



REQUEST FOR PROPOSALS
**ON-CALL GENERAL
CONSTRUCTION**

CONTRACT NO: 201525269

December 2015

Swinerton Builders

DEPARTMENT OF AVIATION
City & County of Denver
Kim Day, Chief Executive Officer

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PART II TECHNICAL PROVISIONS
(The following documents are published separately;
they ARE NOT included in this document)

VOLUME 2:

DIVISION 1: GENERAL REQUIREMENTS

**CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION - DENVER INTERNATIONAL AIRPORT
ON-CALL GENERAL CONSTRUCTION
CONTRACT NO. 201525269**

NOTICE OF INVITATION FOR PROPOSALS

Denver, Colorado

December 28, 2015

The Department of Aviation, City and county of Denver, has issued an Invitation for Proposals for the construction project named above. Complete contract documents, including specifications, are available on the DIA Contract Procurement website at <http://business.flydenver.com/bizops/bids.asp> beginning December 28, 2015.

SEALED PROPOSALS will be received no later than **2:00 P.M., Local Time, Tuesday, February 2, 2016** and delivered to Amy Kuchno, Room 8810, Airport Office Building (AOB), Denver International Airport, 8500 Peña Blvd., Denver, CO 80249-6340 and accessed by the Concourse A Walking Bridge. Respondents should submit the six (6) proposals in Adobe format on separate media (i.e. USB Flash Drive, Compact Disc, etc.) indicating the Contract number, Contract name and respondents organization.

A PRE-PROPOSAL CONFERENCE will be held at **2:00 PM, Tuesday, January 12, 2016**, in the triple wide trailer, located within the DIA South Campus at 7128 North Trussville Street, Unit A, Denver, CO 80249 (F.K.A. 27301 E. 71st Ave, Unit #2).

GENERAL STATEMENT OF WORK: The project consists of an ON-CALL GENERAL CONSTRUCTION contract to provide on-call construction services for various projects at the Denver International Airport. The scopes of these projects vary widely. A general contract is needed to lead each of these projects and coordinate all the construction activities. The types of projects could include, but not limited to, gate expansion, office remodel, concourse renovation, interior finishes, structural repairs, apron concrete repair and paving, gate relocation, etc. Projects will be incorporated into the contract through task orders. Performance time will be established per task within a three (3) year period, or until the maximum authorized contract amount is reached, whichever occurs first. The City may issue multiple contracts based on this RFP.

PREQUALIFICATION: Each proposer must be pre-qualified in the category of 2(A) Buildings: General at the \$6,000,000.00 (six million dollars) level, in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Each proposer must have submitted a prequalification application a minimum of ten (10) calendar days prior to the proposal opening date. Applications must be submitted to the Department of Public Works, Prequalification Section, 201 West Colfax Avenue, Department 506, Denver, Colorado 80202. To view the Rules and Regulations and to obtain a prequalification application, please visit our website at www.denvergov.org/prequalification or call 720-865-2539 for prequalification information ONLY.

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION: Pursuant to Article III, Division 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, the Project goal of **30% M/WBE** must be met with certified participants, or through the demonstration of a sufficient good faith effort. For compliance with good faith requirements, the M/WBE percentage solicitation level required for this project is 100%.

MISCELLANEOUS: As its best interests may appear, the City and County of Denver reserves the right to reject any or all proposals and to waive informalities in proposals.

Published in the Daily Journal December 28, 29, and 30, 2015

INSTRUCTIONS TO PROPOSERS

IP-1 INSTRUCTIONS TO PROPOSERS

These Instructions to Proposers are a part of the Contract Documents and are intended to serve as a guide to Proposers. They are general in nature and may be amended or supplemented as needed to support any one specific invitation to Proposal. Each Proposer shall prepare its Proposal in strict compliance with all requirements of the Contract Documents and by careful application of these instructions.

IP-2 SUBMISSION OF PROPOSALS

These Contract Documents contain Proposal Forms and Proposal Data Forms. The Proposer must complete these Proposal Forms and Proposal Data Forms and submit them as its Proposal.

Each Proposal must be enclosed in a sealed envelope, addressed to the Chief Executive Officer (CEO), showing on the face of the envelope the name of the Proposer, the project number, and descriptive title of the work for which the offer is made. The Notice of Invitation for Proposals identifies where and when the Proposal must be delivered.

Addenda to the contract documents will be issued by publication in their entirety on the DIA Contract Procurement Website, <http://business.flydenver.com/bizops/rfp.asp>, from which each addendum document may be downloaded by plan holders. Such addenda may include replacements for or additions to some or all of the pages of the Proposal Forms, and all Proposal Form pages added by addendum shall be submitted with the Proposal Forms. Either a complete addendum or a notice of its issuance will be posted on the Contractor's Bulletin Board. Prior to submitting proposals, Proposers shall read the Contractor's Bulletin Board and/or DIA Contract Procurement website to confirm that they have received all addenda.

If Sensitive Security Information ("SSI") will be provided to potential proposers prior to award of the Contract, each proposer shall be required to comply with Department of Aviation, Standard Policies and Procedures No. 6003, "Contractor Protection of Sensitive Security Information," or its successor. A copy of this Policies and Procedures document will be provided with the Proposal Documents, or upon request by the Department of Aviation, Business Management Services Office. Each proposer shall submit one (1) original and one (1) copy of the following, completed and executed in accordance with the Contract Documents:

- (1) The separately bound Proposal Forms booklet;
- (2) All Proposal Form pages not bound in such booklet which are included in any addendum to the Contract Documents;

IP-3 COMPLETING AND SIGNING PROPOSAL FORMS

The Proposer must complete the Proposal Forms by legibly writing or printing in ink, words or figures, or both if required, all the Proposer's offered prices for performing the work. All blank spaces that require a response of the Proposer must be properly filled in. In filling out the Proposal Forms, the Proposer should not make any strikeouts, interlineations, white outs, or erasures.

For any contracts containing unit prices, the Proposer shall specify in the Proposal Forms a unit price for each item for which a quantity is given and shall write in figures the products of the respective unit prices and quantities in the "Amount" column provided for that purpose.

Each Proposer must sign the Proposal Forms and give the Proposer's current business address. If an individual, the signature must be of the individual offering the Proposal; if a partnership, the signature must be that of a general partner; and if a joint venture, by each joint venture participant in their individual capacity as a corporation, partnership, or individual; if a corporation, both the president or a vice president and the secretary must sign and the seal of the corporation must be affixed. Signatures of other persons may be acceptable if the Proposal contains evidence satisfactory to the Manager to prove that the other persons are authorized to bind the Proposer.

IP-4 UNACCEPTABLE PROPOSALS

The City will not accept Proposals from Proposers in arrears to the City upon debt or contract, or which are defaulters (as surety or otherwise) upon any obligation to the City, or that are deemed irresponsible or unreliable by the CEO. A history or pattern of litigation against the City and County of Denver by any Proposer, proposed subcontractor, interested party, or any person, firm, or corporation affiliated with any Proposer, among other items, will be considered by the Manager in determining the responsibility and reliability of Proposers. Proposers may be required to submit satisfactory evidence that they have a practical knowledge of the particular work proposed upon and that they have the necessary financial resources to complete the proposed work.

IP-5 ONLY ONE PROPOSAL ACCEPTED

The City will accept only one Proposal for the same work (Contract) from any one Proposer. This includes Proposals that may be submitted under different names by one firm or corporation. Evidence of collusion among Proposers shall be grounds for exclusion of any Proposer who is a participant in any such collusion.

IP-6 CONSIDERATION OF PROPOSALS

After the Proposals are opened and read and any discrepancies have been reviewed, Proposals will be compared based on the evaluation factors stated herein.

If a discrepancy exists between a price or amount written in words and the price or amount written in figures, the price or amount written in words shall govern, except that in the case where a price or amount shown in figures has been crossed out and replaced with a new, legible, initialed figure, the initialed figure shall govern.

Any Proposal discrepancies that the City corrects in accordance with the general rules described above shall be corrected with the understanding that the Selected Proposer waives any claims against the City because of the Proposer's mistakes in its Proposal.

The City reserves the right to waive informalities, to reject any and all Proposals, and to advertise for new Proposals where it is in the best interest of the City.

IP-7 INFORMAL AND UNBALANCED PROPOSALS

Proposals shall be considered informal and may be rejected for the following reasons:

- (a) If the Proposal is on a form other than the Proposal Forms furnished by the City, or if the form is altered or any part thereof is detached.
- (b) If there are unauthorized additions, conditional or alternate Proposals, or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous.
- (c) If the Proposer fails to acknowledge in the Proposal receipt of any or all addenda current on the date of opening of Proposals.
- (d) If the Proposal does not contain a unit price or lump sum amount for each item listed except in the case of authorized alternative items.
- (e) If there are strikeouts, interlineations, white outs, or erasures in the Proposal Forms.
- (f) If the Proposal is unbalanced so that (1) each pay item does not reasonably carry its own proportion of cost, or (2) any pay item contains an inadequate or unreasonable price.

