subtotal			\$ 582,279	\$ -	\$ 582,279		
	Indirect Cost Cost per Primary Unit			\$ 5,867,480 \$ 9.53 / SF	\$ -	\$ 5,867,480 \$ 9.53 / Total GSF		
	Direct Work + Indirect Cost Cost per Primary Unit			\$ 34,981,446 \$ 56.84 / SF	\$ -			\$ 34,981,446 \$ 56.84 / Total GSF
	Fee - calculated by percentage	4.50%		\$ 1,574,165	\$ -			\$ 1,574,165
	Total Cost Estimate Cost per Primary Unit Cost per Secondary Unit			\$ 36,555,611 \$ 59.40 / SF \$ 21,415.12 / stall	\$ - \$ 0.00 / spaces			\$ 36,555,611 \$ 59.40 / Total GSF \$ 21,415.12 / stall

ESTIMATE

PROJECT DIA Hotel Exit Road and Wall

AS-DESIGNED WITH ALTERNATE WALL SECTION

Exhibit C part 4 - Cost for Hotel Exit Road and Wall - page 1 of 2
****Swinerton Builders shall be responsible as the General Construction Contractor and not the Designer of Record for the Hotel Exit Road and MSE wall. The design of the Hotel Exit Road and MSE wall is by others.**



Enter %

July 11, 2014

DESCRIPTION	TAKE-OFF		ACTUAL LABOR COST	UNTAXED MATERIAL COST	SUB QUOTE OR F & I COST	LABOR W/ BURDEN	TAXED	SUB QUOTE OR F&I TOTAL	ITEM TOTALS	REMARKS
	QUANTITY	UNIT					MATERIAL			
GENERAL CONDITIONS / REQUIREMENTS										
Professional Services (scheduling consultants, specialty consultants, etc.)					0.00	0.00	0.00	0	\$0	
Stormwater Management Consultant and Inspections	17	wks			250.00	0.00	0.00	4,250.00	\$4,250	
Construction Services (registered survey, photo's, etc.)					0.00	0.00	0.00	0.00	\$0	
Layout	1	ls			15,000.00	0.00	0.00	15,000.00	\$15,000	
On-site supervisory personnel					0.00	0.00	0.00	0.00	\$0	
Superintendent	17	wks	3,680.00		0.00	62,560.00	0.00	0.00	\$62,560	
Project Engineer	17	wks	2,600.00		0.00	44,200.00	0.00	0.00	\$44,200	
Bading Escorting	17	wks	1,680.00		0.00	28,560.00	0.00	0.00	\$28,560	
Field office and related expenses (supplies, phone, etc.)	17	wks		800.00	0.00	0.00	14,636.32	0.00	\$14,636	
Temporary Construction (fencing, walkways, enclosures, etc.)	2,400	lf		3.00	0.00	0.00	7,748.64	0.00	\$7,749	
Temporary construction utilities	4	mo		3,500.00	0.00	0.00	15,066.80	0.00	\$15,067	
Quality assurance - Independent Testing Agency Services	1	ls			20,000.00	0.00	0.00	20,000.00	\$20,000	
Safety / Security					0.00	0.00	0.00	0.00	\$0	
Full time safety coordinator - ROCIP	17	wks	3,680.00		0.00	62,560.00	0.00	0.00	\$62,560	
Final clean-up	3	wks	2,240.00		0.00	0.00	0.00	0.00	\$0	
					2,500.00	6,720.00	0.00	7,500.00	\$14,220	
					0.00	0.00	0.00	0.00	\$0	
GENERAL CONDITIONS / REQUIREMENTS TOTAL									\$288,802	
COST OF THE WORK										
Demolition					0.00	0.00	0.00	0.00	\$0	
Remove inlet	2.0	ea			0.00	0.00	0.00	0.00	\$0	
Remove MH	1.0	ea			1,250.00	0.00	0.00	2,500.00	\$2,500	
Remove storm sewer	156.0	lf			40.00	0.00	0.00	6,240.00	\$6,240	
Remove electrical conduit	1,165.0	lf			20.00	0.00	0.00	23,300.00	\$23,300	
Remove electrical pedestal	1.0	ea			500.00	0.00	0.00	500.00	\$500	
Remove street light	2.0	ea			1,200.00	0.00	0.00	2,400.00	\$2,400	
Remove comm line	276.0	lf			20.00	0.00	0.00	5,520.00	\$5,520	
Remove comm junction box	1.0	ea			500.00	0.00	0.00	500.00	\$500	
Remove irrigation line	1,135.0	lf			20.00	0.00	0.00	22,700.00	\$22,700	
Remove underdrain	75.0	lf			30.00	0.00	0.00	2,250.00	\$2,250	
Remove fence	161.0	lf			8.00	0.00	0.00	1,288.00	\$1,288	
					0.00	0.00	0.00	0.00	\$0	68,198
Excavation					0.00	0.00	0.00	0.00	\$0	
Lightning Ventures	1.0	LS			832,750.00	0.00	0.00	832,750.00	\$832,750	
Rock Excavation Premium	1.0	ls			100,000.00	0.00	0.00	100,000.00	\$100,000	
					0.00	0.00	0.00	0.00	\$0	932,750
Erosion Control					0.00	0.00	0.00	0.00	\$0	
Sediment control logs	1,100.0	lf			6.00	0.00	0.00	6,600.00	\$6,600	
Sediment trap	1.0	ea			400.00	0.00	0.00	400.00	\$400	
Check dam	2.0	ea			500.00	0.00	0.00	1,000.00	\$1,000	
Storm drain inlet protection	9.0	ea			350.00	0.00	0.00	3,150.00	\$3,150	
Temporary slope drain	75.0	lf			30.00	0.00	0.00	2,250.00	\$2,250	
Vehicle tracking control	2.0	ea			2,000.00	0.00	0.00	4,000.00	\$4,000	
Seeding	7.5	ac			4,356.00	0.00	0.00	32,670.00	\$32,670	
Mulching	7.5	ac			3,484.80	0.00	0.00	26,136.00	\$26,136	
Soil stabilizer	1.0	ac			17,424.00	0.00	0.00	17,424.00	\$17,424	
Erosion control blanket	6,010.0	sy			2.25	0.00	0.00	13,522.50	\$13,523	
					0.00	0.00	0.00	0.00	\$0	107,153

Exhibit C part 4 - Cost for Hotel Exit Road and Wall - page 2 of 2

DESCRIPTION	TAKE-OFF		ACTUAL LABOR COST	UNTAXED MATERIAL COST	SUB QUOTE OR F & I COST	LABOR W/ BURDEN	TAXED MATERIAL 0.0762	SUB QUOTE OR F&I TOTAL	ITEM TOTALS	REMARKS
	QUANTITY	UNIT								
Temporary Soil Nail Shoring - NOT REQUIRED					0.00	0.00	0.00	0.00	\$0	
HTM	0.0	LS			0.00	0.00	0.00	0.00	\$0	
Clean up	0.0	wks			0.00	0.00	0.00	0.00	\$0	
					0.00	0.00	0.00	0.00	\$0	0
MSE Wall					0.00	0.00	0.00	0.00	\$0	
Slaton	1.0	ls			802,216.00	0.00	0.00	802,216.00	\$802,216	
					0.00	0.00	0.00	0.00	\$0	802,216
Traffic Control					0.00	0.00	0.00	0.00	\$0	
Triple R Traffic Control					0.00	0.00	0.00	0.00	\$0	
One Flagger	520.0	hrs			28.00	0.00	0.00	14,560.00	\$14,560	
TCS	520.0	hrs			45.00	0.00	0.00	23,400.00	\$23,400	
6 large signs	540.0	days			1.75	0.00	0.00	945.00	\$945	
80 drums	7,200.0	days			0.80	0.00	0.00	5,760.00	\$5,760	
Plan creation, updates, and inspections	1.0	ls			10,000.00	0.00	0.00	10,000.00	\$10,000	
					0.00	0.00	0.00	0.00	\$0	54,665
Concrete Paving					0.00	0.00	0.00	0.00	\$0	
New Design Construction	1.0	ls			426,316.50	0.00	0.00	426,316.50	\$426,317	Includes sawcut, demo and removal at road tie-in, includes base
					0.00	0.00	0.00	0.00	\$0	426,317
Striping					0.00	0.00	0.00	0.00	\$0	
4" wide striping	5,243.0	lf			2.50	0.00	0.00	13,107.50	\$13,108	
					0.00	0.00	0.00	0.00	\$0	13,108
Signage					0.00	0.00	0.00	0.00	\$0	
Yield, No Parking & Speed Limit	15.0	ea			140.00	0.00	0.00	2,100.00	\$2,100	
					0.00	0.00	0.00	0.00	\$0	2,100
Storm Sewer					0.00	0.00	0.00	0.00	\$0	
18" RCP (Class III)	13.0	lf			85.00	0.00	0.00	1,105.00	\$1,105	
24" RCP (Class III)	297	lf			120.00	0.00	0.00	35,640.00	\$35,640	
30" RCP (Class III)	77.00	ls			150.00	0.00	0.00	11,550.00	\$11,550	
Inlet Type C (5 foot)	3	ea			7,500.00	0.00	0.00	22,500.00	\$22,500	
Inlet Type 16 (Triple)	1	ea			13,500.00	0.00	0.00	13,500.00	\$13,500	
6' dia MH	1	ea			5,690.00	0.00	0.00	5,690.00	\$5,690	
Utility Layout and As-Builts	1	ls			5,500.00	0.00	0.00	5,500.00	\$5,500	
					0.00	0.00	0.00	0.00	\$0	95,485
Electrical					0.00	0.00	0.00	0.00	\$0	
LEI - checked with Xcel and all work is by Xcel.					0.00	0.00	0.00	0.00	\$0	
					0.00	0.00	0.00	0.00	\$0	
COST OF THE WORK TOTAL									\$2,501,991	
Bonds	0.82%	BY OWNER							\$22,884	
Insurance - BR									\$0	
Insurance - GL	0.20%								\$5,582	
Subguard	1.17%								\$32,652	
Overhead and Profit						24,552.00	4,494.21	76,462.22	\$105,508	
						12%	12%	3%		
TOTAL AS-DESIGNED WITH ALTERNATE WALL SECTION									\$2,957,419	



Trend Log

DIA MOD 4 East Parking Structure

Current Proposal Amount:	\$	36,555,611
Hotel Road Amount:	\$	2,967,419
Total Construction Cost:	\$	39,523,030
Owner's Budget Goal:	\$	38,750,000
Delta to Goal (1.99%):	\$	(773,030)
Original Bid Date:		June 28, 2014

Tab	Trend #	Similar	Description	ROM?	Value	Review Status	Clarifications & Notes
1	01.001		Design Build Fee Reduction - Requires a refinement of BIM requirements appropriate for this project, designer meeting management by Swinerton, relaxing of design milestone penalties, and Swinerton Fee Reduction		(350,000)	Pending	Recommended
2	01.002		MEP Subcontractor Led Design Build in Lieu of Prime Designer Lead Design Build		(171,709)	Pending	Recommended
3	00.000		Precast Elevator Core in Lieu of Glass Spandrel		(46,802)	Pending	Would Recommend If Not for Architectural Matching Concerns
4	00.000		Reduction of Precast Spandrel from 7'-6" to 6'-9"		(180,000)	Pending	Recommended
5	00.000		Extend Elevator Core Outside of Building Footprint (adds 9 - 11 spaces)		68,342	Pending	Recommended
6	00.000		Delete Elevators, Core, & Add Bridges at Level 2 & 3		(160,629)	Pending	Not Recommended
7	00.000		Use Black Rebar in lieu of Epoxy Rebar at All Locations		(151,067)	Rejected	Not Recommended
8	00.000		Delete Epoxy rebar in all beams - Epoxy in slabs & columns only		(46,342)	Rejected	Not Recommended
9	00.000		Remove Epoxy Rebar in All Beams, Bottom rebar in slabs and all but bottom 3' of Columns		(83,014)	Pending	Recommended
10	00.000		Delete Electric Rooms - Level 1 Main Electric Room, 2 on level 2 & 2 on level 4. Adds 14 Additional Parking Spaces		(59,548)	Pending	Recommended
11	00.000		Revise Parking Layout in Front of Main Electrical Rooms		(16,593)	Pending	Recommended
12	00.000		PVC Underground Drain Piping in lieu of Cast Iron		(22,287)	Pending	Recommended
13	00.000		Reduction of Flowfill Requirements at Below Grade Plumbing		(66,780)	Pending	Recommended
14	00.000		Replace 36mil Subgrade Separation Barrier with Alternative Fluid Applied Emulsion Barrier		(175,862)	Pending	Recommended
15	00.000		Delete 1 Elevator & Associated Core. No Bridges at Level 2 & 3 Added.		(209,663)	Pending	Recommended
16	00.000		x Change		In Progress		
17	00.000		xChange		In Progress		

Total Amount Accepted:	0
Revised Project Total with Accepted:	39,523,030
Remaining to Reach Goal (1.99%):	(773,030)
Total Amount Pending	(1,474,545)
Revised Project Total with Accepted & Pending:	38,048,485



Trend Log

DIA MOD 4 East Parking Structure

Current Proposal Amount:	\$	36,555,611
Hotel Road Amount:	\$	2,967,419
Total Construction Cost:	\$	39,523,030
Owner's Budget Goal:	\$	38,750,000
Delta to Goal (1.99%):	\$	(773,030)
Original Bid Date:		June 28, 2014

Tab	Trend #	Similar	Description	ROM?	Value	Review Status	Clarifications & Notes
					701,515	Goal Achieved!!	Value is Savings.
			Remaining to Reach Goal (-1.81%):		701,515		
			Total Amount Rejected		(197,409)		
			Total of Recommended Items		(1,297,354)		
			Total of Non-Recommended Items		(442,942)		
			Total Deducts Offered		(1,740,296)		
			Total Adds Offered		68,342		

Mod 4 East Parking Structure Budget Summary

7-Aug-14

Construction Costs

Mod 4 East Parking Garage - As Bid	\$36,555,611		
Exit Rd and MSE Wall	\$2,957,419		
Subtotal of Direct Construction Costs			\$39,513,030

Negotiation Deducts

accept

Design Build Fee Reduction	(\$350,000)	yes	
Reduce Spandrel Height by 9" from 7'-6" to 6'-9"	(\$180,000)	yes	
Extend Elevator Core Outside Bldg Footprint	68,342	yes	
Delete some electric rooms	(45,788)	yes	
Revise Parking Layout in front of Electric Room Level 1	(16,593)	yes	
Change Material for Subgrade Separation Barrier	(175,862)	yes	
Subtotal of Negotiation Savings			(\$699,901.00)
Revise Direct Construction Costs After Negotiations			\$38,813,129.00

Other Items Under Consideration

further consideration during design

Change MEP to Design Build	(\$171,709)	(\$171,709)	
Precast Elevator Core instead of Spandrel Glass	(\$46,802)	0	
Epoxy Rebar Deletion (\$46k-\$83k)	(\$46,342)	(\$46,342)	
PVC Underground Drain Pipe instead of Cast Iron	(\$22,287)	(\$22,287)	
Reduction of Flow Fill below Level 1	(\$66,780)	(\$66,780)	
Delete 1 Elevator & associated core	(\$209,663)	(\$209,663)	
Subtotal of Items still under consideration	(\$563,583)	(\$516,781)	\$38,296,348

EXHIBIT D
NOTICE TO PROCEED

DIA Mod 4 East Parking Structure

Contract Number 201209030

September 2014

DEPARTMENT OF AVIATION
City & County of Denver



AIRPORT INFRASTRUCTURE MANAGEMENT

CITY AND COUNTY OF DENVER

DEPARTMENT OF AVIATION

NOTICE TO PROCEED

Date:

TO: [Proposer name and address]

You are hereby authorized and directed to proceed on this date with the work of constructing Contract No. 201209030, Module 4 East Parking Structure Design-Build, Denver International Airport, Denver, Colorado, as set forth in detail in the Contract Documents for the City and County of Denver.