IP-8 EVALUATION FACTORS FOR AWARD

Those proposals which have been properly submitted will be evaluated to determine a competitive range. The requirements in the Invitation for Proposals are considered to be minimum requirements. More points may be awarded for exceeding the minimum requirements. The proposals will be evaluated and scored on the following factors.

- | | | |
|--|--------------------------|--------------------|
| (1) Experience/Past Performance | Three Page Limit | Weight: 20% |
| (2) Airport Experience | Three Page Limit | Weight: 20% |
| (3) Key Personnel | Two Page Limit | Weight: 5% |
| (4) Quality Control Plan | Two Page Limit | Weight: 15% |
| (5) BIM and Scheduling | Three Page Limit | Weight: 15% |
| (6) Diversity & Inclusivity | Use CCD Form | Weight: 5% |
| (7) Rates and Markups | Use Two Page Form | Weight: 20% |
- And Exhibits K and L**

DESCRIPTIONS of EVALUATION FACTORS

(1) Experience/Past Performance

Proposals that demonstrate in-depth and long-term experience in the type of on-call work of this contract will receive more points than those with only occasional experience in this work. The proposer’s experience with meeting projected schedules, with managing costs, with solving problems, with making repairs during the warranty period and with the ability to satisfy previous customers will contribute to the final score. Points will also be awarded for up to three projects submitted as experience which were performed for federal, state or local governmental agencies, private companies or organizations which the proposers believes will demonstrate its ability to perform under the terms and conditions of this contract. Accuracy of information provided and conformance to the proposal requirements may also affect the final score.

(2) Airport Experience

Proposer should discuss past or current experience working at active airports or similar facilities. Points will be awarded for similar work, familiarity of airport operations and restrictions, and creative problem solving within this type of environment.

(3) Key Personnel Requirements

The three key contractor personnel listed below will be evaluated based on the individual’s construction experience and/or education. Length of experience, diversity of relevant experience, specific in-depth experience with the wide range of products and techniques used in the specialized work of this contract, a range of experience with site utilities, building lighting, HVAC, plumbing and fire alarm systems will be some of the criteria used for evaluation of the personnel.

(4) Quality Control Plan

The successful implementation of a quality control plan is a contract requirement for all tasks. The evaluation will consider effectiveness of Proposers plan. Unnecessarily elaborate and perceived inefficient and/or ineffective plans will receive lower scores in the evaluation.

(5) BIM and Scheduling

DEN contractors must be able to produce as-built BIM models and P6 schedules in accordance with contract requirements and DEN requirements. Points will be awarded for experience in these areas and demonstrated prior use.

(6) Diversity and Inclusivity in City Solicitations

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

(7) Schedule of Rates and Markups

Include in your proposal the information requested in the section Schedule of Rates and Markups. Included are dollar amounts of a fictitious project. You are to fill in your proposed Rates and Markups. The lowest prices proposed will be awarded the maximum number of points assigned. Generally, points for other proposers will be awarded proportionately in comparison to the lowest price proposal.

SCORING OF EVALUATION FACTORS

The City's Selection Committee will review and evaluate the written proposals based upon the Proposer's qualifications as defined in IP-8. The City may notify the highest ranked proposer or establish a Short List of Proposers. Each Short Listed Proposer will be sent an invitation for an interactive interview that may include situational based question or questions.

If a short list is produced, requirements for the interview will be released at that time. If interviews are held, the response will be 25% of the selection and the interview will

account for 75% of the selection.

The City shall then, taking into consideration the recommendations of the Evaluation, Interview if applicable, and attempt to negotiate a Contract with the most qualified, responsive and responsible Proposer.

Each proposal will be awarded points for each of the categories defined here in Section IP-8, and each category will be rated from 0-5, with 5 being considered an excellent response, and 0 being considered non-responsive. The rating will be multiplied by the weight factor for each category.

IP-9 NOTICE TO SELECTED PROPOSER - EXECUTION OF CONTRACT

The Selected Proposer will be given written notice of such status on the form included in the Proposal Documents within sixty (60) days from the date of opening of Proposals.

The Selected Proposer shall execute the contract and return it to the City along with the required bonds and insurance forms within ten (10) consecutive calendar days from and including the date of the Notice to Selected Proposer. When the executed contract and the required bonds and insurance certificates are received, approval for the City to contract with the Selected Proposer shall be sought in accordance with the Charter of the City and County of Denver. Such notice shall not create any rights in the Selected Proposer to any contract with the City.

IP-10 QUANTITIES

Payment to the Contractor will be based on the actual quantities of work performed, measured, and accepted or materials furnished in accordance with the Contract Documents.

IP-11 CONTRACTOR'S BULLETIN BOARD

It shall be conclusively presumed that the Proposer did, before submitting a Proposal, read all addenda, posted decisions, and other information items relevant to the Proposal which appeared on the Contractor's Bulletin Board.

The Contractor's Bulletin Board is located at Denver International Airport, 8500 Peña Blvd., Denver, CO 80249-6340, on the wall south of the entrance to the Airport Office Building (AOB). The AOB entrance is reached by way of the corridor leading to Concourse A from the North end of the Terminal on Level 6, and is located west of the Concourse A security screening area. The AOB entrance and the Contractor's Bulletin Board are both located outside the security screening area.

IP-12 INTERPRETATION OF PROPOSAL DOCUMENTS

During the Proposal period, Proposers shall request, in writing, clarification or interpretation of any apparent errors or omissions in the contract documents, any apparent inconsistencies between different provisions of the contract documents, or any other point in the contract documents which the Proposer believes requires clarification or interpretation by the City. Any such request must be submitted in writing by email to contract.procurement@flydenver.com, must have the words "Request for Clarification" and "Contract No. 201525269" in the email subject line, and must be received not later than ten (10) calendar days before the date and time set for receipt of Proposals. For purposes of the contract, it shall be conclusively presumed that prior to proposing, the Proposer requested clarification or interpretation of any apparent errors, inconsistencies, or other point in the contract documents believed to require clarification or interpretation, and has waived the right to later claim extra payment or time extensions on account of any such error.

Information about any interpretation or clarification made by the City in response to such request will be posted on the DIA Contract Procurement website, <http://www.flydenver.com/contracts>. It shall be the Proposer's responsibility to ensure it has reviewed all such interpretations or clarifications. After Proposals are opened, all Proposers must abide by the decision of the Chief Executive Officer (CEO) or the CEO's authorized representative as to the interpretation or clarification. If the CEO or the CEO's authorized representative determines that the decision or interpretation requires that an addendum to the Proposal documents be issued, such addendum will be posted on the DIA Contract Procurement website and either the complete addendum or a notice of its issuance will be posted on the Contractor's Bulletin Board. It shall be the Proposer's responsibility to ensure it has received all such addenda, and each Proposer must acknowledge receipt of all addenda on the Proposal Forms when it submits its Proposal.

The City shall not be bound by and the Proposer shall not rely on any oral interpretation or clarification of the Proposal Documents.

IP-13 WITHDRAWAL OF PROPOSAL

A Proposer may withdraw its Proposal (s) prior to the due date of submittals.

IP-14 SUBCONTRACTOR LISTS IN PROPOSAL

For the purposes of this RFP, no subcontractor list is required.

IP-15 TAXES

1. General. Proposers are referred to the General Conditions, G.C. 323, as to taxes to which they may be subject in performing the Work under this contract, including but not limited to sales and use taxes and the Denver Occupational

Privilege Tax. The following instructions are to be considered along with the General Conditions and not in lieu of them.

2. Sales and Use Tax. Construction and building materials sold to contractors and subcontractors for use on structures, roads, streets, highways, and other public works owned by the City and County of Denver at Denver International Airport are exempt from state, RTD, and Cultural Facilities District sales and use taxes. However, such materials will be subject to sales and use taxes imposed by the City and County of Denver.
3. Exemption Certificates – Sales and Use Tax. It is responsibility of the Contractor and its subcontractors to apply to the Colorado Department of Revenue (“CDOR”) for a certificate, or certificates, of exemption indicating that their purchase of construction or building materials is for a public project, and to deliver to the City copies of such applications as soon as possible after approval by the CDOR. Proposers shall not include in their Proposal amounts the exempt State, RTD, and Cultural Facilities District Sales and Use Taxes.
4. Denver Occupational Privilege Tax. Any employee working for a contractor or a subcontractor who earns over \$500 working in Denver during a calendar month is subject to the payment of the Employee Occupational Privilege Tax. The Contractor and any subcontractor must pay the Business Occupational Privilege Tax for each of its employees who are subject to such tax.

IP-16 NONDISCRIMINATION IN THE AWARD OF CITY CONTRACTS

It is the policy of the City and County of Denver to prohibit discrimination in the award of construction contracts and subcontracts for public improvements. Further, the City and County of Denver encourages contractors to utilize minority and women owned businesses and to divide the construction work into economically feasible units or segments to allow the most opportunity for subcontracting.

IP-17 MINORITY/WOMEN BUSINESS ENTERPRISE (MBE/WBE) REQUIREMENTS

This Contract is subject to all applicable provisions of Article III Divisions 1 and 3 of Chapter 28 of the DRMC (the “M/WBE Ordinance”) and any Rules or Regulations promulgated pursuant thereto.

In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of thirty percent (30%) established for this Project, utilizing properly certified M/WBE subcontractors and suppliers. The Goal must be met with certified participants as set forth in Section 28-55, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-67, D.R.M.C. For compliance with good faith effort requirements under Section 28-62(b)(2), the percentage solicitation level required for this project is 100%.

The Contractor identified in its Proposal MBE and/or WBE firms with which it intends to subcontract for services under this Agreement.

In accordance with Section 28-60(b) and Rules and Regulations promulgated pursuant thereto, the Director has authorized the utilization of a compliance plan to address the Goal for this Project. Therefore, at the time of proposal submittal, the contractor must include in their proposal only the Commitment Page which is included within this RFP. Letters of intent nor a compliance plan are required to be submitted with the proposal. The Contractor, when notified by DSBO, will prepare and present for review and approval of the Director a compliance plan for meeting the requirements of the M/WBE Ordinance. At a minimum, the proposed compliance plan shall comply with all requirements of the Rules and Regulations pertaining to such plans and shall be approved in writing by the Director. Upon such approval, the plan is hereby incorporated into this Contract by reference and may also be included as an Exhibit. Furthermore, the contractor will be required to submit letters of intent throughout the course of the project.

Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Section 28-72 DRMC, to meet and maintain throughout the duration of this Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the Ordinance 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, DRMC. 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 Contract.

The proposer understands that if change orders or any other contract modifications are issued under the contract, the proposer shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in Section 28-73 of the Ordinance, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

The proposer understands that if change orders or other contract modifications are issued under the contract, that include an increase in scope of work of a contract for construction, reconstruction, or remodeling, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MBE/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors or by the contractor shall be subject to a goal for MBE/WBEs equal to the original goal on the contract which was included in the proposal. The contractor shall satisfy such goal with

respect to such changed scope of work by soliciting new MBE/WBEs in accordance with Section 28-73 of the Ordinance as applicable, or the contractor must show each element of modified good faith set out in Section 28-75 (c) of the Ordinance. The contractor or consultant shall supply to the director the documentation described in Section 28-75 (c) of the Ordinance with respect to the increased dollar value of the contract.

All proposers are charged with knowledge of and are solely responsible for complying with each and every provision of the Ordinance in making a bid and, if awarded, in performing the work described in the Contract Documents. Failure to comply with these provisions could constitute cause for rejection of a bid or subject the selected contractor to sanctions set forth in the Ordinance. These instructions are intended only to generally assist the proposer in preparing and submitting a compliant bid. Should any questions arise regarding specific circumstances, proposers must consult the Ordinance or contact the Project's designated DSBO representative at (303) 342-2180.

IP-18 DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

The City and County of Denver encourages, but does not require, participation of independent partnerships with SBEs, MBEs, WBEs, and other business enterprises in supply chain activities, prime/subcontractor partnerships, and joint ventures for all contracts and purchase orders. Failure to participate or disclose this information will not impact the award of the contract or purchase order. Voluntary disclosure of such independent partnerships to the City, if any, will be forwarded the DSBO for recording purposes only.

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

IP-19 WAGE RATE REQUIREMENTS

Pursuant to Section 20-76 of the Revised Municipal Code, the Proposer selected to perform this contract shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at the time of payment, computed

wage rates not less than those shown on the current prevailing wage rate schedule included in the contract Proposal documents and any addenda thereto. If the City's Career Service Board issues a modification to those wage rates more than ten (10) days prior to the scheduled Proposal submission, those modifications will be published in an addendum issued by the City to all prospective Proposers. The City may, in its sole discretion, determine on a case-by-case basis whether wage rate modifications issued by the Career Service Board ten (10) days or less before the Proposal opening will be included in an addendum. If they are included in an addendum, the City may, in its sole discretion, elect to postpone the date of Proposal opening.

If the term of the contract extends for more than one year, the minimum City prevailing wage rates which contractors and subcontractors shall pay during any subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of the contract which begins such subsequent period. In no event shall any increases in prevailing wages after the first anniversary of the contract result in any increased liability on the part of the City and the possibility and risk of any such increase is assumed by all contractors entering into such contract with the City.

IP-20 CONSTRUCTION SCHEDULING

The Proposer should refer to the General Conditions, Special Conditions, and Division I of the Technical Specifications for scheduling requirements for this contract.

IP-21 EQUAL EMPLOYMENT OPPORTUNITY

1. Article III, Division 2 of Chapter 28 applies to this contract. It is the policy of the City to provide equal opportunity in employment without regard to race, color, creed, sex, national origin, religion, marital status, or political opinion or affiliation. It is hereby deemed and declared to be for the public welfare and in the best interest of the City to require Proposers, contractors and subcontractors soliciting and receiving, directly or indirectly, compensation from or through the City, for the performance of such contracts, to meet certain affirmative action and equal employment opportunity requirements. Additionally, contractors and subcontractors that hold any contracts which are federally-assisted shall be required to adhere to the Department of Labor's Contract Compliance program under Executive Order 11246 as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60-4.
2. After the Notice to Selected Proposer has been issued, the Selected Proposer shall submit the following to the Small Business Opportunity Division:
 - (a) A statement that the Proposer shall implement the affirmative action steps set forth in the Rules and Regulations and Proposal Conditions of the Manager of Public Works pertaining to Equal Employment Opportunity, attached hereto, or the Proposer's affirmative action plan which meets these requirements, and

- (b) A projection of its anticipated workforce for this contract on the attached “EEO Questionnaire.” Both of these submittals are required before the Small Business Opportunity Division will approve the Notice to Proceed.
- 3. The Proposer which is awarded this contract shall comply with the provisions and requirements, including the goals of minority and female participation and specific affirmative action steps, set forth in the Rules and Regulations and Proposal Conditions of the Manager of Public Works pertaining to Equal Employment Opportunity, as said rules and regulations may be amended or readopted from time to time by the Manager of Public Works or the Director of the Small Business Opportunity Division.

IP-22 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

IP-23 INSURANCE REQUIREMENTS

In preparing its Bid, the Bidders shall assure that insurance requirements contained in the Contract Documents are met. In accordance with the provisions of General Contract Condition 1601, INSURANCE, the minimum insurance requirements for this Contract are set forth in the form **CITY AND COUNTY OF DENVER INSURANCE CERTIFICATE** contained in the Special Conditions Section of the Contract Documents. Bidders are urged to consider in preparing a bid hereunder that the Contractor and all subcontractors performing Work on the Project must comply with each condition, requirement or specification set forth in the form certificate, unless such requirements are specifically excepted in writing by the City's Risk Management Administrator. The Contractor must either include all subcontractors performing work hereunder as insureds under each required policy or obtain a separate certificate for each subcontractor. 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, via the following email address: ContractDocs@flydenver.com. The City project/Contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

IP-24 EVALUATION OF QUALIFICATIONS

The City's Evaluation and Selection Committee will review and evaluate the written qualifications based upon the Proposer's demonstrated experience and qualifications in the scope of services required. The Proposer's ability to present its qualifications in writing, in a clear, concise and organized manner will be considered in the evaluation. The City shall then, taking into consideration the recommendations of the Evaluation and Selection Committee and select the most qualified Proposer for contract negotiations. The following is the Qualifications Evaluation sheet used by the Selection Committee in evaluating the submissions.

IP-25 INVOICING

The Contractor recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (CPM System) for this Project. Proposers shall use the Textura fee pricing schedule included with the proposal forms to calculate the Textura fee as a percentage of each individual task order. Textura fee shall be included as a line item with no mark-up on each individual task order.

All fees associated with the CPM System are to be paid by the Contractor prior to billings for any work performed. The Textura fee is reimbursable back to the Contractor as a direct expense with no markup applied. The City reserves the right to remove any markup to the fee, or reject from consideration any Proposals that erroneously calculates the fee to include a markup.