The proposal security submitted with your proposal is herewith returned to you.

CITY AND COUNTY OF DENVER

By _____
Deputy Manager of Aviation,
Airport Infrastructure Management

By _____
Manager of Aviation

CITY AND COUNTY OF DENVER

DEPARTMENT OF AVIATION

FINAL RECEIPT

Denver, Colorado

Received this date of the City and County of Denver, as full and final payment of the cost of the construction of Contract No. (CONTRACT NUMBER), Denver International Airport, Denver, Colorado, provided for in the foregoing Contract, [Payment amount] Dollars and _____ Cents (\$_____), in cash, being the remainder of the full amount accruing to the undersigned by virtue of said Contract; said cash also covering and including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases said City and County from all claims whatsoever growing out of said Contract.

And these presents are to certify that all persons doing work upon or furnishing materials for said improvements under the foregoing Contract have been paid in full.

EXHIBIT E

GENERAL CONTRACT CONDITIONS (Table of Contents Attached)

DIA Mod 4 East Parking Structure

Contract Number 201209030

September 2014

DEPARTMENT OF AVIATION
City & County of Denver



AIRPORT INFRASTRUCTURE MANAGEMENT

CITY AND COUNTY OF DENVER

DEPARTMENT OF AVIATION
DEPARTMENT OF PUBLIC WORKS

STANDARD SPECIFICATIONS FOR CONSTRUCTION

CONSTRUCTION CONTRACT GENERAL CONDITIONS
2011 Edition

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EXHIBIT F
SPECIAL CONTRACT
CONDITIONS

DIA Mod 4 East Parking Structure

Contract Number 201209030

September 2014

DEPARTMENT OF AVIATION
City & County of Denver



DENVER INTERNATIONAL AIRPORT

AIRPORT INFRASTRUCTURE MANAGEMENT

SPECIAL CONDITIONS
Contract No: 201209030
Design-Build Services for MOD 4 EAST PARKING STRUCTURE
With Addenda 1, 2, 3 & 4 and Negotiated Changes through
September 18, 2014

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 DIA Contract Procurement on the City and County of Denver website at:

http://www.denvergov.org/dpw_contract_admin/ContractAdministration/ContractorReferenceDocuments/tabid/440535/Default.aspx

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

Delete General Condition 403.1.

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 Deputy Manager of Aviation for Maintenance and Airport Infrastructure Management."

SC-4 CITY LINE OF AUTHORITY AND CONTACTS

In accordance with General Condition 212, the City’s line of authority for administration of this Contract is:

Manager of Aviation (the “Manager” under G.C. 112). The Manager of Aviation is Kim Day, Executive Office, 9th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Deputy Manager of Aviation for Airport Infrastructure Management (the “Deputy Manager” under G.C. 109), who reports to the Manager is David LaPorte, Airport Infrastructure Management Office, 10th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Assistant Manager of Aviation for Airport Infrastructure Management (the “Assistant Manager”), reports to the Deputy Manager. The Project Manager reports to the Assistant Manager. The Assistant Manager is Reginald Norman, Airport Infrastructure Management Division, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Project Manager, the City representative who has day to day administrative responsibility of this Contract, and who reports to the Assistant Manager. 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: Bill Shirk, Airport Infrastructure Management Office, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

The Manager may from time to time substitute a different City official as the designated “Deputy Manager” hereunder, and any such change will be effective upon the issuance of written notice to the Contractor which identifies the successor Deputy Manager. The Deputy Manager 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 85 (by Add 4) 85% of the work may be subcontracted.

SC-6 COOPERATION WITH OTHERS

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

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.

<u>Contract No.</u>	<u>Description</u>
---------------------	--------------------

Various numbers All projects related to the construction of the Hotel and Transit Center (HTC) also known as the South Terminal Redevelopment Program or Project (STRP)

Others Other projects such as Repairs to the terminal roadways, Repairs to the Terminal building or any of its systems, to the train system, to the DIA road system, to the DIA utility systems, or to any other project that may be occurring on or around DIA property.

SC-7 PROSECUTION AND COMPLETION OF THE WORK:

The Work to be performed under the Contract is generally described in Exhibit A and other attachments to the Contract Documents. This Contract has the following Milestone time related performance requirements:

Milestone 1. (rev by Add 4) The Contractor shall submit the project schedule to DIA for review and approval no later than 30 consecutive calendar days after issuance of the Notice to Proceed.

Milestone 2. (This Milestone was deleted by Add 2 and re-added by Negotiation that re-added the work back into the contract.) The Contractor shall complete the Construction of the Retaining Wall and the Hotel Exit Road within 210 consecutive calendar days from issuance of the Notice to Proceed.

Milestone 3. (rev by Add 4) The Contractor shall submit the DIA approved Project plans for permit review to Denver Development Services and Denver Wastewater Permits and All other Authorities Having Jurisdiction for the required permits no later than 180 consecutive calendar days after Notice to Proceed.

Milestone 4 (add by DIA 9/18) The Contractor shall obtain the Building Permit for the Project and all other permits required for construction no later than 60 consecutive calendar days after submittal of the plans to Denver Development Services (Building Department) and all other Authorities Having Jurisdiction (AHJ).

Milestone 5. The Contractor shall complete all of the Work of the Contract in 420 consecutive calendar days starting from the date of the Building Permit Approval until the date that DIA issues the Certificate of Substantial Completion.

Milestone 6. The Contractor shall complete all of the Work after the Date of Substantial Completion until the Date of Final Completion of the Contract is issued by DIA within the 90 consecutive calendar days following the issuance of Substantial Completion by DIA.

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.

SC-8 LIQUIDATED DAMAGES

If the Contractor fails to meet any of the Milestones noted above, the Contractor shall be liable to the City for Liquidated Damages at the following rates:

Amount per consecutive calendar day	
Milestone 1	\$ 1000.00
Milestone 2	\$ 2000.00
Milestone 3	\$ 500.00
Milestone 4	\$300.00
Milestone 5	\$ 10,000.00 - This Liquidated Damage shall be effective 30 days after the 420 day work duration as described in Milestone 4 noted above (SC-7).
Milestone 6	\$ 1000.00

Should the Contractor fall to meet more than one Milestone, then the Liquidated Damages for each and every Milestone that is not attained will apply.

The Contractor's failure to perform or failure to meet the schedule will result in Liquidated Damages being assessed and deducted by the City from any amounts due the Contractor.

Liquidated Damages for Disruption of Airport Activities

If DIA determines that the Contractor has disrupted the Airport Operations as described below and in the Technical Specifications, section 011400, the Contractor shall be liable to the City for liquidated damages at the rates noted below per incident per day or per hour for each incident until the issue is corrected.

Contractor caused disruptions of Airport Operations and the required Liquidated Damages are as follows:

	<u>Amount per incident</u>
1. Disruption of Fire Alarm – First Incident	\$5000.00
2. Disruption of Fire Alarm – All other incidents	\$10,000.00
3. Disruption of Airline Baggage Operations– First Incident -	\$5000.00 per hour
4. Disruption of Airline Baggage Operations -All other incidents	\$10,000.00 per hour.
5. Disruption of Airport Operations by introduction of dust, smoke, noise, water, chemicals or any offensive odors or fumes or any other disruption from the construction activity into the Terminal, any outdoor public area or baggage area that causes complaints from the building occupants, operations or the customers – First Incident	\$1,000.00/ incident.
6. Disruption of Airport Operations by introduction of dust; smoke, noise, water, chemicals or any offensive odors or fumes or any other disruption from the construction activity into the Terminal or any outdoor public area or baggage area that causes complaints from the building occupants, operations or the customers – Any incident after the first.	\$5,000.00/ incident.

7. Should any of the disruptions described in items 5 or 6 above result in the evacuation or unplanned closure of a portion of the building or outdoor public space or baggage handling area, this would result in a First Incident Liquidated Damage of \$5,000 per hour.

At any time after the occurrence of the first incident, DIA may determine that by causing any of these disruptions, the Contractor is not properly managing the work and DIA may, in its sole discretion, terminate the entire Contract for Cause under General Contract Condition section 2201. In the event of such termination, The Contractor shall not be entitled to any cancellation penalty or additional compensation, and the Contractor shall be liable to DIA for all costs and expenses of taking over and completing the work as provided in General Contract Condition section 2201.

If the City terminates the Contractor's right to proceed the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned by City in completing the work.

If the City does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the failure is resolved or until the work is completed or accepted.

Article IV of the Contract and General Contract Condition 602 provide additional terms and conditions regarding 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.

Some portions of this Project will require access into secure portions of the airport or airport buildings. It is anticipated that some portion of the Project scope may require punching holes in the building security perimeter walls. Depending on the size and nature of these holes, this may be considered a breach of security. Should a breach be needed, the Contractor shall be required to post an authorized contract security guard to maintain required security controls. The Contractor's **Total Contract BID Amount** 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 ACCESS OR BREACHES IN THE AIRPORT'S PERIMETER SECURITY BOUNDARY IS ABSOLUTE. AT NO TIME, DURING WORK AND NON-WORK HOURS SHALL ANY BREACHES IN THE AIRPORT'S SECURITY PERIMETER BE UNSUPERVISED AND / OR UNSECURED.

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

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

HSS
900 S. Broadway, Suite 100
Denver, Colorado 80209
DIA Contact: (303) 342-4323

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

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

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

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

SC-10 CONSTRUCTION ACCESS AND PARKING

The work sites may be located at the Denver International Airport and the Peña Blvd. The Contractor may have limited access to the work site through the DIA Parking Revenue Control System subject to approval by DIA Parking Management and pursuant to instructions from the DIA Project Manager. Contractor shall plan work to include bussing employees to the work site from a remote location and Contractor shall be required to escort deliveries into and out of the revenue control area.

The City will not provide parking spaces within the DIA Parking Revenue Control area 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.

The Contractor shall install and maintain fences or other physical barriers on or around the project work areas as appropriate for public safety and as requested by the Contractor and as approved by the DIA Project Manager.

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. Access to the Revenue Control area is strictly limited to necessary contractor vehicles. Contractor vehicle access requires security badge authorization for the driver and security badged contractor escorts for deliveries.

SC-12 VENDORS AND SUPPLIERS

The Contractor shall provide the Project Manager's office with a list of its equipment/material vendors and suppliers. The Contractor shall provide escorts for Vendors or supplier access to the construction work areas. All delivery vehicles are subject to search.

SC-13 COMMUNICATION DEVICES

Any site communications devices, mobile communication devices or internet data devices used at DIA must be approved by DIA 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 ATTORNEY'S FEES

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

SC-16 INSURANCE TO BE PROVIDED BY THE CONTRACTOR

In accordance with the provisions of Title 16 of the General Conditions, the minimum insurance requirements for this contract are set forth in the Exhibit Q, attached to this Contract. The Contractor specifically agrees to comply with each condition, requirement or specification set forth in the attachment for each required coverage during all periods when the required coverage's are in effect.

City anticipates providing an Owner Controlled Insurance Program (ROCIP), which coverage City agrees will be primary over any other insurance provided by an enrolled party. City agrees to allow Contractor to review all proposed coverage forms prior to implementation of the ROCIP. The City shall be named as an additional insured on Contractor's general liability policy in the event that Contractor includes the costs of said coverage in its bid.

(Add by Addendum #1) As the ROCIP program outlined in Exhibit Q (Section 1.0 Definitions) specifically excludes "any architect, engineer or surveyor and their consultants," the design-build team is

to insure these – and other parties not explicitly included – according to the minimum insurance requirements outlines in Exhibit Q.1. Refer to the attached Exhibit Q.1 (3 pages).

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 Denver International Airport, Business Management Services, Airport Office Building, Room 8810, 8500 Pena Boulevard, Denver, Colorado 80249. The City project/Contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

SC-17 SUBCONTRACTOR RELEASES

The release form referred to in General Condition 907 is attached to these Special Conditions. 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 APPLICATIONS FOR PROGRESS PAYMENTS; G.C. 902.3

(by Add 4 – Delete the entire SC-19)

SC-20 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-21 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-22 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-23 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-23. "Accessible" parking spaces and access aisles as used in this SC-23 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 DIA 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 01999 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-24 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-25 CHANGES AND/OR ADDITIONS TO THE CONSTRUCTION CONTRACT GENERAL CONDITIONS HEREINAFTER REFERRED TO AS "GCs:"

- Architect / Engineer - The term architect / engineer shall mean professionals licensed and/or registered by the State of Colorado who have contracted with the Design-Build Contractor or who is otherwise a part of the Design-Build Contractor to accomplish the architectural and engineering services necessary for the Project.
- GC 106 CONTRACTOR - Any reference to the term "Contractor" in the General Contract Conditions or elsewhere in the Contract Documents shall mean the Design-Build Contractor.

- GC 107 CONTRACTOR PERSONNEL - Any reference to the term “Contractor Personnel” in the General Contract Conditions or elsewhere in the Contract Documents shall mean the Design-Build Contractor.
- GC 110 DESIGNER is deleted all “designer” references elsewhere in the General Contract Conditions are deleted.
- GC 313 SUGGESTIONS TO CONTRACTOR - delete “or by Designer” in the first sentence.
- GC 401 CONTRACTOR DOCUMENTS, REVIEW AND INTERPRETATION - The intent, standards and documents’ interpretation in this General Condition remains the same as stated, however the application of this section should be read to harmonize it with the understanding that the Design-Build Contractor has the principle responsibility for Project drawings and specifications. If conflicts or variances are discovered, then any modifications, deletions, changes or additions to the Contract Documents, as addressed in this General Condition, must be submitted to the DIA Project Manager and City for review and approval.
- GC 403 CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR - The application of this section should be read to harmonize it with the understanding that the Design-Build Contractor has the principle responsibility for the for development of the Project drawings and specifications.
 - .1 is deleted and replaced with the following:

The Design-Build Contractor shall provide the City, at no charge, with electronic file or files containing the Project BIM Models, Drawings and Specifications.
 - .2 is deleted and replaced with the following:

The Design-Build Contractor must retain and maintain the Project BIM Models, Drawings and Specifications in good condition at the work site for the purpose of recording “as-built” conditions in order to develop a record of the construction of the work. The Design-Build Team shall daily record all changes and deviations in a neat and legible manner.
 - .3 is deleted and replaced with the following:

The Contract Documents provided to the City by the Design-Build Contractor shall be provided to its Subconsultants, Subcontractors, Vendors and Suppliers in identical form.
- GC 404 REQUESTS FOR INFORMATION OR CLARIFICATION – This section remains the same with note that the Design-Build Contractor produces all Contract Drawings and Technical Specifications, therefore requests for review, information and clarification are internal to the Design-Build Contractor, however all such requests shall also be reviewed and approved by the DIA Project Manager.