IP-26 PROJECT CONTROLS REQUIREMENTS

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

**SAMPLE PROPOSAL SCORESHEET
(FOR INFORMATION ONLY)**

Agreement Title: _____

Agreement Number: _____

Proposer: _____

Review Date: _____

RATING FACTORS

- 5 – Excellent
- 4 – Above Average
- 3 – Average
- 2 – Below Average
- 1 – Poor
- 0 – Non Responsive

Signature: _____

Elements of the proposals which scorers should consider are as follows:	WEIGHT FACTOR	RATING FACTOR (0-5)	SCORE
(1) Experience/Past Performance	20%		
(2) Airport Experience	20%		
(3) Key Personnel	5%		
(4) Quality Control	15%		
(5) BIM and Scheduling	15%		
(6) Diversity & Inclusivity	5%		
(7) Rates and Markups	20%		
TOTAL SCORE			

END OF THIS SECTION

PREVAILING WAGES

**The Prevailing Wage Schedule(s) which apply to this contract are
contained in the pages immediately following this page.
These pages are not included in the page numbering of this contract document.**



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: Alena Duran, Associate Human Resources Professional
DATE: Friday October 23, 2015
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.

The attached Prevailing Wage Schedule is effective as of **Friday October 16, 2015** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO150030
Superseded General Decision No. CO150004
Modification No.0
Publication Date: 10/09/2015
(4 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: CO150030 10/09/2015 CO30

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	10/09/2015

ASBE0028-002 10/01/2012

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 28.98	13.03

CARP0055-002 05/01/2015

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 25.00	6.19

CARP1607-001 06/01/2015

	Rates	Fringes
MILLWRIGHT.....	\$ 31.00	11.88

ELEC0068-012 06/01/2014

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 32.65	12.70

ELEV0025-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 40.68	28.385+a+b

FOOTNOTE:

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

 ENGI0009-017 10/23/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 25.97	9.15
50 tons and under.....	\$ 24.88	9.15
51 to 90 tons.....	\$ 25.04	9.15
91 to 140 tons.....	\$ 25.19	9.15

 IRON0024-009 06/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 25.05	11.14

 IRON0024-010 06/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.05	11.14

 PAIN0079-006 03/01/2015

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 19.45	6.91

 PAIN0079-007 03/01/2015

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 20.15	6.91

 PAIN0419-001 07/01/2015

	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 16.70	10.09

PAIN0930-002 07/01/2015		
	Rates	Fringes
GLAZIER.....	\$ 30.52	8.12

PLUM0003-009 06/01/2015		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 36.93	13.10

PLUM0208-008 07/01/2013		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 33.35	12.27

SFCO0669-002 04/01/2015		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.43	19.09

SHEE0009-004 07/01/2015		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 32.85	14.63

SUCO2013-006 07/31/2015		
	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31

CEMENT MASON/CONCRETE FINISHER...\$ 20.09	7.03
LABORER: Common or General.....\$ 14.49	5.22
LABORER: Mason Tender - Brick...\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....\$ 16.00	0.00
LABORER: Pipelayer.....\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$ 19.10	3.89
OPERATOR: Grader/Blade.....\$ 21.50	0.00
ROOFER.....\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....\$ 17.34	0.00
WATERPROOFER.....\$ 12.71	0.00

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

Office of Human Resources
Supplemental rates
(Specific to the Denver projects)
Supp #101, Date: 11-19-2015

<u>Classification</u>		<u>Base</u>	<u>Fringe</u>
Boilermakers		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Paper Hanger		\$20.15	\$6.91
Power Equipment Operators (Concrete Mixers):			
	Less than 1 yd	\$23.67	\$10.67
	1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loaders over 6 cu yd	\$23.82	\$10.68
	Oilers	\$22.97	\$10.70
Plasters		\$24.60	\$12.11
Plaster Tenders		\$10.79	-
Laborers: Concrete Saw		\$13.89	-
Tile Setter-Tile Finisher-Floor Grinder-Base Grinder		\$20.24	\$8.14
Power Equipment Operators:			
	Loader up to and incl 6 cu yd	\$23.67	\$10.67
	Motor Grader	\$23.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Drivers (Dump Trucks):	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

- Caulkers—Receive rate prescribed for craft performing operation to which caulking is incidental .i.e. glazier, painter, brick layer, cement mason.
- Use the “Carpenters, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation” rates published by the Federal Davis-Bacon rates for batt insulation, pre-stress concrete and tilt up concrete walls.
- Use the “Laborer—Common”, for General Housekeeping, Demolition, Final Cleanup and Indoor Fence Installer.
- Cleanup incidental to the craft performing work can’t be classified as Laborer-Common.
- See Denver City Auditor’s Office Prevailing Wage Clarification of Determinations 2015 Prevailing Wage Section Clarification of Determinations for list of complete classification uses at Denvergov.org/Auditor.



DENVER
THE MILE HIGH CITY

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Alena Duran, OHR Compensation and Classification
DATE: December 4, 2015
SUBJECT: Latest Update to Prevailing Wage Schedules

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

Modification No. 121
Publication Date: 12-4-15
(14 pages)

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

Questions call (720) 913-5726.

Attachments as listed above.

APPLIANCE MECHANIC

Last Revision: 02-19-2009

Effective: 02-19-2009

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Appliance Mechanic	\$22.34/hour	\$5.82/hour

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

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

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

BAGGAGE HANDLING SYSTEM MAINTENANCE

Last Revision: 10-9-2014

Effective: 10-22-2015

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Entry-Support Mechanic	\$15.26/hour	\$6.03/hour
Machinery Maintenance Mechanic	\$19.33/hour	\$6.50/hour
Controls System Technician	\$24.90/hour	\$7.14/hour

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

Entry Support Mechanic

Under direct supervision, assists the Machinery Maintenance Mechanic in maintaining the operational status of the baggage handling system. Duties include but are not limited to; assisting with adjustments with belt tracking, belt tension, and gearbox.

Machinery Maintenance Mechanic

Performs routine and basic adjustments of baggage handling system equipment including but not limited to, belt tracking, belt tension, and gearbox and bearing lubrication. Performs daily and periodic shift inspections, cleaning, and diagnostics of mechanical system components based on an established preventive maintenance program. Dismantles, repairs, and reassembles equipment or machines for stock replacement or to restore baggage handling system equipment to operational status. Preventive maintenance and overhauling machines includes, but is not limited to, motors, clutches, brakes, transporting telecars, bearings, drive belts, drive shafts, pulleys, gearboxes (speed reducers), and conveyor belting. Maintains daily turnover reports and hourly labor time sheets for warranty reimbursement and statistical tracking of repairs.

Controls System Technician

Performs a variety of functions such as installation, maintenance, and repair of devices which control and are controlled by the baggage handling system and related equipment. Such devices include, but are not

limited to, personal computers, programmable logic controllers and peripherals, motor control panels, photoelectric sensors, sync-pulse tachometers, laser and RF readers, linear induction motors and servo-drives. Troubleshoots and repairs all control system and electrical failures by applying comprehensive technical knowledge to solve problems by interpreting manufacturer manuals or similar documents. Work requires familiarity with the interrelationships of electro-mechanical devices.

Removes and replaces plug-in type boards and components. Aligns, replaces, and cleans photocells. Makes minor repairs of connectors, wiring and fuses on-site, and cleans and performs diagnostic routines of electrical and control system components. Performs scheduled routine maintenance on all control system components and reporting devices (including personal computers), based on recommended manufacturer practices. Uses a personal computer to diagnose and correct PLC and operating system software problems. Diagnoses, repairs and aligns laser array (baggage tag reader) and RF reader hardware and software.

Note: Incumbents must possess an Electrician's license when work warrants.

BUILDING ENGINEER

Last Revision: 09-05-2013
 Effective: 07-17-2014

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Building Engineer	\$29.14/hour	\$7.17/hour

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

FUEL HANDLER SERIES

Last Revision: 10-9-2014
 Effective: 10-22-2015

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Fuel Distribution System Operator	\$18.97/hour	\$6.46/hour
Lead Fuel Distribution System Operator	\$19.83/hour	\$6.56 /hour
Fuel Distribution System Mechanic	\$23.46/hour	\$6.98/hour
Lead Fuel Distribution System Mechanic	\$24.53/hour	\$7.10/hour

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

Fuel Distribution System Operator:

Receives, stores, transfers, and issues fuel. Performs various testing procedures and documentation on fuel samples. Gauges tanks for water, temperature and fuel levels. Performs temperature and gravity testing for correct weight of fuel. Checks pumping systems for correct operating pressure or unusual noises. Inspects fuel receiving, storage, and distribution facilities to detect leakage, corrosion, faulty fittings,

and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Operates a 24-hour control center; operates various computer equipments to determine potential equipment failure, leak and cathodic protection systems, pump failure, and emergency fuel shutoff systems. Monitors quality of fuel and drains excess condensation from fuel sumps and underground fuel pits. Inspects fuel tank farm for such items as leaks, low pressure, and unauthorized personnel. Performs general housekeeping and grounds maintenance for terminal, pipeline and dock areas, including fuel pits and valve vault cleaning and pump out activities. May connect lines, grounding wires, and loading and off loading arms of hoses to pipelines. May assist Fuel Distribution System Mechanics by preparing work areas. Maintains record of inspections, observations and test results.

Lead Fuel Distribution System Operator:

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

Fuel Distribution System Mechanic:

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

Lead Fuel Distribution System Mechanic:

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

These classifications are recommended to be inclusive and to supersede any previously adopted classifications.

CUSTODIANS

Last Revision: 12-18-2014
 Effective: 12-3-2015

<u>Classification</u>	<u>Base Wage</u>	<u>Fringes</u>
Custodian I	\$14.03/hour	\$5.17 SINGLE \$7.23 2-PARTY \$9.19 FAMILY
Custodian II	\$14.38/hour	\$5.23 SINGLE \$7.29 2-PARTY \$9.25 FAMILY

Benefits and Overtime

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

Position Descriptions:

Custodian I	Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.
Custodian II	Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

DIA Oil and Gas Wages

Last Revision: 4-3-2014
Effective: 3-19-2015

Classification:	Base Wages:	Fringes:
Mechanic	\$22.05	\$6.56
Pipefitter	\$24.59	\$6.86
Rig/Drill Operator	\$20.88	\$6.43
Derrick Hand/Roustabout	\$13.87	\$5.62
Truck Driver	\$20.37	\$6.37

Service Contract Act Wage Determination No. 2005-2081 Rev No. 15 was used to obtain the base wages and fringe benefits.

HEAVY EQUIPMENT MECHANIC

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

PIPEFITTER, MAINTENANCE

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

WELL DRILLER

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

LABORER

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

TRUCKDRIVER, HEAVY TRUCK

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

Glycol Facility Wages

Effective: 7-2-2015

Classification:	SCA Title	Base Wage	Fringes	Total
Deicing Facility Operator	Water Treatment Plant Operator	\$22.79	\$6.65	\$29.44
Maintenance Mechanic	Machinery Maintenance Mechanic	\$23.43	\$6.72	\$30.15
Material Handling Laborer	Material Handling Laborer	\$17.36	\$6.02	\$23.38

Service Contract Act Wage Determination No. 2005-2081 Rev No. 15 was used to obtain the base wages and calculate fringe benefits.

FIRE EXTINGUISHER REPAIRER

Last Revision: 09/25/2014

Effective Date: 09/03/2015

Classification:

Base Wages:

Fringes:

Fire Extinguisher Repairer

\$18.97/hour

\$6.46/hour

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

FURNITURE MOVERS

(Moving, Storage and Cartage Workers)

Last Revision: 10-9-2014
Effective: 10-22-2015

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Laborer/Helper	\$17.36/hour	\$6.27/hour
Driver/Packer	\$17.43/hour	\$6.28/hour
Lead Worker	\$18.22/hour	\$6.37/hour

LANDSIDE PARKING ELECTRONICS TECHNICIAN

Last Revision: 10-9-2014
Effective: 10-22-2015

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Landside Parking Electronics Technician	\$22.14/hour	\$6.82/hour

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

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

SIGN ERECTOR

Last Revision: 10-15-2009
Effective: 10-15-2010

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Sign Erector	\$20.19/hour	\$3.80/hour

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

TELEDATA TECHNICIAN

Effective 09/16/2014 the Teledata Technician classification will utilize the base pay and fringe benefits for the Electrician classification under the Davis Bacon Building wage determination.

**TILE SETTER-MARBLE MASONS-TERRAZZO
FINISHERS, FLOOR GRINDERS, AND BASE GRINDERS**

Effective: 7-2-2015

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Finisher (Tile-Marble-Terrazzo)	\$20.24/hr	\$8.14/hr

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

TRANSIT TECHNICIANS

Last Revision: 1-1-2014

Transit Technician Series Effective: 12-18-2014

Elevator Repairer Effective: 12-18-2014

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Transit Technician - Entry	\$22.21/hour	\$6.58/hour
Transit Technician - Senior	\$24.28/hour	\$6.82/hour
Transit Technician - Lead	\$25.38/hour	\$6.95/hour
Elevator Mechanic/Repairer	\$40.68/hour	\$32.38/hour (< 5 yrs service) \$33.19/hour (> 5 yrs service)

In addition, Shift differentials of eight percent (8%) of the employee's straight time pay rate for the second shift and ten percent (10%) for the third shift for straight time work regularly scheduled providing more than (50%) of the employee's work occurred on such shift.

Transit Technician-Entry: Associates in this position will be given instruction by on-the-job and/or classroom training to perform corrective and preventive maintenance, inspections, repairs, and adjustments to all systems, subsystems, and components of an electronic, mechanical, electro/mechanical, hydraulic, and pneumatic nature. This classification of workers may assist with routine preventive maintenance, inspection, and adjustment. Tasks and procedures are well established and require close supervision. Incumbents will follow the direction of higher level personnel in preventive or corrective maintenance phases of work. Most tasks will be of an apprentice nature and will require close supervision. Incumbents will progress to the journey level after one year as a Transit Technician-Entry.

Transit Technician-Senior: This is a full performance level class performing various corrective and preventive maintenance, inspections, repairs, and adjustments to all systems, subsystems, and components of an electronic, mechanical, electro-mechanical, hydraulic, and pneumatic nature; monitors the transit system via a central computer system to make automated adjustments in the operation and maintenance of the transit system.

Transit Technician-Lead: Performs lead technical duties such as making work assignments and conducting on-the-job informal training as well as performing various tasks involved with the operation and maintenance of the transit system. The Lead Transit Technician is the specialist in terms of hands-on diagnosis and troubleshooting various problems that may arise on the transit system.

TREE TRIMMERS

Last Revision: 10-15-2009
Effective: 10-15-2010

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Tree Trimmer	\$16.77/hour	\$2.48/hour

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

WINDOW CLEANERS

Last Revision: 5-15-2014
Effective: 12-18-2014

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Window Cleaner	\$23.23/hour	\$8.13/hr (Single) \$10.11/hr (2-Party) \$11.99/hr (Family)

Benefits/Overtime

Parking	With valid monthly parking receipt from approved parking lot, employees are reimbursed for the cost of parking. The employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	\$0.75 per hour for employees assigned to 3rd shift (11:00 p.m. to 7:00 a.m.)
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.25 per hour above highest paid employee under supervision
High Work	\$1.75 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.19 per hour for travel differential.

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

Pest Controller

Last Revision: 9-25-2014
Effective Date: 9-3-2015

Classification:	<u>Base Wage</u>	<u>Fringes</u>
Pest Controller	\$20.41/hour	\$6.63 /hour

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



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

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www.denvergov.org/csa

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Seth Duhon-Thornton Staff HR Professional
DATE: Friday January 9, 2015
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 January 9, 2015** 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. CO150019
Superseded General Decision No. CO20140019
Modification No. 0
Publication Date: 1/2/2015
(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: CO150019 01/02/2015 CO19

Superseded General Decision Number: CO20140019

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* CARP9901-008 05/01/2013

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 25.00	5.39

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.

	Rates	Fringes

ENGI0009-008 10/23/2013		

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
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Mechanic.....	\$ 26.48	3.50
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Multi-Purpose Specialty &

Hoisting Truck

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

Pickup and Pilot Car

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

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

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

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, articulated truck operator, 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.