- GC 405 SHOP DRAWINGS, PRODUCTDATA AND SAMPLES – delete all references therein to “Designer” and replace with “DIA Project Manager” if not already so referenced.
- GC 1401 DIFFERING SITE CONDITIONS
 - .1 is deleted and replaced with the following:

The Design-Build Contractor shall be responsible for a reasonable investigation of the soil and subsurface conditions, and before such conditions are disturbed, notify the Project Manager, first verbally and later with a properly documents, of the following:

 - A. A description of the subsurface physical conditions at the work site differing materially from those indicated in historical documentation provided by the City; or
 - B. Unknown physical conditions at the Work site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in conditions located on the airport site or described in other available documentation.
- GC 1402 SITE INSPECTIONS AND INVESTIGATIONS
 - .1 Delete the first three sentences.
 - .2A is deleted and replaced with the following:

The Design-Build Contractor acknowledges that certain soil reports, borings and other geotechnical data have been made available for inspection and review, if available, from the City. These borings and other geotechnical data may have been made by the City or City’s consultants and contractors from prior projects and were not intended to provide accurate data for the Project nor are they intended to be interpreted for use in temporary construction facilities designed by the Design-Build Contractor.
- GC Title 15 PERFORMANCE AND PAYMENT BONDS - This section in not applicable to the design phase of the Project.
- GC 1903 CERTIFICATE OF SUBSTANTIAL COMPLETION – the first sentence of this GC is deleted and replaced with the following:

When the Project Manager determines that the Work or designated portions thereof are complete, the Project Manager will prepare, a Certificate of Substantial Completion of the Work which shall establish the Date of Substantial Completion of the Work.

SC-27 BENEFIT TO CITY

All the General Conditions are to be read and applied with the understanding that this is a Design-Build Contract and that if a particular General Condition appears to be ambiguous as to its application or affect that such General Conditions shall be interpreted or construed so as to benefit the City.

SC-28 WAIVER OF COLORADO CONSTRUCTION DEFECT ACTION REFORM ACT

Waiver of C.R.S. 13-20-802 et. seq.: The Design-Build Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. 13-20-802 et. seq.) relating to design and construction defects in the Project under this Agreement.

SC-29 LEED CERTIFICATION

(by Add 4 – delete the existing paragraph (SC-29) and replace it as follows: Refer to SC-30 for project sustainability requirements.

SC-30 GREENPRINT DENVER OFFICE AND SUSTAINABILITY POLICY

by Add 4 – delete the existing and replace it as follows:

The Design-Build Contractor shall provide all necessary design and construction services for the Project to comply with Executive Order No. 123 – Greenprint Denver Office and Sustainability Policy. Such compliance shall be defined as follows:

- a) The Design-Build team shall provide a design that incorporates Environmental and Sustainable BEST PRACTICES. These Best Practices shall consist of using the Greenprint Denver “What You Need to Know” document and specifically the checklist on page 2 for Vertical Projects – New Buildings. This Project shall incorporate as many of the strategies listed as reasonably possible for a project of this type.
- b) The Design-Build Team shall document when a strategy is or is not applicable for this project. Documentation of the Best Practices shall be by completion of the Greenprint Denver Sustainability Planning and Closeout Form for Project Managers – New Vertical Projects – LEED 3.0 with supporting documentation to demonstrate compliance.
- c) The two Greenprint Denver documents described above will be included in the project documents in ATTACH 30 which is part of the Contract PART II Technical Requirements.

SC-31 PAYMENT PROCEDURE REQUIREMENTS

The application for payment shall be submitted through Textura® Corporations Construction Management Website. Contractor recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System for this Project. Contractor further agrees that, to the fullest possible within the CPM System, the City shall be entitled to all non-Confidential records, reports, data and other information related to the project that are available to Contractor through the CPM System, including, but not limited to, information related to Contractor and subcontractor billings. To that end, Contractor agrees that it will activate any available settings within the CPM System that are necessary to grant the City access to such non-Confidential information related to the contract and the project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values

described in GC 903.1

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
--------------------	-------------	------------------

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

The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.

Each Application for Payment shall include each and every independent subcontractor's payroll information including pay dates and pay amounts.

The Contractor shall also submit to the Auditor and other appropriate officials of the City in a timely fashion, information required by General Contract Condition 1004, REPORTING WAGES PAID.

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

EXHIBIT G
PERFORMANCE BOND

DIA Mod 4 East Parking Structure

Contract Number 201209030

September 2014

DEPARTMENT OF AVIATION
City & County of Denver



DENVER INTERNATIONAL AIRPORT

AIRPORT INFRASTRUCTURE MANAGEMENT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned SWINERTON BUILDERS, a corporation organized under the laws of the State of CALIFORNIA, hereinafter referred to as the "Contractor" and FIDELITY & DEPOSIT COMPANY OF MARYLAND (ZURICH), a corporation organized under the laws of the State of MARYLAND, and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, and LIBERTY MUTUAL INSURANCE COMPANY, a corporation organized under the laws of the State of MASSACHUSETTS, 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 **Thirty Eight Million Eight Hundred Thirteen Thousand One Hundred Twenty Nine Dollars and No Cents (\$38,813,129.00)**, 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 entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of Contract No. 201209030, MODULE 4 EAST PARKING STRUCTURE DESIGN-BUILD, 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)


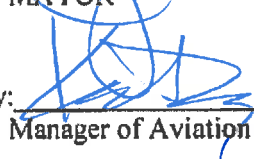
IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 2nd day of OCTOBER, 2014.

SWINERTON BUILDERS
CONTRACTOR
By: 
~~President~~ VICE PRESIDENT

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
SURETY
By: 
Attorney-in-Fact VIRGINIA L. BLACK

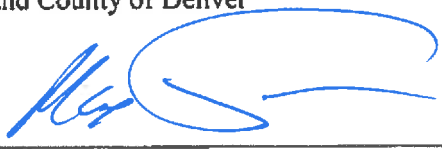
LIBERTY MUTUAL INSURANCE COMPANY
SURETY
By: 
Attorney-in-Fact VIRGINIA L. BLACK

(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: 
Manager of Aviation

APPROVED AS TO FORM:

D. SCOTT MARTINEZ, Attorney for the City and County of Denver

By: 
Assistant City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

On OCTOBER 2, 2014 before me, JANET C. ROJO, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared VIRGINIA L. BLACK
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Janet C. Rojo*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

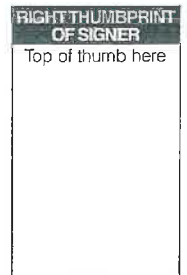
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

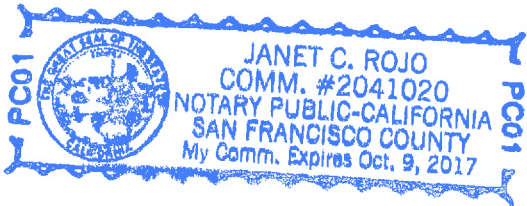
On OCTOBER 2, 2014 before me, JANET C. ROJO, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared VIRGINIA L. BLACK
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
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- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

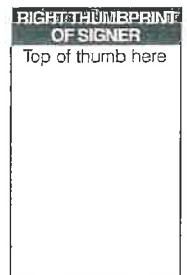
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Susan HECKER, Janet C. ROJO, Betty L. TOLENTINO, M. MOODY, Maureen O'CONNELL, Robert P. WRIXON, Kevin RE, Virginia L. BLACK, R.A. BASS and K. ZEROUNIAN, all of San Francisco, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Gregory E. Murray

By: _____

*Assistant Secretary
Gregory E. Murray*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

State of Maryland
City of Baltimore

On this 24th day of October, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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.

Certificate No. 6702795

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations 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, Betty L. Tolentino; Brian F. Cooper; Janet C. Rojo; K. Zerounian; Kevin Re. M. Moody; Maureen O'Connell; Robert Wrixon; Susan Hecker; Virginia L. Black

all of the city of San Francisco state of CA 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 5th day of September, 2014

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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 5th day of September, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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.

By: 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 American Fire and Casualty Company, 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, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, 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 2nd day of OCTOBER, 2014

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

EXHIBIT H
PAYMENT BOND

DIA Mod 4 East Parking Structure

Contract Number 201209030

September 2014

DEPARTMENT OF AVIATION
City & County of Denver



AIRPORT INFRASTRUCTURE MANAGEMENT

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned SWINERTON BUILDERS, a corporation organized under the laws of the State of CALIFORNIA, hereinafter referred to as the "Contractor" and FIDELITY & DEPOSIT COMPANY OF MARYLAND (ZURICH), a corporation organized under the laws of the State of MARYLAND, and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, and LIBERTY MUTUAL INSURANCE COMPANY, a corporation organized under the laws of the State of MASSACHUSETTS, 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 **Thirty Eight Million Eight Hundred Thirteen Thousand One Hundred Twenty Nine Dollars and No Cents (\$38,813,129.00)**, 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.

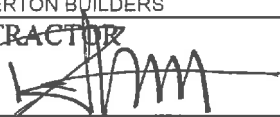
WHEREAS, the above Contractor has entered into a written contract with the City for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of Contract No. 201209030, MODULE 4 EAST PARKING STRUCTURE DESIGN-BUILD, Denver International Airport, 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]

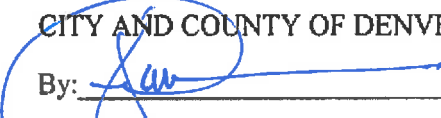
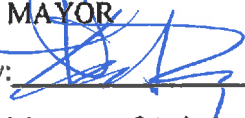
IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 2nd day of OCTOBER, 2014.


SWINERTON BUILDERS
CONTRACTOR
By: 
~~President~~ VICE PRESIDENT

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
SURETY
By: 
Attorney-in-Fact VIRGINIA L. BLACK

LIBERTY MUTUAL INSURANCE COMPANY
SURETY
By: 
Attorney-in-Fact VIRGINIA L. BLACK

(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: 
Manager of Aviation

APPROVED AS TO FORM:
D. SCOTT MARTINEZ, Attorney for the
City and County of Denver
By: 
Assistant City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of SAN FRANCISCO

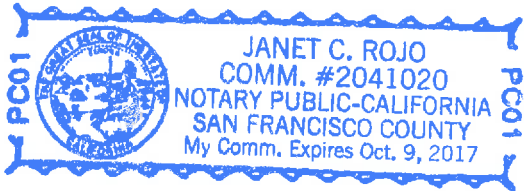
On OCTOBER 2, 2014 before me, JANET C. ROJO, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared VIRGINIA L. BLACK
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

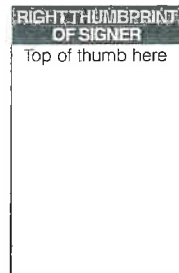
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of SAN FRANCISCO

On OCTOBER 2, 2014 before me, JANET C. ROJO, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
 personally appeared VIRGINIA L. BLACK
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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Title or Type of Document: _____
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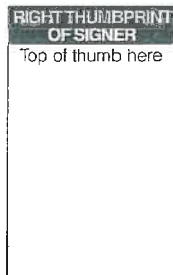
Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
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 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Susan HECKER, Janet C. ROJO, Betty L. TOLENTINO, M. MOODY, Maureen O'CONNELL, Robert P. WRIXON, Kevin RE, Virginia L. BLACK, R.A. BASS and K. ZEROUNIAN, all of San Francisco, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Gregory E. Murray

By: _____
*Assistant Secretary
Gregory E. Murray*

Thomas O. McClellan

*Vice President
Thomas O. McClellan*

**State of Maryland
City of Baltimore**

On this 24th day of October, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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.

Certificate No. 6702796

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations 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, Betty L. Tolentino, Brian F. Cooper, Janet C. Rojo, K. Zerounian, Kevin Re, M. Moody, Maureen O'Connell, Robert Wrixon, Susan Hecker, Virginia L. Black

all of the city of San Francisco, state of CA 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 5th day of September, 2014.

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

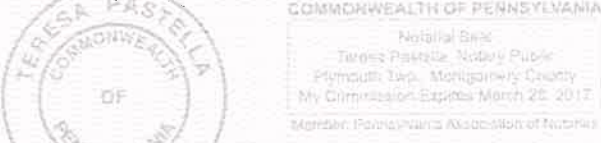
By: David M. Carey
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 5th day of September, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance 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.



By: 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 American Fire and Casualty Company, 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, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, 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 2nd day of OCTOBER, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

EXHIBIT I

GENERAL REQUIREMENTS DIVISION 1 (Incorporated by Reference)

DIA Mod 4 East Parking Structure

Contract Number 201209030

September 2014

DEPARTMENT OF AVIATION
City & County of Denver



DENVER INTERNATIONAL AIRPORT

AIRPORT INFRASTRUCTURE MANAGEMENT

EXHIBIT J

DRAWINGS AND SPECIFICATIONS (To be Determined)

DIA Mod 4 East Parking Structure

Contract Number 201209030

September 2014

DEPARTMENT OF AVIATION
City & County of Denver



DENVER INTERNATIONAL AIRPORT

AIRPORT INFRASTRUCTURE MANAGEMENT

EXHIBIT K

MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION MBE/WBE COMPLIANCE PLAN

DIA Mod 4 East Parking Structure

Contract Number 201209030

September 2014

DEPARTMENT OF AVIATION
City & County of Denver



DENVER INTERNATIONAL AIRPORT

AIRPORT INFRASTRUCTURE MANAGEMENT

**CITY AND COUNTY OF DENVER
DIVISION OF SMALL BUSINESS OPPORTUNITY
CONSTRUCTION CONTRACT COMPLIANCE PLAN
FOR M/WBE PARTICIPATION**

**Swinerton Builders
MOD 4 East Parking Structure
CONTRACT NO. 201209030**

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**CITY AND COUNTY OF DENVER
DIVISION OF SMALL BUSINESS OPPORTUNITY
CONSTRUCTION CONTRACT COMPLIANCE PLAN
FOR M/WBE PARTICIPATION**

**Swinerton Builders
MOD 4 East Parking Structure
CONTRACT NO. 201209030**

SECTION 1: INTRODUCTION

- A. Swinerton Builders (the “Contractor”) submits this Compliance Plan to the Director of the Division of Small Business Opportunity (“Director”), as required by the Manager of Aviation, in accordance with §§ 28-51 to 28-83, D.R.M.C., and the implementing rules adopted by the Director (“Rules”).
- B. Under the City’s Ordinance No. 760, Series of 2006 (the “M/WBE Ordinance”), codified at §§ 28-51 to 28-83, D.R.M.C., the M/WBE participation goal for this contract is 20% for design/professional services and 25% for construction. The good faith solicitation level is 100%
- C. The Contractor is committed to compliance with the M/WBE Ordinance in its performance of the Contract. The Contractor will continually pursue a level of M/WBE participation that equals or exceeds 25% of the total construction price, less design, under the Contract.
- D. Because of the delivery method used for this Project, the work was not ready for subcontracting at the time when the Contractor was awarded the Contract. Therefore this Compliance Plan provides for the M/WBE solicitation and subcontracting to be performed after contract formation. The process by which the Contractor will solicit, obtain, count and maintain participation by MBE and WBE firms for this Project under this Compliance Plan, will be same as the M/WBE Ordinance requires for “design-bid-build” construction contracts.
- E. This Compliance Plan describes how the Contractor will address the project goal at the point where the project work is sufficiently defined that the process of obtaining subcontractors and suppliers can begin, by committing to utilize MBE/WBEs for the Project work, using the good faith efforts as defined by the M/WBE Ordinance.
- F. The delivery method for this project under the Contract is design/build.
- G. The Contractor will deliver the construction work in phases.