DENVER
THE MILE HIGH CITY

Office of Human Resources
Denver's Human Resource Agency

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TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Alena Duran, Associate Human Resource Professional
DATE: Friday October 23, 2015
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 effective date for this publication will be **Friday October 16, 2015** 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. CO150012
Superseded General Decision No. CO20140012
Modification No. 04
Publication Date: 10/16/2015
(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: CO150012 10/16/2015 CO12

Superseded General Decision Number: CO20140012

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	03/27/2015
2	06/05/2015
3	10/09/2015
4	10/16/2015

ASBE0028-001 10/01/2014

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.83	13.53

* BRCO0007-004 01/01/2015

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

	Rates	Fringes
BRICKLAYER.....	\$ 24.50	8.91

* BRCO0007-006 05/01/2015

EL PASO AND PUEBLO COUNTIES

Rates	Fringes
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BRICKLAYER.....\$ 24.44 8.90

ELEC0012-004 09/01/2014

PUEBLO COUNTY

Rates Fringes

ELECTRICIAN

Electrical contract over
\$1,000,000.....\$ 27.30 10.80+3%
Electrical contract under
\$1,000,000.....\$ 24.75 11.84

ELEC0068-001 06/01/2014

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

Rates Fringes

ELECTRICIAN.....\$ 32.65 12.70

ELEC0111-001 09/01/2014

Rates Fringes

Line Construction:

Cable Splicer.....\$ 28.65 13.75%+4.75
Equipment Operator-
Underground.....\$ 25.05 9.20
Groundman.....\$ 18.20 9.12
Line Equipment Operator.....\$ 28.47 11.30
Lineman and Welder.....\$ 40.81 15.14

ELEC0113-002 06/01/2015

EL PASO COUNTY

Rates Fringes

ELECTRICIAN.....\$ 30.00 14.95

ELEC0969-002 12/01/2014

MESA COUNTY

Rates Fringes

ELECTRICIAN.....\$ 24.00 7.32

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 07/01/2014

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

	Rates	Fringes
PLUMBER.....	\$ 35.18	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 07/01/2015		
	Rates	Fringes
Sheet metal worker.....	\$ 32.85	14.63

TEAM0455-002 07/01/2015		
	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 19.66	4.02
Tandem/Semi and Water.....	\$ 20.29	4.02

SUCO2001-006 12/20/2001		
	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting....	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher....	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

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

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

<u>Classification</u>		<u>Base</u>	<u>Fringe</u>
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, articulated truck operator, 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; Concrete Tender; 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 Nozzlemen; 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; Scalars; 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 Nozzlemen; Sand Blaster; Pump Concrete Placement Men.

TRUCK DRIVER CLASSIFICATIONS:

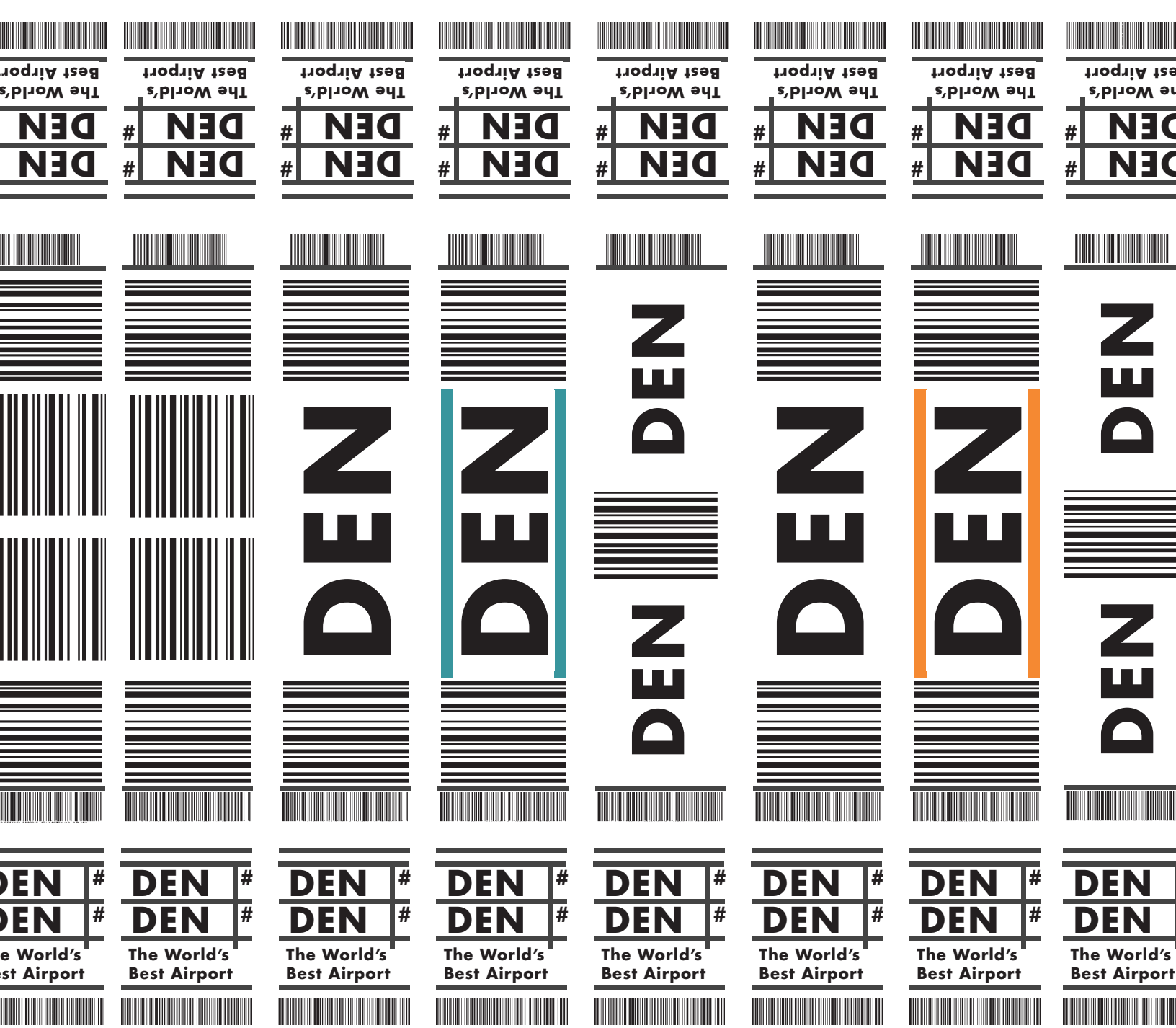
GROUP 1 - Sweeper Truck, Flat Rack Single Axle and Manhaul, Shuttle Truck or Bus.

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.



DEN On-Call General Construction

Contract No: 201525269

February 4, 2016

Cover Letter

February 4, 2016

Mr. Frank Palumbo, Senior Engineer
DEN Airport Infrastructure Management
Airport Office Building
8500 Pena Blvd, Denver, CO 80249

RE: DEN On-Call Construction with Uninterrupted Passenger and Operational Services

Dear Frank,

We're excited to help DEN with your on-call general construction work to improve airport operations without impacting the traveling public.

Why Choose Swinerton?

1. Because we have been working with DEN on MOD4 East in a collaborative design-build alliance. We are proud of the relationships we've built with DEN during the course of this project. Providing high level client service is central to our values and we enjoy having an owner with equally strong standards. We look forward to serving as your trusted partner for the next 20 years.
2. Our proposed airport team has over 75 years of aviation construction experience. Their exceptional careers are a testament to their ability to address the sensitivities of working in an operating airport environment, including the need to:
 - Provide uninterrupted passenger and operational services through proactive planning so we are virtually invisible to the traveling public
 - Make safety the number one priority for passengers, airport staff and construction personnel
 - Plan for unforeseen conditions and surprises to prevent interruption to flight schedules and airport operations
 - Coordinate and interface with all stakeholders including management, operations, maintenance, law enforcement, security, TSA, emergency services, airlines, tenants, concessionaires, information technology, consultants, etc.
 - Maintain current knowledge of requirements of federal, state and city agencies
3. The service model of on-call contracting is a Swinerton core competency representing nearly 20% of our annual construction volume. Our extensive resume of on-call accounts was achieved by providing consistent, high-quality services with a dedicated team of providers. We work diligently to understand your business and the operational intricacies so we fit in without interruption.

Swinerton is prequalified with the City and County of Denver in category of 2(A) Buildings for \$25,000,000 as evidenced by the following letter. Our prequalification annual renewal is in May 2016.

Thank you again for this opportunity. I'd be happy to answer any and all questions at 303.418.5338.

Sincerely,

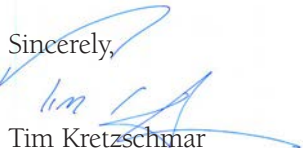

Tim Kretzschmar
Operations Manager
Swinerton Builders



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Denver Public Works
Office of the Executive Director
201 West Colfax Avenue, Dept 608
Denver, CO 80202
P: 720-865-8630
F: 720-865-8795
www.denvergov.org/dpw

June 5, 2015

Ms. Julie Witecki
Swinerton Builders
6890 West 52nd Avenue, Suite 100
Arvada, CO 80002

Dear Ms. Witecki:

The Contractor's Prequalification Board has reviewed the application submitted by your firm. The Board has recommended that your firm be allowed to bid City and County of Denver construction projects requiring approval in the following categories: 2A-General Building at \$25,000,000.00, 2B-Building Demolition at \$1,500,000.00, 2F-Interior Finish and Remodel at \$25,000,000.00. The Executive Director of the Department of Aviation and I have reviewed the recommendation and approve your prequalification. Your firm will not need to prequalify for bids that open prior to Tuesday, May 31, 2016.

Compliance with the "Rules For Prequalification of Construction Contractors" with the Departments of Aviation and Public Works of the City and County of Denver is necessary in order to ensure acceptable bids. Should you wish to bid on any other project in which the cost of construction is estimated to exceed your bid limit, or if you intend to participate in excess of \$1,000,000 in a joint venture, you must submit a written request for further consideration by the Prequalification Board.

We appreciate your interest in bidding on City and County of Denver contracts and look forward to working with you in the future.

Should you have any questions concerning the prequalification process, do not hesitate to contact us at 720.865.2539.

Sincerely,

A handwritten signature in blue ink that reads "Jose M. Cornejo". The signature is fluid and cursive, with a large initial "J" and "C".

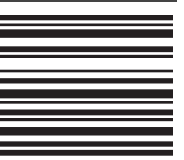
Jose M. Cornejo, P.E.
Executive Director of Public Works

cc: Prequalification Board File



The World's Best Airport

DEN # DEN



3. Key Personnel Requirements



DEN # DEN

The World's Best Airport



3. KEY PERSONNEL REQUIREMENTS

Experience, Expertise, Project Diversity

Swinerton provides a robust and experienced team to serve DEN for your on-call needs by proposing a team of key contractor personnel currently working on the Mod 4 East Parking Structure. This core DEN team – with over 75 years of aviation construction experience – will apply their understanding and knowledge of DEN requirements to **ensure an unobtrusive experience to your passengers and mitigate disruptions to ongoing operations.**

Project Manager Michael Brown, Superintendent Adam Haviland and Project Engineer Dillon Rodriguez will ensure DEN remains a safe and secure environment through open team communication, extensive planning and clarification of project objectives. Additionally, Swinerton will assure successful outcomes for every assignment by supporting the DEN team with individuals who offer relevant and diverse construction backgrounds. By having these resources available to support our key personnel, multiple layers of oversight and reviews ensure DEN receives comprehensive preconstruction, construction, quality, closeout and warranty services.

RFP Question

The three key contractor personnel listed below will be evaluated based on the individual’s construction experience and/or education. Length of experience, diversity of relevant experience, specific in-depth experience with the wide range of products and techniques used in the specialized work of this contract, a range of experience with site utilities, building lighting, HVAC, plumbing and fire alarm systems will be some of the criteria used for evaluation of the personnel.

Shawna Dias, DEN On-Call Program Manager

Shawna has a diverse background as a program manager, owner’s representative and cost estimator. This allows her to stay several steps ahead in project management, employing a measured, pragmatic decision-making process that results in successful projects. By deploying her skills applied on numerous projects types, along with her understanding of DEN’s administrative requirements - Shawna will support our team in day-to-day responsibilities and serve as the DEN point of contact.

Expertise

- American Airlines Re-branding at 11 airports, including DEN
- Extensive tenant improvements and renovations including MEP & lighting upgrades and structural repairs

Reference

Jennifer Williams – J.A. Watts for AA
415.385.0489

Aaron Townsend, Chief Estimator

Aaron is absolutely responsible for estimate control, systems analysis, materials research, subcontractor evaluation, and buying strategies. He will actively engage with our entire team during preconstruction to predict costs and manage the subcontracting process with the highest commitment to public accountability and disadvantaged business participation.

Expertise

- Reliable preconstruction analysis of cost, logistics and schedule to establish foundation for quality work
- DEN Mod 4 East Parking Structure
- DEN Mod 4 West Parking Structure
- 4 DEN On-Call Service Contracts

Reference

Frank Palumbo – DEN
303.342.2639

Bill Montgomery, Aviation Operations Specialist

Bill oversees Swinerton’s performance on numerous projects at LAX, including both airside and landside comprehensive renovation programs for the airport and airlines. By training our team on the intricacies of airport improvements, advising on site logistics and field operations, Bill’s involvement ensures Swinerton’s team is prepared for any task assignment. He will participate in critical task pre-planning activities and as a peer-reviewer for schedule preparation and logistics operations.

Expertise

- LAX Delta Airlines Terminal 5 Redevelopment
- LAX Delta Airlines Premium Lobby
- LAX Security In-Line Baggage Screening
- LAX Gateway Enhancement Projects
- SNA Terminal C Parking Structure
- Palm Springs Air Traffic Control Tower

Reference

Matt Brown – LAWA/ADG
310.678.6715

Tim Kretzschmar, Operations Manager

Tim works in partnership with the entire project team. He is responsible for the overall successful construction management of every task and DEN satisfaction. His primary responsibilities include supervision and strategy development for our preconstruction efforts and oversight of planning and construction phases, including conformance to DEN's contract obligations. Tim's airport experience is extensive, including a master services agreement with Southwest Airlines under the management of Somer Shindler.

Expertise

- RNO Airport Authority's Security Relocation and Baggage Check-in
- RNO Terminal and Gateway Refurbishment
- Southwest Airlines Master Agreement

Reference

Krys Bart – Consultant & former RTAA/AAAE President
775.240.7526

Mike Kenyon, Safety Manager

Mike is committed to ensuring a safe working environment and will work closely with DEN and their ROCIP team to properly execute the safety plan. His commitment is carried down to each and every subcontractor partner and is demonstrated in daily pre-task planning and multiple preventative safety protections.

Mike will continue to train our workforce at DEN and will locate on site as needed, based on the scope of work Swinerton is assigned.

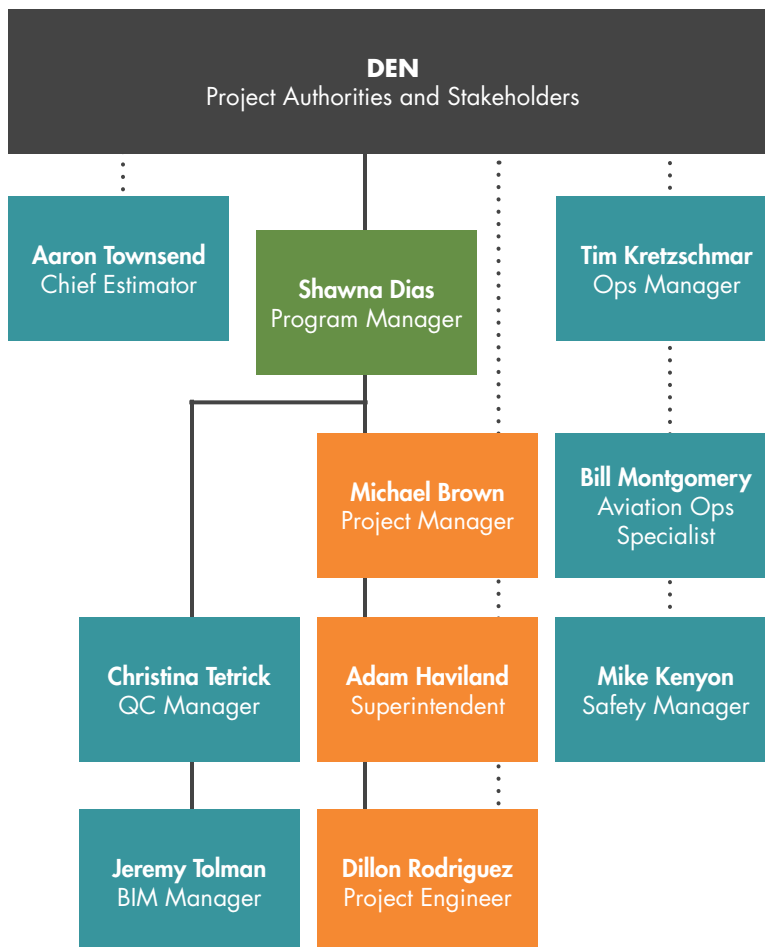
Expertise

- DEN Mod 4 East Parking Structure
- Peterson & Shriever AFB Community Development
- OSHA 500/510, OSHA 10/30 Trainer, FirstAid/CPR/AED Certified

Reference

Mary Connors - DEN Safety
303.342.2135

DEN On-Call Projects Organizational Chart



Michael Brown

DEN On-Call Project Manager

Michael is an experienced construction professional who proactively seeks and resolves potential conflicts to avoid disrupting the flow of work and impacting costs and schedules to projects he is assigned. As Project Manager for DEN On-Call General Construction, Michael will work with senior project leadership - Shawna Dias, Aaron Townsend, Bill Montgomery and Tim Kretzschmar - to coordinate successful operations and communications between Swinerton's team, the DEN team, consultants and designers, ensuring successful construction management of the project and DEN satisfaction. He is responsible for subcontractor procurement, applications for payment, subcontractor invoice review and processing, submittal management, schedule maintenance, document control and compliance, and supporting quality control.