SECTION 2: KEY PERSONNEL

Dennis Ashley, 303-418-5337, dashley@swinerton.com, has been assigned as the Design-Build Project Manager for this Contract. The Design-Build Project Manager is responsible for the overall management of the Contractor's performance of the Project.

James Jensen, 720-987-5349, JWJenson14llc@yahoo.com, is our M/WBE Consultant who reports to the Design-Build Project Manager who may consult with James to assure compliance with this plan in outreach and coordination activities and maintaining appropriate records to ensure that goals are met.

Ian McCormick, 303-423-9242, imccormick@swinerton.com is the Assistant Project Manager, who will administer subcontracts and ensure that all documentation required by DSBO is prepared and maintained. Ian will coordinate the collection of DSBO documentation and monthly payroll reports from all subcontractors and suppliers, including but not limited to M/WBEs.

SECTION 3: STRUCTURING BID PACKAGES FOR M/WBE PARTICIPATION

- A. The Contractor has identified preliminarily the following separate packages of work to be subcontracted:

See attached Total Project, Bid Package #1, Negotiated Bid Package, Bid Package #2 and Bid Package #3 forms

- B. These packages will be reviewed and refined as the work for the Contract is further defined and ready for the process of subcontracting. Specifically, prior to advertising any package of work for bids or proposals, the Contractor will review the work in detail, to determine the types of work that can be performed by M/WBE firms, with reference to the DSBO's database and directory of certified M/WBE firms, and will adjust its subcontracting packages to maximize opportunities for M/WBE participation in such subcontracting, within economically feasible packages.

- C. The Contractor has the following preliminary schedule for issuance of each bid package:

Bid Package #1: Hotel Road, Wall and Garage Site Earthwork -	TBD
Negotiated Bid Package – Concrete Structure, MEP, Precast Spandrels & Elevators -	TBD
Bid Package #2: Remaining Site Work, Foundations -	TBD
Bid Package #3: Final Work -	TBD

- D. For this project we have three major areas that historically have no or extremely limited M/WBE contractor participation. Those trades are:

Concrete material
Precast Concrete
Elevators

In the past we have had these challenges on other projects and have been able to obtain participation for concrete material through subcontracting strategies but have not been able to obtain any M/WBE participation for elevators or precast.

Since there is no M/WBE contractors in the Denver area for the precast spandrel panels

- E. Through our SubGuard program Swinerton has a robust subcontractor prequalification process. This prequalification identifies subcontractors on a financial stability and historical ability to perform. Exceptions can be made on a case by case basis depending on the work scope, schedule adherence and available manpower.

Due to subcontractor work load in the Denver area we anticipate prequalifying and selecting the following trades utilizing a competitive negotiation process:

- Structural Concrete
- Mechanical & Plumbing
- Fire Protection
- Electrical
- Precast Spandrels
- Elevators

- F. The Contractor may pursue different percentage goals for M/WBE participation in each separate package of work put out for bids, based on the types of work and availability of certified M/WBE firms. However, the Contractor is committed to the overall goal of 25% M/WBE participation in the total construction work amount.
- G. The Contractor may consider, in order to maximize M/WBE participation, subcontracting the following types of work which it might ordinarily self-perform: miscellaneous labor for General Condition/General Requirement scopes e.g. cleaning, temporary signage, weather protection etc., rough carpentry, site concrete form, place & finish, concrete foundation form & place, interior miscellaneous concrete slab/curb form, place & finish, miscellaneous steel, specialties installation, HM door frames and doors and door hardware.

SECTION 4: COMMUNITY OUTREACH EFFORTS AND ADVERTISING TO M/WBE CERTIFIED FIRMS:

The Contractor will conduct the following outreach efforts:

- A. Contractor will use the City's M/WBE directory and encourage all non-M/WBE subcontractors to use the directory when soliciting any of their own subcontractors or suppliers for the project.

- B. If during outreach efforts, Contractor locates a firm which appears to be eligible for City M/WBE certification but is not so certified, Contractor will direct the firm to DSBO and encourage the firm to pursue certification if eligible.
- C. When it has work packages ready for subcontracting, the Contractor will publish notices in The Daily Journal and other local publications and websites, identifying the subcontracting opportunities and specifically soliciting City-certified M/WBE participation. The Contractor will also provide notice of all such solicitations to relevant organizations such as, but not limited to, the Colorado Black Chamber of Commerce, Rocky Mountain Minority Supplier Development Council, Hispanic Contractors of Colorado, and the Colorado Women's Chamber of Commerce. Notices will be published or provided no less than 10 calendar days before bids are due on the work.
- D. Contractor will conduct at least one pre-bid meeting, as announced in published notices, which all interested subcontractors and suppliers may attend, at which the Contractor will present information and answer questions about the work.
- E. We will have a stated meeting where we will invite all interested subs, through our data base and City and County of Denver's Certified Directory based on Commodity Codes for the work scopes, where we will present the project and announce the bid package schedule. During this meeting we will also provide the opportunity for non-M/WBE firms to network with M/WBE firms in order to provide greater opportunity for M/WBE firms. We will also use this meeting to identify any potential M/WBE firms and to provide assistance in obtaining their certification.
- F. The following process will be utilized for Bid Package #1, #2 and #3:
 1. A bid notification in SmartBid will be issued to all appropriate subcontractors in our data base and in the City and County of Denver's Certified Directory based on the Commodity Codes for the work scope in that bid package. The bid notification will also be submitted per Section 4.C of this plan.
 2. Follow up with every subcontractor sent a bid invitation by a phone conversation verification or email. Verification will be obtained that identifies their intent to bid or that they will not be bidding the project. A reason for the subcontractor that is not bidding the project will be requested.
 3. The bid package will be developed to provide the greatest opportunity to achieve M/WBE participation e.g. breaking up larger scopes of work into smaller scopes in order to allow smaller firms opportunity to bid.
 4. Each identified scope of work within that bid package will have an M/WBE goal that will be used in addition to the cost of the work in evaluating the successful bidder for that specific work scope.
 5. A non-mandatory pre-bid meeting will be held for each bid package that every subcontractor sent an invitation will be invited to attend.

The following proposal process will be utilized for the Negotiated Bid Package to select the structural concrete, mechanical, fire protection, electrical, precast spandrel and elevator subcontractors:

1. A RFQ will be issued to a comprehensive list of subcontractors – utilizing our company data base as well as the City and County of Denver's Certified Directory based on the Commodity Code for that work. The RFQ notification will also be submitted per Section 4.C of this plan. We will contact subcontractors, by phone or email, to assure that we receive a RFQ or a written response that they will not be submitting a response to the RFQ.
 2. The qualification requirements will be identified in the RFQ and there will be no limit to the number of subcontractors that meet the qualification requirements of the RFQ selected to receive the RFP. We will then issue a RFP to all qualified subcontractors that responded to our RFQ.
 3. Subcontractors that are not capable of responding to the full RFQ but are capable of providing a work scope within the overall RFQ scope will be distributed to subcontractors responding to the full RFQ scope at the time the RFP is issued.
 4. The RFP will have specific M/WBE Goals established for each RFP and the commitment to meet that goal will be part of the criteria to determine the successful subcontractor. A definitive plan identifying how they meet that goal will be part of the RFP required response.
 5. The selected subcontractors will participate in the design process for their work to assure that the design meets DIA performance requirements and to provide means & methods, constructability and cost input.
- G. The Contractor will send to each bidder/proposer, a Notice of Selection for each subcontract for which it solicited M/WBE participation, no later than 30 days after it has entered into the subcontract, so that unsuccessful bidders/proposers are aware of the result of the bid/proposal process.

SECTION 5: M/WBE PARTICIPATION; MAINTAINING COMMITMENTS

- A. When issuing each work package for bid under the Contract, the Contractor will make a good faith effort to meet or exceed the goal percentage of M/WBE participation which it has identified for that package. The minimum level of these efforts is specified in § 28-62(b), D.R.M.C. and Rule VII(B). They may include, but will not be limited to, the outreach activities identified in Section 4 above.
- B. When requested by DSBO, the Contractor will submit bid packages to DSBO for review and comment. When requested by DSBO, the Contractor will submit bid tabulation sheets to DSBO for review.
- C. The Contractor will report to DSBO the total M/WBE participation obtained for each bid package. No later than 5 days after issuing Notice to Proceed for such work, the Contractor will submit to DSBO, for each M/WBE subcontractor or supplier with whom it contracts, a Letter of Intent and other documentation, in accordance with Section _ below.
- D. The Contractor will document its efforts to obtain M/WBE participation for each work package, and submit such documentation to DSBO upon request by DSBO at any time.

The Contractor acknowledges that it may meet or exceed a percentage goal for M/WBE participation on one or more work packages, but fall short of meeting the participation goal for the total construction contract amount. Therefore the Contractor must be able to demonstrate its good faith effort, consistent with § 28-62(b), D.R.M.C., to obtain M/WBE participation for each bid package under the contract, except for bid packages which are subject to a “modified good faith effort” under § 28-75(c), D.R.M.C., in which case the Contractor must be able to demonstrate its compliance with the requirements of § 28-75(c), D.R.M.C. Sections 28-62(b) and 28-75(c), D.R.M.C., are attached to this Compliance Plan as Attachment 1, for convenient reference.

- E. The M/WBE participation percentage will be calculated by dividing the total value of the M/WBE participation by the total contract amount, less design, for the project, including all change orders. The Contractor will count M/WBE participation according to the M/WBE Ordinance, including § 28-63, D.R.M.C., and Rule VII(C).
- F. As required by D.R.M.C. § 28-73, the Contractor shall immediately inform the DSBO in writing of any agreed-upon increase or decrease in the scope of work of the Contract, regardless of whether it has been reduced to writing at the time of notification. Any increase in the scope of work which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MBE or WBE under any subcontract, shall be contemporaneously submitted to the DSBO. Those changes to the scope of work that cannot be performed by existing project participants (the Contractor, subcontractors, suppliers, etc.) shall be subject to a goal for MBEs and WBEs equal to the original committed goal. The Contractor shall satisfy the goal for the changed scope of work by soliciting new MBEs or WBEs in accordance with § 28-60, D.R.M.C, and it must show each element of modified good faith that is stated in § 28-75(c), D.R.M.C. The Contractor shall provide to the Director the documentation described in § 28-75(c) with respect to the increased dollar value of the contract..
- G. The Contractor will comply with the provisions of § 28-75 as to the replacement of a WBE or MBE on the Project.
- H. The Contractor acknowledges that it has a continuing duty, under D.R.M.C. §§ 28-72, 28-73, and 28-75, to maintain, throughout the duration of the contract, compliance with the level of MBE and WBE participation committed to under any approved compliance plan, and that such commitment is a material condition of the Contract.

SECTION 6: COMPLIANCE DOCUMENTS AND REPORTING

- A. The Contractor will submit the following documentation, properly completed and submitted monthly or when otherwise required by DSBO.
 - 1. Prime contractor background information form*
 - 2. DSBO Schedule of Work form*
 - 3. Subcontractor background information form for all subcontractors*

4. M/WBE Letters of Intent
5. Monthly contractor's certification of payment forms (participation report)
6. DSBO change order forms
7. M/WBE final lien release forms
8. B2G online payment verification

(*due at NTP + 5 days; revisions as required)

- B. The Contractor will document its progress in seeking and obtaining M/WBE participation as required by DSBO. Records of the Contractor's efforts to solicit M/WBE subcontractor and supplier participation, will be maintained and reported monthly to DSBO, or as otherwise required, including:
1. Dates of solicitation
 2. Names, addresses and telephone numbers of all M/WBE firms contacted.
 3. Description of efforts made to contact M/WBE firms.
 4. Description of information provided to M/WBE firms.
 5. Description of the process and outcome.
 6. Advertisements soliciting bids from M/WBE firms in local community publications or construction industry related publications.
 7. Schedules of prebid meetings to inform M/WBE and non-M/WBE subcontractors and suppliers of opportunities to participate.
 8. Evidence that the Contractor provided M/WBE subcontractors and suppliers necessary access to and adequate time to review all project documents.
 9. All other documentation required to establish the Contractor's compliance with the good faith efforts required by City ordinance, specifically the items enumerated in subsections 28-62(b)(2) through 28-62(b)(10). D.R.M.C.

SECTION 7: PLAN ADMINISTRATION; MONITORING; CLOSEOUT

- A. DSBO shall have prompt, full and complete access to all Contractor and subcontractor personnel, books and records required to monitor and assure performance of this Compliance Plan.
- B. The Contractor's personnel identified in Section 2 above, will be responsible for administering and monitoring the Contractor's performance of this Compliance Plan.
- C. Actual M/WBE participation will be calculated in accordance with the M/WBE Ordinance, including § 28-63, D.R.M.C., and applicable Rules. The Contractor will submit to DSBO a monthly tracking report demonstrating the M/WBE participation that has been achieved. .
- D. The following milestones for review and reconciliation of M/WBE participation will be observed during the contract: after Bid Package #1 bids are evaluated, after Negotiated

Bid Package subcontractors have been selected, after Bid Package #2 bids are evaluated and a final reconciliation after Bid Package #3 bids are evaluated.

- E. The Contractor acknowledges that the City may impose monetary penalties and/or withhold payment in the event of Contractor's non-compliance with the M/WBE Ordinance and this Compliance Plan.

- F. The Contractor will use the following methodology for final reconciliation of M/WBE participation performance achieved during the Contract term, measured against the established project goal. The Contractor will present copies of all signed DSBO Final Lien Release forms for MWBE firms utilized for participation on the Contract. DSBO will compare the Final Monthly Participation Report submitted by the Contractor to determine if the Final Lien Release dollar figures match what is contained within the Final Monthly Participation Report. Final Compliance shall be achieved when the Contractor establishes to the Director's satisfaction, that it has remitted payments to M/WBE firms utilized on the Project; that it utilized M/WBE firms in accordance with each such firm's Letter of Intent; and that the amount of payments to M/WBE firms equals or exceeds the assigned M/WBE goal for the total amount of the Contract. Failure to achieve final compliance may subject the Contractor to sanctions, in accordance with D.R.M.C, Section 28-77. As provided in such ordinance, sanctions may include, but are not limited to, assessment by the Director of a monetary penalty against the Contractor in an amount not more than 150% of the contract amount for each MBE or WBE involved. Any such monetary penalty leveled by the Director shall be withheld from the final payment due to the Contractor, and any amount that remains due and owing to the City may be collected pursuant to D.R.M.C., Section 28-77. The Contractor may seek review of any such determination by the Director to levy sanctions through the dispute resolution process set forth in the Construction Contract.

SECTION 8: NON-COMPLIANCE; SANCTIONS; REMEDIATION PLAN

- A. At all times, DSBO shall monitor the Contractor's compliance with this Plan and the M/WBE Ordinance and Rules. The Contractor shall fully cooperate with DSBO's compliance monitoring and auditing efforts, including DSBO's investigation of any alleged or suspected non-compliance by the Contractor.

- B. If the Director has reason to believe that the Contractor is not in compliance with this Plan or with the M/WBE Ordinance, the Director shall give the Contractor written notice of non-compliance, citing the reasons why the Contractor is not in compliance, and giving the Contractor thirty (30) days in which to submit a remediation plan for the Director's review and acceptance. The remediation plan shall demonstrate how the Contractor will cure such non-compliance, and if such non-compliance consists of failure to obtain or maintain M/WBE participation at the committed level, that the Contractor's M/WBE participation level will again achieve the committed level, and that the Contractor will ultimately achieve the committed participation goal for the contract..

- C. The Contractor shall, within such thirty (30) day period, deliver to the Director a written remediation plan the Director's review and approval.
- D. The Director may issue a written determination of non-compliance and the sanction which the Director has elected to impose as a consequence:
 - (1) If the Contractor does not respond within the time allowed; or
 - (2) If the Contractor fails to submit a satisfactory remediation plan; or
 - (3) If a Contractor submits an acceptable remediation plan but thereafter fails to comply with the plan.
- E. The Contractor may contest a determination issued under Section 8(D), by requesting a hearing within 30 days after the date of such determination, as provided in § 28-33, D.R.M.C.

SECTION 9: MEDIATION

The Contractor will provide a process to resolve disputes that occur between a MBE or WBE and any non-M/WBE subcontractors or suppliers under the Contract. The Contractor will document such disputes and inform DSBO of the steps the Contractor plans to take to resolve the dispute. The Contractor may ask DSBO to assist in the resolution process it has developed. The Contractor will document and notify DSBO if those disputes have been resolved and inform DSBO of any disputes it was unable to resolve. DSBO will notify the Contractor of any complaints received by DSBO from M/WBE firms regarding a dispute they are experiencing with either a subcontractor or the Contractor.

IN WITNESS WHEREOF, Contractor has executed and agrees to abide by the terms of this Compliance Plan as of the ____ day of _____, 20____.

Contractor

By:_____

ATTACHMENT 1

EXCERPTS FROM DENVER REVISED MUNICIPAL CODE

Sections 28-62(b) and 28-75(c), D.R.M.C

Sec. 28-62. Same--Good faith efforts.

(b) The statement of good faith efforts shall include a specific response and verification with respect to each of the following good faith effort categories, which may be further defined by rule or regulation. A bidder or proposer may include any additional information it believes may be relevant. Failure of a bidder or proposer to show good faith efforts as to any one (1) of the following categories shall render its overall good faith effort showing insufficient and its bid or proposal non-responsive:

- (1) If prebid or preselection meetings are scheduled by the city at which MBEs and WBEs may be informed of subcontracting or joint venture opportunities under a proposed contract to be bid, or procured pursuant to the competitive selection process, attendance at such prebid or preselection meetings is not mandatory; however, bidders and proposers are responsible for the information provided at these meetings.
- (2) The bidder or proposer must solicit through all reasonable and available means, the interest of all MBEs and WBEs certified in the scopes of work of the contract. The bidder or proposer must solicit the interest of such MBEs and WBEs within sufficient time, prior to the bid opening or date of final project-specific proposal in the case of a competitive selection process, to allow such MBEs and WBEs to respond to the solicitation. The bidder or proposer must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.
- (3) The bidder or proposer must select portions of the work of the contract to be performed by MBEs and WBEs in order to increase the likelihood that the project goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation as subcontractors or joint venturers, and for bidder or proposer self-performed work, as suppliers, manufacturers, manufacturer's representatives and brokers, all reasonably consistent with industry practice, even when the bidder or proposer would otherwise prefer to perform these work items with its own forces. The bidder or proposer must identify what portions of the contract will be self-performed and what portions of the contract will be opened to solicitation of bids, proposals and quotes from MBE and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a bidder or proposer to perform the work of a contract with its own forces does not relieve the bidder or proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.
- (4) The bidder or proposer, consistent with industry practice, must provide MBEs and WBEs at a clearly stated location with timely, adequate access to and information about the plans, specifications, and requirements of the contract, including bonding and insurance requirements, if any, to assist them in responding to a solicitation.

- (5) The bidder or proposer must negotiate in good faith with interested MBEs and WBEs and provide written documentation of such negotiation with each such MBE or WBE.
- (6) For each MBE or WBE which contacted the bidder or proposer or which the bidder or proposer contacted or attempted to subcontract or joint venture with, consistent with industry practice, the bidder or proposer must supply a statement giving the reasons why the bidder or proposer and the MBE or WBE did not succeed in negotiating a subcontracting, supplier, manufacturer, manufacturer's representative, broker or joint venture agreement, as applicable.
- (7) The bidder or proposer must provide verification that it rejected each non-utilized MBE and WBE because the MBE or WBE did not submit the lowest bid or it was not qualified. Such verification shall include a verified statement of the amounts of all bids received from potential or utilized subcontractors, suppliers, manufacturers, manufacturer's representatives, brokers or joint venturers on the contract, whether or not they are MBEs or WBEs. In making such a determination of not being qualified, the bidder or proposer shall be guided by the definition of qualified in section 28-54(42), but evidence of lack of qualification must be based on factors other than solely the amount of the MBE's or WBE's bid. For each MBE or WBE found not to be qualified by the bidder or proposer, the verification shall include a statement giving the bidder's or proposer's reasons for its conclusion. A bidder's or proposer's industry standing or group memberships may not be the cause of rejection of an MBE or WBE. A bidder or proposer may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBE's or WBE's capabilities and expertise.
- (8) If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the city or by the bidder or proposer, provided that the bidder or proposer need not provide financial assistance toward this effort.
- (9) If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining necessary and competitively priced equipment, supplies, materials, or related assistance or services for performance under the contract, provided that the bidder or proposer need not provide financial assistance toward this effort.
- (10) The bidder or proposer must use the DSBO MBE/WBE directories to identify, recruit, and place MBEs and WBEs.

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**Sec. 28-75. Potential violations during contract performance.**

(c) The following modified good faith requirements shall apply to sections 28-72 and 28-73. In the event that a contractor or consultant must add or replace an MBE or WBE subcontractor, subconsultant, joint venturer, supplier, manufacturer, manufacturer's representative or broker or in the event that a new scope of work is added to the ongoing contract, and the contractor or consultant in such event is in non-compliance with maintenance of the original project goal upon which the contract was awarded, due to failure to utilize additional MBEs or WBEs, the following modified good faith efforts must be completed. Failure of a contractor or consultant to show

good faith efforts as to any one (1) of the following categories shall render its overall good faith efforts showing insufficient; and its contract performance in non-compliance with this division 3.

- (1) Verification in writing to the DSBO of the contractor's or consultant's intention to terminate or replace an MBE or WBE originally identified for participation in the bid, proposal or competitive selection process proposal upon which the contract was awarded. The reason for the termination or replacement must be stated and the type of work or services must be identified.
- (2) Verification that the contractor or consultant used the most current MBE and WBE directory from the DSBO in order to contact MBEs and WBEs that are certified in the applicable area of work or supply at the time of the modified good faith effort.
- (3) Verification of efforts to contact appropriate MBEs and WBEs within the same identified subcontractor, subconsultant, joint venturer, supplier, manufacturer, manufacturer's representative or broker area must be documented. Facsimile transmission, e-mail and telephone communication will be acceptable. The director may verify such contacts as he deems appropriate.
- (4) Documentation of the modified good faith efforts must be submitted to the DSBO prior to the payment to the contractor or consultant of the next progress or other partial payment or fund release under the contract.

# M/WBE GOALS SCHEDULE CHART - TOTAL PROJECT

## DIA Hotel Road & Wall - M/WBE Participation Summary

| WORK SCOPES                                                  | Value per Contract | M/WBE potential  | %             |
|--------------------------------------------------------------|--------------------|------------------|---------------|
| <b>General Conditions / Requirements</b>                     |                    |                  |               |
| Stormwater Management Consultant and Inspections             | \$4,250            | \$0              | 0.00%         |
| Layout                                                       | \$15,000           | \$15,000         | 100.00%       |
| On-site supervisory personnel                                | \$135,320          | \$0              | 0.00%         |
| Field office and related expenses (supplies, phone, etc.)    | \$14,636           | \$5,123          | 35.00%        |
| Temporary Construction (fencing, walkways, enclosures, etc.) | \$7,749            | \$2,712          | 35.00%        |
| Temporary construction utilities                             | \$15,067           | \$5,273          | 35.00%        |
| Quality assurance - Independent Testing Agency Services      | \$20,000           | \$20,000         | 100.00%       |
| Full time safety coordinator - ROCIP                         | \$62,560           | \$62,560         | 100.00%       |
| Final clean-up                                               | \$14,220           | \$14,220         | 100.00%       |
| <b>Cost of the Work</b>                                      |                    |                  |               |
| On-site demolition                                           | \$68,198           | \$17,050         | 25.00%        |
| Excavation                                                   | \$932,750          | \$186,550        | 20.00%        |
| Erosion Control                                              | \$107,153          | \$53,577         | 50.00%        |
| MSE Wall                                                     | \$802,216          | \$160,443        | 20.00%        |
| Traffic Control                                              | \$54,665           | \$54,665         | 100.00%       |
| Concrete Paving                                              | \$426,317          | \$85,263         | 20.00%        |
| Striping                                                     | \$13,108           | \$0              | 0.00%         |
| Signage                                                      | \$2,100            | \$2,100          | 100.00%       |
| Storm Sewer                                                  | \$95,485           | \$95,485         | 100.00%       |
| Fee, Insurance, Bond                                         | \$166,625          | \$0              | 0.00%         |
| <b>Totals for Hotel Road &amp; Wall</b>                      | <b>\$2,957,419</b> | <b>\$780,021</b> | <b>26.38%</b> |

## DIA MOD 4 East Parking - M/WBE Participation Summary

| WORK SCOPES                                               | Value per Contract | M/WBE potential | %       |
|-----------------------------------------------------------|--------------------|-----------------|---------|
| <b>010000 - General Requirements</b>                      |                    |                 |         |
| Traffic Control Site                                      | \$200,000          | \$200,000       | 100.00% |
| Traffic Control - Garage                                  | \$400,000          | \$400,000       | 100.00% |
| Surveying                                                 | \$74,500           | \$74,500        | 100.00% |
| Supplemental Layout                                       | \$41,568           | \$41,568        | 100.00% |
| DBE Outreach / Compliance                                 | \$10,000           | \$10,000        | 100.00% |
| Testing                                                   | \$325,550          | \$325,550       | 100.00% |
| <b>023000 - Earthwork</b>                                 |                    |                 |         |
| Clear, grub, mass excavation, export, import and backfill | \$1,665,637        | \$333,127       | 20.00%  |
| <b>024660 - Drilled Concrete Piers and Shafts</b>         |                    |                 |         |
| Drilling                                                  | \$125,984          | \$0             | 0.00%   |
| Concrete material & placement                             | \$138,776          | \$34,694        | 25.00%  |
| Rebar material and placement                              | \$171,786          | \$171,786       | 100.00% |
| Layout                                                    | \$7,200            | \$7,200         | 100.00% |
| Safety                                                    | \$7,200            | \$7,200         | 100.00% |

|                                                                                  |                |              |             |         |
|----------------------------------------------------------------------------------|----------------|--------------|-------------|---------|
| <b>025150 - Concrete Paving</b>                                                  |                |              |             |         |
| Site paving                                                                      |                | \$217,282    | \$217,282   | 100.00% |
| <b>025200 - Site Utilities</b>                                                   |                |              |             |         |
| All site utilities                                                               |                | \$861,134    | \$215,284   | 25.00%  |
| <b>026120 - Bituminous Pavement</b>                                              |                |              |             |         |
| Level 1 of parking structure                                                     |                | \$859,323    | \$0         | 0.00%   |
| <b>029210 - Landscaping</b>                                                      |                |              |             |         |
| Seeding and mulching                                                             |                | \$12,500     | \$12,500    | 100.00% |
| <b>033000 - Cast-in-Place Concrete</b>                                           |                |              |             |         |
| Int parking structure concrete - curb & gutters, slabs, topping                  |                | \$298,107    | \$298,107   | 100.00% |
| <b>033800 - Post-Tensioned Concrete</b>                                          |                |              |             |         |
| Concrete forming                                                                 |                | \$10,895,369 | \$1,672,407 | 15.00%  |
| Concrete material                                                                | inc            |              |             |         |
| Concrete place and finish                                                        | inc            |              |             |         |
| Rebar material                                                                   | inc            |              |             |         |
| Clean-up, safety, weather and hoisting                                           | inc            |              |             |         |
| <b>034500 - Precast Concrete</b>                                                 |                |              |             |         |
| Spandrels, bridges and demolition                                                |                | \$4,419,990  | \$0         | 0.00%   |
| <b>048100 - Masonry</b>                                                          |                |              |             |         |
| Walls at electrical and elevator cores                                           |                | \$116,096    | \$116,096   | 100.00% |
| <b>051200 - Structural Steel Framing</b>                                         |                |              |             |         |
| Fabricate steel and erection at elevator core                                    |                | \$1,301,587  | \$1,301,587 | 100.00% |
| Metal Deck, stairs and railing                                                   | inc            |              |             |         |
| <b>055000 - Metal Fabrications</b>                                               |                |              |             |         |
| Pipe Guards                                                                      |                | \$50,000     | \$50,000    | 100.00% |
| Bollards                                                                         |                | \$20,400     | \$20,400    | 100.00% |
| <b>060000 - Rough Carpentry / Backing &amp; blocking</b>                         |                |              |             |         |
| Electrical backboards, roof blocking                                             |                | \$7,500      | \$0         | 0.00%   |
| <b>070000 - Waterproofing, dampproofing, sealants, sealer &amp; roofing</b>      |                |              |             |         |
| Concrete sealer                                                                  |                | \$46,700     | \$46,700    | 100.00% |
| Clear sealer                                                                     |                | \$86,656     | \$86,656    | 100.00% |
| Traffic topping                                                                  |                | \$29,600     | \$29,600    | 100.00% |
| Expansion joints                                                                 |                | \$184,210    | \$184,210   | 100.00% |
| Bituminous dampproofing                                                          |                | \$28,490     | \$28,490    | 100.00% |
| EPDM roofing and flashing                                                        |                | \$24,040     | \$24,040    | 100.00% |
| Joint Sealants                                                                   |                | \$48,009     | \$48,009    | 100.00% |
| <b>080000 - Doors, frames, hardware, storefront, curtainwall and entry doors</b> |                |              |             |         |
| HM Doors, Frames and Hardware                                                    |                | \$35,474     | \$0         | 0.00%   |
| Aluminum Storefront                                                              | included below |              |             |         |
| Automatic Entrance Doors                                                         |                | \$33,267     | \$33,267    | 100.00% |
| Glazed Aluminum Curtain wall                                                     |                | \$578,338    | \$578,338   | 100.00% |

|                                                                                |                     |                     |                    |
|--------------------------------------------------------------------------------|---------------------|---------------------|--------------------|
| <b>090000 - Gypsum Board, ACT, resilient floor tile, painting and striping</b> |                     |                     |                    |
| Gypsum Board                                                                   | \$19,960            | \$19,960            | 100.00%            |
| Acoustical Ceiling Tile                                                        | \$7,000             | \$7,000             | 100.00%            |
| Resilient Floor Tile                                                           | \$18,791            | \$0                 | 0.00%              |
| Painting                                                                       | \$75,000            | \$75,000            | 100.00%            |
| Pavement Markings                                                              | \$147,979           | \$147,979           | 100.00%            |
| <b>100000 - Specialties</b>                                                    |                     |                     |                    |
| Bird Control                                                                   | \$20,000            | \$0                 | 0.00%              |
| Signage                                                                        | \$796,120           | \$0                 | 0.00%              |
| <b>140000 - Electric Traction Elevators</b>                                    |                     |                     |                    |
| Three elevators                                                                | \$431,942           | \$0                 | 0.00%              |
| <b>210000 - Fire Protection</b>                                                |                     |                     |                    |
| Structure standpipe and hose system                                            | \$100,000           | \$0                 | 0.00%              |
| <b>220000 - Plumbing</b>                                                       |                     |                     |                    |
|                                                                                | \$800,000           | \$200,000           | 25.00%             |
| <b>230000 - Mechanical</b>                                                     |                     |                     |                    |
|                                                                                | included above      |                     |                    |
| <b>260000 - Electrical</b>                                                     |                     |                     |                    |
|                                                                                | \$3,600,000         | \$1,008,000         | 28.00%             |
| <b>Miscellaneous</b>                                                           |                     |                     |                    |
| General Conditions / Indirect Costs                                            | \$2,549,315         | \$382,397           | 15.00%             |
| Safety, Clean-up, Dumpsters, Office supplies, etc.                             |                     |                     |                    |
| Fees                                                                           | \$1,476,165         | \$0                 | 0.00%              |
| Insurance                                                                      | \$107,722           | \$0                 | 0.00%              |
| Permits                                                                        | \$20,000            | \$0                 | 0.00%              |
| Bonds                                                                          | \$154,447           | \$0                 | 0.00%              |
| <b>Total for MOD 4 East Parking Structure</b>                                  | <b>\$33,646,714</b> | <b>\$8,408,935</b>  | <b>24.99%</b>      |
| <b>TOTAL CONTRACT AMOUNT</b>                                                   |                     | <b>\$36,604,133</b> | <b>\$9,188,955</b> |
| <b>Amount goal is calculated against:</b>                                      |                     | <b>\$36,604,133</b> |                    |
| <b>Construction Goal of 25%:</b>                                               |                     |                     |                    |
| Required contract amount -                                                     |                     | <b>\$9,151,033</b>  |                    |
| Potential M/WBE Participation from schedule -                                  |                     | <b>\$9,188,955</b>  |                    |
| Potential M/WBE Participation from schedule -                                  |                     | <b>25.10%</b>       |                    |

# M/WBE GOALS SCHEDULE CHART - BP #1

## DIA Hotel Road & Wall - M/WBE Participation Summary

| WORK SCOPES                                                  | Value per Contract | M/WBE potential  | %             |
|--------------------------------------------------------------|--------------------|------------------|---------------|
| <b>General Conditions / Requirements</b>                     |                    |                  |               |
| Stormwater Management Consultant and Inspections             | \$4,250            | \$0              | 0.00%         |
| Layout                                                       | \$15,000           | \$15,000         | 100.00%       |
| On-site supervisory personnel                                | \$135,320          | \$0              | 0.00%         |
| Field office and related expenses (supplies, phone, etc.)    | \$14,636           | \$5,123          | 35.00%        |
| Temporary Construction (fencing, walkways, enclosures, etc.) | \$7,749            | \$2,712          | 35.00%        |
| Temporary construction utilities                             | \$15,067           | \$5,273          | 35.00%        |
| Quality assurance - Independent Testing Agency Services      | \$20,000           | \$20,000         | 100.00%       |
| Full time safety coordinator - ROCIP                         | \$62,560           | \$62,560         | 100.00%       |
| Final clean-up                                               | \$14,220           | \$14,220         | 100.00%       |
| <b>Cost of the Work</b>                                      |                    |                  |               |
| On-site demolition                                           | \$68,198           | \$17,050         | 25.00%        |
| Excavation                                                   | \$932,750          | \$186,550        | 20.00%        |
| Erosion Control                                              | \$107,153          | \$53,577         | 50.00%        |
| MSE Wall                                                     | \$802,216          | \$160,443        | 20.00%        |
| Traffic Control                                              | \$54,665           | \$54,665         | 100.00%       |
| Concrete Paving                                              | \$426,317          | \$85,263         | 20.00%        |
| Striping                                                     | \$13,108           | \$0              | 0.00%         |
| Signage                                                      | \$2,100            | \$2,100          | 100.00%       |
| Storm Sewer                                                  | \$95,485           | \$95,485         | 100.00%       |
| Fee, Insurance, Bond                                         | \$166,625          | \$0              | 0.00%         |
| <b>Totals for Hotel Road &amp; Wall</b>                      | <b>\$2,957,419</b> | <b>\$780,021</b> | <b>26.38%</b> |

## DIA MOD 4 East Parking - M/WBE Participation Summary

| WORK SCOPES                                               | Value per Contract | M/WBE potential  | %             |
|-----------------------------------------------------------|--------------------|------------------|---------------|
| <b>010000 - General Requirements</b>                      |                    |                  |               |
| Surveying                                                 | \$74,500           | \$74,500         | 100.00%       |
| DBE Outreach                                              | \$10,000           | \$10,000         | 100.00%       |
| Testing                                                   | \$325,550          | \$325,550        | 100.00%       |
| <b>023000 - Earthwork</b>                                 |                    |                  |               |
| Clear, grub, mass excavation, export, import and backfill | \$1,665,637        | \$333,127        | 20.00%        |
| <b>Total for MOD 4 East Parking Structure</b>             | <b>\$2,075,687</b> | <b>\$743,177</b> | <b>35.80%</b> |

|                          |                    |                    |
|--------------------------|--------------------|--------------------|
| <b>TOTAL BP#1 AMOUNT</b> | <b>\$5,033,106</b> | <b>\$1,523,198</b> |
|--------------------------|--------------------|--------------------|

|                                    |                    |
|------------------------------------|--------------------|
| Amount goal is calculated against: | <b>\$5,033,106</b> |
|------------------------------------|--------------------|

|                                               |                    |
|-----------------------------------------------|--------------------|
| Construction Goal of 25%:                     |                    |
| Required contract amount -                    | <b>\$1,258,277</b> |
| Potential M/WBE Participation from schedule - | <b>\$1,523,198</b> |
| Potential M/WBE Participation from schedule - | <b>30.26%</b>      |

# M/WBE GOALS SCHEDULE CHART - NEGOTIATED BP

## DIA MOD 4 East Parking - M/WBE Participation Summary

| WORK SCOPES                                 | Value per Contract | M/WBE potential | %      |
|---------------------------------------------|--------------------|-----------------|--------|
| <b>033800 - Post-Tensioned Concrete</b>     |                    |                 |        |
| Concrete forming                            | \$10,895,369       | \$1,672,407     | 15.00% |
| Concrete material                           | inc                |                 |        |
| Concrete place and finish                   | inc                |                 |        |
| Rebar material                              | inc                |                 |        |
| Clean-up, safety, weather and hoisting      | inc                |                 |        |
| <b>034500 - Precast Concrete</b>            |                    |                 |        |
| Spandrels, bridges and demolition           | \$4,419,990        | \$0             | 0.00%  |
| <b>140000 - Electric Traction Elevators</b> |                    |                 |        |
| Three elevators                             | \$431,942          | \$0             | 0.00%  |
| <b>210000 - Fire Protection</b>             |                    |                 |        |
| Structure standpipe and hose system         | \$100,000          | \$0             | 0.00%  |
| <b>220000 - Plumbing</b>                    |                    |                 |        |
|                                             | \$800,000          | \$200,000       | 25.00% |
| <b>230000 - Mechanical</b>                  |                    |                 |        |
|                                             | included above     |                 |        |
| <b>260000 - Electrical</b>                  |                    |                 |        |
|                                             | \$3,600,000        | \$1,008,000     | 28.00% |

|                                               |                     |                    |               |
|-----------------------------------------------|---------------------|--------------------|---------------|
| <b>Total for MOD 4 East Parking Structure</b> | <b>\$20,247,301</b> | <b>\$2,880,407</b> | <b>14.23%</b> |
|-----------------------------------------------|---------------------|--------------------|---------------|

|                                            |                     |                    |  |
|--------------------------------------------|---------------------|--------------------|--|
| <b>TOTAL NEGOTIATED BP CONTRACT AMOUNT</b> | <b>\$20,247,301</b> | <b>\$2,880,407</b> |  |
|--------------------------------------------|---------------------|--------------------|--|

|                                               |                     |
|-----------------------------------------------|---------------------|
| <b>Amount goal is calculated against:</b>     | <b>\$20,247,301</b> |
| <b>Construction Goal of 25%:</b>              |                     |
| Required contract amount -                    | <b>\$5,061,825</b>  |
| Potential M/WBE Participation from schedule - | <b>\$2,880,407</b>  |
| Potential M/WBE Participation from schedule - | <b>14.23%</b>       |

## M/WBE GOALS SCHEDULE CHART - BP #2

### DIA MOD 4 East Parking - M/WBE Participation Summary

| WORK SCOPES                                       | Value per Contract | M/WBE potential    | %             |
|---------------------------------------------------|--------------------|--------------------|---------------|
| <b>010000 - General Requirements</b>              |                    |                    |               |
| Traffic Control Site                              | \$200,000          | \$200,000          | 100.00%       |
| Traffic Control - Garage                          | \$400,000          | \$400,000          | 100.00%       |
| Supplemental Layout                               | \$41,568           | \$41,568           | 100.00%       |
| <b>024660 - Drilled Concrete Piers and Shafts</b> |                    |                    |               |
| Drilling                                          | \$125,984          | \$0                | 0.00%         |
| Concrete material & placement                     | \$138,776          | \$34,694           | 25.00%        |
| Rebar material and placement                      | \$171,786          | \$171,786          | 100.00%       |
| Layout                                            | \$7,200            | \$7,200            | 100.00%       |
| Safety                                            | \$7,200            | \$7,200            | 100.00%       |
| <b>025150 - Concrete Paving</b>                   |                    |                    |               |
| Site paving                                       | \$217,282          | \$217,282          | 100.00%       |
| <b>025200 - Site Utilities</b>                    |                    |                    |               |
| All site utilities                                | \$861,134          | \$215,284          | 25.00%        |
| <b>026120 - Bituminous Pavement</b>               |                    |                    |               |
| Level 1 of parking structure                      | \$859,323          | \$0                | 0.00%         |
| <b>029210 - Landscaping</b>                       |                    |                    |               |
| Seeding and mulching                              | \$12,500           | \$12,500           | 100.00%       |
| <b>Total for MOD 4 East Parking Structure</b>     | <b>\$3,042,753</b> | <b>\$1,307,514</b> | <b>42.97%</b> |
| <b>TOTAL CONTRACT AMOUNT</b>                      | <b>\$3,042,753</b> | <b>\$1,307,514</b> |               |
| <b>Amount goal is calculated against:</b>         |                    | <b>\$3,042,753</b> |               |
| <b>Construction Goal of 25%:</b>                  |                    |                    |               |
| Required contract amount -                        | \$760,688          |                    |               |
| Potential M/WBE Participation from schedule -     | \$1,307,514        |                    |               |
| Potential M/WBE Participation from schedule -     | 42.97%             |                    |               |



# M/WBE GOALS SCHEDULE CHART - BP #3

## DIA MOD 4 East Parking - M/WBE Participation Summary

| WORK SCOPES                                                                      | Value per Contract | M/WBE potential | %       |
|----------------------------------------------------------------------------------|--------------------|-----------------|---------|
| <b>033000 - Cast-in-Place Concrete</b>                                           |                    |                 |         |
| Int parking structure concrete - curb & gutters, slabs, topping                  | \$298,107          | \$298,107       | 100.00% |
| <b>048100 - Masonry</b>                                                          |                    |                 |         |
| Walls at electrical and elevator cores                                           | \$116,096          | \$116,096       | 100.00% |
| <b>051200 - Structural Steel Framing</b>                                         |                    |                 |         |
| Fabricate steel and erection at elevator core                                    | \$1,301,587        | \$1,301,587     | 100.00% |
| Metal Deck, stairs and railing                                                   | inc                |                 |         |
| <b>055000 - Metal Fabrications</b>                                               |                    |                 |         |
| Pipe Guards                                                                      | \$50,000           | \$50,000        | 100.00% |
| Bollards                                                                         | \$20,400           | \$20,400        | 100.00% |
| <b>060000 - Rough Carpentry / Backing &amp; blocking</b>                         |                    |                 |         |
| Electrical backboards, roof blocking                                             | \$7,500            | \$0             | 0.00%   |
| <b>070000 - Waterproofing, dampproofing, sealants, sealer &amp; roofing</b>      |                    |                 |         |
| Concrete sealer                                                                  | \$46,700           | \$46,700        | 100.00% |
| Clear sealer                                                                     | \$86,656           | \$86,656        | 100.00% |
| Traffic topping                                                                  | \$29,600           | \$29,600        | 100.00% |
| Expansion joints                                                                 | \$184,210          | \$184,210       | 100.00% |
| Bituminous dampproofing                                                          | \$28,490           | \$28,490        | 100.00% |
| EPDM roofing and flashing                                                        | \$24,040           | \$24,040        | 100.00% |
| Joint Sealants                                                                   | \$48,009           | \$48,009        | 100.00% |
| <b>080000 - Doors, frames, hardware, storefront, curtainwall and entry doors</b> |                    |                 |         |
| HM Doors, Frames and Hardware                                                    | \$35,474           | \$0             | 0.00%   |
| Aluminum Storefront                                                              | included below     |                 |         |
| Automatic Entrance Doors                                                         | \$33,267           | \$33,267        | 100.00% |
| Glazed Aluminum Curtain wall                                                     | \$578,338          | \$578,338       | 100.00% |
| <b>090000 - Gypsum Board, ACT, resilient floor tile, painting and striping</b>   |                    |                 |         |
| Gypsum Board                                                                     | \$19,960           | \$19,960        | 100.00% |
| Acoustical Ceiling Tile                                                          | \$7,000            | \$7,000         | 100.00% |
| Resilient Floor Tile                                                             | \$18,791           | \$0             | 0.00%   |
| Painting                                                                         | \$75,000           | \$75,000        | 100.00% |
| Pavement Markings                                                                | \$147,979          | \$147,979       | 100.00% |
| <b>100000 - Specialties</b>                                                      |                    |                 |         |
| Bird Control                                                                     | \$20,000           | \$0             | 0.00%   |
| Signage                                                                          | \$796,120          | \$0             | 0.00%   |

| <b>Miscellaneous</b>                               |                    |                    |               |
|----------------------------------------------------|--------------------|--------------------|---------------|
| <b>General Conditions / Indirect Costs</b>         | <b>\$2,549,315</b> | <b>\$382,397</b>   | <b>15.00%</b> |
| Safety, Clean-up, Dumpsters, Office supplies, etc. |                    |                    |               |
| <b>Fees</b>                                        | <b>\$1,476,165</b> | <b>\$0</b>         | <b>0.00%</b>  |
| <b>Insurance</b>                                   | <b>\$107,722</b>   | <b>\$0</b>         | <b>0.00%</b>  |
| <b>Permits</b>                                     | <b>\$20,000</b>    | <b>\$0</b>         | <b>0.00%</b>  |
| <b>Bonds</b>                                       | <b>\$154,447</b>   | <b>\$0</b>         | <b>0.00%</b>  |
| <b>Total for MOD 4 East Parking Structure</b>      | <b>\$8,280,973</b> | <b>\$3,477,836</b> | <b>42.00%</b> |
| <b>TOTAL CONTRACT AMOUNT</b>                       |                    |                    |               |
|                                                    | <b>\$8,280,973</b> | <b>\$3,477,836</b> |               |
| <b>Amount goal is calculated against:</b>          |                    | <b>\$8,280,973</b> |               |
| <b>Construction Goal of 25%:</b>                   |                    |                    |               |
| Required contract amount -                         | <b>\$2,070,243</b> |                    |               |
| Potential M/WBE Participation from schedule -      | <b>\$3,477,836</b> |                    |               |
| Potential M/WBE Participation from schedule -      | <b>42.00%</b>      |                    |               |

# EXHIBIT Q

## OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

DIA Mod 4 East Parking Structure

Contract Number 201209030

September 2014

DEPARTMENT OF AVIATION  
City & County of Denver



AIRPORT INFRASTRUCTURE MANAGEMENT

# INSURANCE

# REQUIREMENTS

The insurance requirements which apply to this contract are contained in the pages immediately following this page which include the following attachments:

1. Exhibit Q, Owner Controlled Insurance Program (ROCIP)

**The following link contains important information to ensure that all costs are captured within your bid proposal.**

2. Safety Manual, Owner-Controlled Insurance Program (ROCIP)  
<http://business.flydenver.com/bizops/documents/safetyManualOCIPAttach3.pdf>

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

**EXHIBIT Q**  
**OWNER CONTROLLED INSURANCE PROGRAM (ROCIP)**

**1.0 Definitions**

|                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Certificate of Insurance:</b>                   | Evidence of the insurance coverage afforded under the ROCIP. Also, evidence of insurance coverage provided by Enrolled Parties for automobile liability and offsite exposures.                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Contract:</b>                                   | The written agreement between the City and Contractor describing the Work, Contract Terms and Conditions, or a portion thereof. Also includes a written agreement between a Contractor and any tier of subcontractor.                                                                                                                                                                                                                                                                                                                                                            |
| <b>Contractor:</b>                                 | Prime Contractor, subcontractors of any tier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Contractor insurance cost</b>                   | The Costs of ROCIP Coverage is defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to the ROCIP Program.                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>City (Sponsor):</b>                             | City of Denver                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Owner Controlled Insurance Program (ROCIP):</b> | A coordinated insurance program providing certain coverage, as defined herein, for the City, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Eligible Employees:</b>                         | Employees of Enrolled Subcontractors who are not excluded from the ROCIP under the "Excluded Parties" definition.                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Enrolled Parties:</b>                           | 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.                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Excluded Parties:</b>                           | Parties not covered by the ROCIP because of ineligibility. No insurance coverage provided by City under the ROCIP shall extend to the activities or products of the following:<br><br><ol style="list-style-type: none"><li>(1) Any person or organization that fabricates or manufactures products, materials or supplies away from the Project Site(s);</li><li>(2) Hazardous materials remediation, removal, or transportation companies and their consultants;</li><li>(3) Any architect, engineer or surveyor and their consultants except when approved by City;</li></ol> |

- (4) Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Site;
- (5) Contractors and their subcontractors and subconsultants and any employee of an Enrolled Party, who does not work at the Project Site;
- (6) Any employees of an Enrolled Party who occasionally visits the Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason;
- (7) Persons or entities who are not enrolled parties or included as insureds within the policies;
- (8) Any Day Labor Employees (labor service employees whose coverage is provided by their employer); or
- (9) Any other person or entity specifically excluded by City, in its sole discretion, from participation as Enrolled Parties.

|                                         |                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Insured:</b><br>(liability policies) | The City, Contractor and Enrolled Parties and their Eligible Employees and any other party named in the insurance policies.                                                                                                                                                                                                                                   |
| <b>Insurers</b>                         | Those Insurance Companies providing the ROCIP insurance coverage. The Insurers will be identified in the ROCIP Manual.                                                                                                                                                                                                                                        |
| <b>Net Bid:</b>                         | 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 ROCIP Administrator through the providing of contractors' rate and declaration pages from their Insurance policies. |
| <b>ROCIP Administrator:</b>             | Insurance services firm selected by the City to administer the ROCIP and provide insurance brokerage services as required.                                                                                                                                                                                                                                    |
| <b>ROCIP Manual:</b>                    | A reference document provided to contractors of all tiers, which summarizes the terms and provisions of the ROCIP and provides information about compliance with ROCIP requirements.                                                                                                                                                                          |
| <b>Off-Site Work</b>                    | Work performed away from the Project Site.                                                                                                                                                                                                                                                                                                                    |
| <b>Payroll:</b>                         | For purposes of the ROCIP only, refers to Unburdened Straight                                                                                                                                                                                                                                                                                                 |

Time Payroll per Workers Compensation Class Code.

- Project:** The Project as defined in the contract documents and as described in the Declarations of the ROCIP policies.
- Project Site:** Those areas designated in writing by The City of Denver in a Contract document for performance of the Work and such additional areas as may be designated in writing by The City of Denver for Contractor's use in performance of the Work. Subject to ROCIP Insurers 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 The City of Denver, (3) 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 worker's compensation policy included in the ROCIP, but excluding any permanent locations of Contractor or such covered Subcontractors.
- 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.

## 2.0 General Information

- 2.1 **Insurance Provided by City.** City has arranged for this Project to be insured under an ROCIP. Coverage shall be provided for Workers' Compensation, Employer's Liability, General Liability, Excess Liability, Builders Risk (if applicable) and Contactors Pollution Liability 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 City, except as otherwise provided herein.
- 2.2 **Enrollment Required.** Parties performing labor or services at the Project site are eligible to enroll in the ROCIP, unless they are Excluded Parties (as defined herein). Participation in the ROCIP is mandatory but not automatic. Parties eligible for enrollment shall follow the procedures and use the forms provided in the ROCIP

- manual to enroll in the ROCIP. When the Contractor and Subcontractors and lower-tier subcontractors are properly enrolled in the ROCIP, the ROCIP Administrator will issue or have issued to the Contractor, Subcontractor and lower-tier subcontractors, prior to their commencing Work on the Project Site, a Certificate of Insurance evidencing the coverage arranged by City.
- 2.4 **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 every tier exclude from their cost of work, normal costs for insurance without an ROCIP for those coverages provided under the ROCIP. The calculation of these costs will be determined using the forms found in the ROCIP Manual. The Costs of ROCIP Coverage includes reductions in insurance premiums, all relevant taxes and assessments, markup on insurance premiums, and losses retained through large deductibles or self-insured retentions, or self-funded other programs. Change orders shall also exclude the Cost of ROCIP Coverage.
- 2.5 **Insurance Premiums.** City will pay the insurance premiums for the ROCIP coverage. The City 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 the City the right to receive all such adjustments, and will require that each subcontractor of every tier assign to City all such adjustments. The Contractor and the Subcontractors who are Enrolled Parties shall execute such further documentation as may be required by City to accomplish this assignment.
- 2.6 **Off Site Operations.** The ROCIP will provide certain insurance coverage for the City, 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 the City and when all operations at such site are identified and solely dedicated to the Project. Contractors and Subcontractors are responsible to notify the ROCIP Administrator in writing, to request coverage for specified off-site operations. Coverage is not provided at the site unless confirmed in writing by the ROCIP Administrator.
- 2.7 **ROCIP Manual.** As soon as practicable, an ROCIP Manual will be sent to the Enrolled Party and will become a part of the Contract and Contractor's Subcontract with Subcontractor. The ROCIP Manual will contain the administrative and claim reporting procedures. Contractor agrees to and will require that its Subcontractors and their lower-tier subcontractors also cooperate with the ROCIP Administrator in providing all information as required in the ROCIP Manual.
- 2.8 **Conflicts.** The descriptions of the ROCIP Coverages set forth in this Section are not intended to be complete or meant to alter or amend any provision of the actual ROCIP Policies. The ROCIP coverages and exclusions are set forth in full in their respective policy forms. In the event of a conflict or omission between the coverages described in the ROCIP Policies and the coverages summarized or described in the



ROCIP Manual, this Section or elsewhere in the Contract Documents, the coverages and coverage amounts set forth in the actual ROCIP Policies issued by the ROCIP Insurers shall control. In the event of a conflict between the provisions of this Section and the ROCIP Manual that does not involve any conflict with the provisions of the actual ROCIP Policies issued by the ROCIP Insurers, then the provisions of this Section shall govern.

### 3.0 Summary of Insurance Coverage

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

#### **Workers' Compensation & Employer's Liability:**

**Coverage:** Statutory limits required by the Workers' Compensation Laws of the State of Colorado:

**Part One:** Workers' Compensation: Statutory Limits

**Part Two:** Employer's Liability:

|                            |                           |
|----------------------------|---------------------------|
| Bodily Injury by Accident: | \$2,000,000 each accident |
| Bodily Injury by Disease:  | \$2,000,000 each employee |
| Bodily Injury by Disease:  | \$2,000,000 policy limit  |

#### **General Liability** (excluding Automobile Liability and Professional Liability):

**Coverage:** Third party personal injury, bodily injury and property damage liability

#### **Limits of Liability:**

|                                         |              |
|-----------------------------------------|--------------|
| Each Occurrence Limit                   | \$ 2,000,000 |
| General Aggregate                       | \$ 4,000,000 |
| Products/Completed Operations Aggregate | \$ 4,000,000 |
| Personal/Advertising Injury Aggregate   | \$ 2,000,000 |

Above limits are shared for all Roadway Projects/Contracts.

**Excess/Umbrella Liability Insurance (limits noted are minimum limits. The City may elect to provide higher limits, based on the size of the Project):**

**Coverage:** Written on a following form basis over the primary policies.

#### **Minimum Limits of Liability:**

|                                         |                      |
|-----------------------------------------|----------------------|
| Each Occurrence                         | \$50,000,000 or more |
| General Aggregate                       | \$50,000,000 or more |
| Products/Completed Operations Aggregate | \$50,000,000 or more |

Products/Completed Operations coverage will extend to the statute of limitations.

Excess Limits above the first \$50,000,000 may apply to all Projects placed under the City's ROCIP. .

**General Liability Insurance Claim Chargeback.** A claims charge-back will be assessed for the amount of any loss payable under the ROCIP Commercial General Liability Policy. The Enrolled Party primarily responsible for causing any bodily injury or property damage liability loss shall be responsible for payment of the charge-back. The charge-back will be calculated on the following sliding scale:

For each Contract Per Occurrence:

- \$1,000 for Enrolled Party with contracts up to \$100,000
- \$5,000 for Enrolled Party with contracts between \$100,001 and \$250,000
- \$10,000 for Enrolled Party with contracts between \$250,001 and \$500,000
- \$25,000 for Enrolled Party with contracts over \$500,000

**Contractors Pollution Liability Insurance (limits noted are minimum limits. The City may elect to provide higher limits, based on the size of the Project):**

Unless other provided, the City shall purchase Contractors Pollution Liability arising from claims for pollution incidents arising from Work or services performed under contract at or from the designed Project Site.

**Coverage:** Liability or responsibility for unexpected and unintended pollution conditions resulting in bodily injury, property damage or environmental damage from pollution conditions caused by covered operations including completed operations. Coverage includes microbial matter and legionella pneumophila in any structure on land and the atmosphere contained with the structure.

**Limits of Liability:**

|                   |                      |
|-------------------|----------------------|
| Each Loss:        | \$10,000,000 or more |
| Policy Aggregate: | \$10,000,000 or more |

Products/Completed Operations coverage may extend for a minimum of eight (8) years after final completion of the Project.

**Contractors Pollution Insurance Claims Chargeback.** A claims charge-back will be assessed for the amount of any loss payable under the Contractors Pollution. Up to the first \$5,000 of any loss will be paid by Contractor. This includes all expenses or claim payments incurred by the ROCIP Insurer for losses attributable to the

Contractor's work, acts or omissions, or the work, acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible subcontractor but in no event may require total subcontractor reimbursement in excess of \$5,000.

### **Builder's Risk Insurance (if required)**

Unless otherwise provided, the City shall purchase and maintain, builder's risk (and/or Installation Floater) in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis (as defined in the builders' risk policy). Such builders risk insurance shall end when the first of the following occurs: 1) the City's interest in the Work ceases; 2) the policy expires or is cancelled; or 3) the Work is accepted by the City.

Builders' 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 portion of the Work stored off site, and also portions of the Work in transit.

The City and Contractor shall waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by builders 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 the City as fiduciary. The City or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, and they subcontractors, sub-subcontractors, agents and employees of any of them, 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.

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

- 3.2 **Insurance provided by Enrolled Parties.** At their own expense, the Enrolled Parties of all tiers must carry the following minimum coverage and limits:

**Commercial Automobile Liability Insurance** for contract work both occurring on-site and off-site with limits of liability not less than:

\$2,000,000 Combined Single Limit

This insurance must apply to all owned, leased, non-owned or hired vehicles to be used in the performance of work. Such insurance shall allow contractor to waive subrogation against the City and/or its representatives and all Contractors and Subcontractors prior to loss or shall include a waiver of the insurer's right of subrogation. Contractor hereby waives rights of subrogation against City and/or its representatives and all Contractors and Subcontractors. **If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.**

**Off-Site Workers' Compensation Insurance**, including Employer's Liability with minimum limits of

\$1,000,000 Bodily Injury with Accident – Each Accident  
\$1,000,000 Bodily Injury with Disease – Policy Limit  
\$1,000,000 Bodily Injury with Disease – Each Employee

Coverage to protect Contractor/Subcontractor from and against all claims arising from performance of Work outside the Project Site under the Contract. Such insurance (where permissible by law) shall waive subrogation against the City and/or its representatives and all Contractors and Subcontractors

**Off-Site Commercial General Liability Insurance** for Contract operations not physically occurring within the Project Site with a limit of liability not less than:

Primary Insurance

\$1,000,000 Each Occurrence  
\$1,000,000 Personal Injury and Advertising Injury  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate

Such policy shall include coverage for contractual liability assumed under the Contract, contractors' protective liability, and explosion, collapse and underground property damage hazards. The Policy Form should be CG 00 01 or equivalent. Contractor and Subcontractors of all tiers will be required to provide additional Insured status to the City for general liability policies in the name of:

CITY AND COUNTY OF DENVER AND THE DEPARTMENT AVIATION, AND MEMBERS OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF DENVER AND THE DEPARTMENT OF AVIATION, AND THE OFFICERS, AGENTS AND EMPLOYEES OF THE CITY AND COUNTY OF DENVER AND THE DEPARTMENT OF AVIATION, INDIVIDUALLY AND COLLECTIVELY, AS ADDITIONAL INSUREDS

The additional Insured status shall provide coverage for the Premises/Operations and Products/Completed Operations exposures and shall indicate that such coverage is primary to any insurance carried by the City.

3.2.1 **Insurance provided by Enrolled Parties for Special Situations.** The Contractor or Subcontractor of any tier, at its own expense, shall provide and maintain the following insurance of the type and in limits as set forth by City risk management should construction operations warrant such coverage.

**Aircraft/Aviation Liability.** Should aircraft of any kind be used by the Contractor, or by anyone else on its behalf, the Contractor shall contact City risk management to ensure the appropriate aircraft/aviation liability is in place. All limits, coverages, and endorsements will be set and enforced by City risk management.

3.3 **Insurance Requirements for Excluded Parties.** Contractor and each Subcontractor and its lower-tier subcontractors shall require all Excluded Parties, as defined herein, to provide and maintain insurance of the type and in limits as set forth in the Contractor Subcontract Agreement. The ROCIP, ROCIP Policies, and ROCIP Coverage shall not apply to Excluded Parties, even if erroneously enrolled in the ROCIP. Excluded Parties and parties no longer enrolled or covered by the ROCIP or erroneously enrolled in the ROCIP shall obtain and maintain, and require by contract that each of their lower-tier Subcontractors obtain and maintain at a minimum, the insurance coverage required by Section 3.2 above, and as required by the ROCIP Manual.

#### 4.0 Contractor Warranties and Agreements

4.1 **Accuracy of Contractor-provided Information.** Contractor warrants that all information submitted to the City or the ROCIP Administrator is accurate and complete to the best of its knowledge. Contractor will notify the City or

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 ROCIP policy terms, conditions, and limits of liability in this document, as well as the ROCIP Manual, are for reference only. Contractor and its subcontractors are responsible for conducting their own independent review and analysis of the ROCIP coverage in formulating any opinion or belief as to the applicability to 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 the insurers, the City, the Auditor of the City, and the representatives of the aforesaid parties in the event of an audit. In the event that a City audit of Contractor's records, as permitted in the Contract or other ROCIP documents, reveals a discrepancy in the insurance, payroll, safety, or any other information required to be provided to City or ROCIP Administrator, or reveals inclusion of costs for ROCIP coverage in any payment for the work, City 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 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.

## 5.0 Contractor Obligations

- 5.1 **ROCIP Documents shall be provided to Subcontractors.** Contractor shall furnish each bidding Subcontractor, vendor, supplier, material dealer or other party a copy of this ROCIP Exhibit and the ROCIP 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 ROCIP within five (5) days request by City or its ROCIP Administrator. Contractor shall notify each Subcontractor of the procedure for enrolling in City's ROCIP and confirm that enrollment is mandatory but not automatic. Contractor shall assure that Subcontractor and its lower-tier subcontractors shall not commence work until verification of enrollment is confirmed by the ROCIP Administrator by the issuance of a Certificate of Insurance.
- 5.3 **Compliance with Conditions.** Contractor shall not violate any condition of the policies of insurance provided by City under the terms of this ROCIP Exhibit or the ROCIP 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 and their lower-tier subcontractors.

- 5.4 **Claims Cooperation.** Contractor shall participate in the claim reporting procedures of City's ROCIP. 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 the Insurer in all claims and demands which City's Insurer(s) is called upon to adjust or to defend against. Contractor shall take all necessary action to assure that its Subcontractors and their lower-tier subcontractors comply with any such 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 City or ROCIP Administrator on the form required in the ROCIP manual. This reporting form will be provided to all Contractors at time of enrollment into the ROCIP. Failure to submit these reports may result in funds being held or delayed from monthly progress payments. The form must be submitted for each month, including zero (0) payroll, if applicable, until completion of the Work under each Contract and Subcontract. For those Subcontractors and lower-tier subcontractors performing Work under multiple Subcontracts, a separate form 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 City or the ROCIP Administrator shall be provided by the Contractor within three (3) business days of the request. Contractor agrees (and will require each Subcontractor to agree) that City, City's insurer or City's representative may audit the Contractor's or Subcontractor's records and the records of lower-tier subcontractors 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, Subcontractor and lower-tier subcontractors shall cooperate with City, ROCIP Administrator and ROCIP insurers.
- 5.7 **Responsibility for Safety.** Notwithstanding the 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 by the terms of the ROCIP 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.

## **6.0 Notices, Costs**

- 6.1 **Limitations on City Provided Coverage.** City assumes no obligations to provide insurance other than that evidenced by the policies referred to in Paragraph 3.1 and subparagraphs. City, 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 Paragraph 3.1 and the costs of such insurance shall be paid by City. The ROCIP also does not cover Workers' Compensation claims or Commercial General Liability claims arising from "Off-Site Work."
- 6.2 **Contractors Responsible for Own Equipment.** Contractors' Equipment insurance for all construction tools and equipment whether owned, leased, rented, borrowed or used on work at the Project Site is the responsibility of the Contractor and/or Subcontractor, and the City shall not be responsible for any loss or damage to tools and equipment. This Contractors' Equipment insurance shall contain a waiver of subrogation against City and/or its representatives and all approved Contractors and Subcontractors. If an individual Enrolled Party does not purchase such insurance, that Enrolled Party will hold harmless City and/or its representatives and other Enrolled Parties for damage to tools and equipment.
- 6.3 **No Release; No Waiver of Immunity.** The provision of the ROCIP shall in no way be interpreted as relieving CM or any Subcontractor of any responsibility or liability under the Contract Documents, the ROCIP 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, its officers, officials and employees, 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 the City, its officers, officials and employees.
- 6.4 **City Right to Withhold Payments.** In addition to any other rights of withholding that City may have under the Contract Documents, City 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 or the ROCIP Manual. City may withhold from any payment owing to Contractor the Costs of ROCIP Coverage if included in a request for payment. Such withholding by City shall not be deemed to be a default under the Construction Contract. City shall withhold from Contractor the Costs of ROCIP Coverage attributable to an increase in an Enrolled Party's total payroll for the Work over the amount reported to City and ROCIP Administrator at time of enrollment in the ROCIP.



- 6.5 **City Remedies.** Without limitation upon any of City's other rights or remedies, any failure of an Enrolled Party to comply with any provision of this Exhibit or the ROCIP Manual shall be deemed a material breach of the Construction Contract, thereby entitling City, at its option, upon notice to Contractor, to suspend performance by Contractor, without any adjustment to Contract Sum Payable or Contract Time, until there is full compliance, or (2) or terminate this Construction Contract for cause.
- 6.6 **Off-Site Storage.** Unless otherwise provided in the Contract Documents, the property insurance provided by the City shall not cover portions of the Work stored off the Site without written approval of the City. Contractor shall be responsible for reporting such property or work if ownership has been transferred to the City. 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 the insurance company or companies providing builders risk and/or property insurance have consented to such partial occupancy or use by endorsement or otherwise. The City and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies 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 **City Right to Exclude Parties from ROCIP.** City reserves the right to exclude any Subcontractor from the ROCIP, before or after enrollment by the Subcontractor into the ROCIP. If City elects to exclude a Subcontractor from the ROCIP, the Contractor will be responsible for ensuring the insurance coverage outlined in the Contractor's Subcontract Agreement are provided to the City or ROCIP Administrator before the Subcontractor can begin or resume work on the Project.
- 6.9 **City's Right to Modify or Discontinue ROCIP Coverages.** The City may, for any reason, modify the ROCIP Coverages, discontinue the ROCIP, not bind the ROCIP Coverages, or request that Contractor or any Subcontractor withdraw from the ROCIP upon thirty (30) Days' written notice. The Contractor and the Subcontractors shall in such an event secure and maintain such insurance as is required to provide replacement coverage comparable to that provided under the 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 or ROCIP Reference Guide, 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 issuing such replacement insurance shall be subject to the City's prior written approval.
- 6.10 **City Right to Purchase Other Coverages.** The City reserves the right at its option, and without obligation to do so, to furnish other insurance coverage of various types

and limits if such coverage is not less than that specified in the Contract Documents to be provided by the City. Apart from the ROCIP Coverages, the City 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.

# EXHIBIT Q.1

## CERTIFICATE OF INSURANCE

DIA Mod 4 East Parking Structure

Contract Number 201209030

September 2014

DEPARTMENT OF AVIATION  
City & County of Denver



**DENVER INTERNATIONAL AIRPORT**

AIRPORT INFRASTRUCTURE MANAGEMENT

**CITY AND COUNTY OF DENVER  
CERTIFICATE OF INSURANCE FOR DEPARTMENT OF AVIATION**

Original COI

Advice of Renewal

Change

Party to Whom this Certificate is Issued:

Name and Address of Insured:

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

**CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201209030 – Module 4 East Parking Structure Design and Build**

**I. MANDATORY COVERAGE**

**Colorado Workers' Compensation and Employer Liability Coverage**

**Coverage:** COLORADO Workers' Compensation

**Minimum Limits of Liability (In Thousands)**

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

**Any Policy issued under this section must contain, include or provide for the following:**

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.

**Commercial General Liability Coverage**

**Coverage:** Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

**Minimum Limits of Liability (In Thousands):**

|                                                |         |
|------------------------------------------------|---------|
| Each Occurrence:                               | \$1,000 |
| General Aggregate Limit:                       | \$2,000 |
| Products-Completed Operations Aggregate Limit: | \$2,000 |
| Personal & Advertising Injury:                 | \$1,000 |
| Fire Damage Legal - Any one fire:              | \$1,000 |

**Any Policy issued under this section must contain, include or provide for the following:**

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy \_\_\_Project \_\_\_Location\_\_\_, if applicable

**Business Automobile Liability Coverage**

**Coverage:** Business Automobile Liability (coverage at least as broad as ISO form CA0001)

**Minimum Limits of Liability (In Thousands):** Combined Single Limit \$1,000

**Any Policy issued under this section must contain, include or provide for the following:**

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

## **II. ADDITIONAL COVERAGE**

### **Umbrella Liability**

**Coverage:**

|                                                   |                               |         |
|---------------------------------------------------|-------------------------------|---------|
| <b>Umbrella Liability, Non Restricted Area</b>    |                               |         |
| <b>Minimum Limits of Liability (In Thousands)</b> | Each Occurrence and aggregate | \$2,000 |

**Any Policy issued under this section must contain, include or provide for the following:**

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. **If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.**

### **Professional Liability, Design, Engineering and Construction Supervision**

**Coverage: Professional Liability**

|                                                   |           |         |
|---------------------------------------------------|-----------|---------|
| <b>Minimum Limits of Liability (In Thousands)</b> | Per Claim | \$5,000 |
|---------------------------------------------------|-----------|---------|

**Any Policy issued under this section must contain, include or provide for the following:**

1. Coverage must extend, by endorsement or otherwise, to cover the full scope of any and all environmental work performed under the insured's contract with the City.
2. Coverage shall extend to cover the full scope of all cost estimating work performed under the insured's contract with the City.
3. Coverage shall apply for three (3) years after project is complete.
4. Coverage is to be on a primary basis, if other professional coverage is carried.

### **Builders' Risk Insurance or Installation Floater**

|                                                   |                       |
|---------------------------------------------------|-----------------------|
| <b>Minimum Limits of Liability (In Thousands)</b> | Completed Value Basis |
|---------------------------------------------------|-----------------------|

Unless otherwise provided, the Insured shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, Builders' Risk Insurance in the amount of the initial Contract Sum, plus value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire Project at the site on a replacement cost basis.

- a. Policy must provide coverage from the time any covered property becomes the responsibility of the Insured, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- b. Such Builders' Risk Insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until formal acceptance of the project by the owner (DIA) or the placement of permanent property insurance coverage, whichever is later.
- c. The Builders' Risk insurance shall include interests of the Denver International Airport and if applicable, affiliated or associate entities, the General Contractor, subcontractors and sub-tier contractors in the Project.
- d. The Builders Risk insurance shall be written on a **Special Completed Value** Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below

and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading.

- e. The Builders' Risk shall include a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. City and County of Denver Contractor shall take reasonable steps to obtain consent of the insurance company and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy. The Builder's Risk Policy shall remain in force until acceptance of the project by the City.
- f. Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) shall be included as required by the Contract Documents or by law, which shall specifically covers insured equipment during installation and testing (including cold and hot testing).

**The deductible shall not exceed \$25,000 and shall be the responsibility of the Contractor except for losses that involve all Acts of God such as flood, earthquake, windstorm, tsunami, or volcano.**

### III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A -VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this Certificate of Insurance shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

### NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.