Experience

DEN Mod 4 East Parking Structure

Project Manager for this four-story, cast-in-place design-build parking structure located on the southeast side of the airport's terminal, expanding the airport's parking capacity by approximately 1800 spaces. Michael is achieving **greater than 25% M/WBE subcontractor participation**, and leads Swinerton's efforts in developing a partnering, communicative relationship by delivering client service through exceeding safety and quality objectives, and maintaining construction schedule performance through a cold and snowy winter.

Baylor McKinney MOB Tenant Improvements

Project Manager for eight **concurrent interior projects** totaling 34,000 square feet and \$2.8 million, including **finishes** of custom millwork and glass, ceramic tile, carpet, VCT, seamless vinyl and wall coverings. **Building lighting** included critical, emergency and normal lighting and required **overhead coordination** with sophisticated medical equipment. **HVAC system tie-in** required consideration of medical equipment and BAS controls. Work also included new **plumbing systems** in restrooms, clean rooms and fixtures. **Fire alarm coordination** and tie-in with existing required coordination with access controls, testing and fire marshal final approval.

Baylor T. Boone Pickens Cancer Hospital

Project Manager involved in the **multi-phased conversion** of a semi-occupied seven-story medical office building into a fully licensed hospital totaling 200,000 square feet. Michael's responsibilities included core systems, third, fourth and fifth floor **finishes**, main lobby, pharmacy, apheresis/infusion unit, imaging suite and kitchen. Work required **coordination with hospital's epidemiology/ESEM departments** to ensure their requirements for patient and public safety, and **managed numerous system shut downs without disrupting hospital's daily activities or patient care**.

Baylor Scott and White Medical Center

Project Manager for a ground-up hospital totaling 300,000 square feet and \$94 million. Michael was responsible for managing **site work**, foundations, superstructure, core systems and **interior finish**.

American Plaza Building

Assistant Project Manager in the re-start of construction after the initial contractor was terminated. Michael was involved in **trouble shooting and resolving multiple water leaks** at the building's facade and **constructed mock-ups of replacement facade**.



Education

B.S. in Construction Science
Texas A&M, College Station

Certification

OSHA 30 Hour

Project Experience

- Airport new construction
- Site utilities
- Occupied renovation
- Exterior repair
- Finishes
- Building lighting
- HVAC
- Plumbing
- Fire Alarm

References

Frank Palumbo – DEN Project Manager
303.342.2639
frank.palumbo@flydenver.com

Jim Dreier – DEN Project Manager
303.342.2674
jim.dreier@flydenver.com

Tenure

Construction professional since 2008
Swinerton employee since 2014

Adam Haviland

DEN On-Call Superintendent

Adam is an energetic, enthusiastic, and self-motivated superintendent with intimate knowledge of rough and fine carpentry skills. He is experienced in all aspects of building construction, interior development, and renovation and restoration programs. As a Superintendent, Adam oversees the project from the jobsite and is responsible for the day-to-day construction operations. He supervises and directs all field labor and coordinates and schedules all subcontractor work. His responsibilities include safety first and always, quality control and jobsite morale for the project.

Experience

DEN Mod 4 East Parking Structure

Superintendent for this four-story, cast-in-place design-build parking structure located on the southeast side of the terminal. Adam creates daily morning work plans, prioritizing the tasks for the day. This includes composing the concrete pouring schedule for the week and the ordering of concrete and scheduling of pumps, daily logs, ***schedule inspections to assure DEN remains informed of upcoming work***; and provides another level of quality control in checking elevations, reviewing plans and ensuring work is done correctly.

North Suburban Medical Center Room Renovations

Superintendent for an extensively ***phased interior renovation of all patient care rooms within an occupied hospital including drywall, paint, wall covering, running trim and Acrovyn systems installation*** after mold remediation performed by the environmental engineering firm Gobbell Hays.

Uptown Village Courtyard Improvements

Superintendent for the ***renovation work on an occupied property*** that took place in the courtyard area between three apartment buildings. The swimming pool deck, located on the second story of a parking structure, received all new ***waterproofing and drains*** to improve protection to the parking area below. Exterior common areas received ***new lighting, new pavement*** and landscaping.



Education

B.S. in Construction Management
Westwood College

Certifications

Safety Trained Supervisor
OSHA 30 Hour
Heartsaver First Aid/CPR/AED

References

Steve Simpson – DEN Project Assistant
303.667.2721
steven.simpson@flydenver.com

Kyle Simpson – Gobbell Hays Partners Inc.
303.574.0082 x204
ksimpson@ghp1.com

Tenure

Construction professional since 1997
Swinerton employee since 2012

Dillon Rodriquez

DEN On-Call Project Engineer

Dillon is a budding construction professional who demonstrates his abilities to resolve issues with out-of-the-box thinking. His willingness and self motivation to tackle whatever challenge is presented to him is an asset to our team. His skills as an active listener and clear communicator make him a trustworthy and accomplished project engineer.

Experience

DEN Mod 4 East Parking Structure

Project Engineer working closely with ***Jim Dreier and Michelle Muro on submittals.***

Terumo BCT New Office Building

Project Engineer for a 120,000-square-foot headquarters building on ***occupied campus*** including ***site utilities, parking lot, steel structure and facade, building systems and interior buildout.***



Education

B.S. in Construction Management, CSU

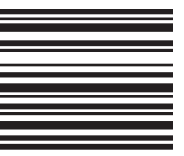
Tenure

Joined Swinerton in 2014 after internship and graduation



The World's Best Airport

DEN # DEN

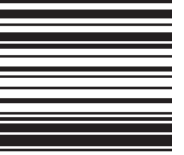


4. Quality Control Plan



DEN # DEN

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4. QUALITY CONTROL PLAN

DEN is the single, most complicated machine in the region. DEN has more moving parts, more pieces, more players, and more at risk than any other construction environment. We understand our position within the DEN machine, and our quality plans empower that machine to continue working, all the while undergoing changes for improvement.

DEN is known for its stringent quality control requirements, and the airport's quality assurance team is dedicated to ensuring that quality of work is of the utmost importance. From concrete testing to formwork tolerances at MOD 4 East, Swinerton has taken this process as a challenge to not only better our internal quality control program for the project, but for the entire Colorado Division as well. Lessons learned here are being carried over to our numerous projects throughout Denver. **We are proud of the quality relationship we've built with DEN. Providing high level client service is a Swinerton core value and we enjoy having an owner with equally strong values.**

Strategic Planning

With current working knowledge of DEN's quality expectations, we have a strong foundation on a compliant quality control plan. However, every project is different and requires pre-planning and thought towards the definable features of work and the necessary quality assurances. Therefore, **we recommend a partnering workshop upon award to establish a united, cooperative team to meet your on-call programmatic goals.** With your input during the partnering workshop, we will develop a process for communication and decision-making. As a team, we will refine the basis of our plan to reflect your program needs, verification practices and remediation efforts.

Collaboration prevents surprises

Creating Compliance

Our goal in establishing a compliant Site Specific Quality Management Plan (SSQMP) for the **on-call contract is to provide a quality management process regularly evaluated against key performance indicators.** The SSQMP outlines basic lines of communication, roles and responsibilities, and reporting procedures for all quality related items. The plan will ensure that every on-call project achieves design and construction excellence, on time, within budget, in conformance with applicable regulatory requirements, and with adherence to DEN's goals, objectives, and program requirements.

Our site staff, with the support of Christina Tetrick, will add task-specific SSQMP Exhibits that identify the definable features of work that require pre-work meetings, supplemental information, observation, etc. We generate these task-specific plans through a collaborative process with the entire project team to incorporate the lessons learned by DEN in its 20+ years of operation and our industry best practices.

Solving Problems

Because the DEN On-Call is still construction, things happen and remedial work and/or documentation is sometimes needed. We see these instances as preventable yet valuable opportunities to make things right. We'll discuss each **Remedial Action Request (RAR) or Non Conformance Report (NCR)** weekly - or daily if necessary - to make sure all of the work is completed to DEN's standards. Through this process we'll identify an agreeable solution, plan the corrective work, and verify its completeness with the task team. Closing out task orders efficiently and with timely reconciliation is paramount to successfully moving on to the next challenge.

RFP Question

The successful implementation of a quality control plan is a contract requirement for all tasks. The evaluation will consider effectiveness of Proposers plan. Unnecessarily elaborate and perceived inefficient and/or ineffective plans will receive lower scores in the evaluation.



Christina Tetrick Quality Control Manager

- Creative problem solver with a positive can-do attitude
- Experience with DEN quality expectations and airport operations
- Manages quality control with customer-centric principles

Christina has establish consistent and best practices to manage a project's quality control plan. She participates during all phases of a project's lifetime to infuse quality standards in design documents, subcontracts and in the field.

She works with our project team to ensure work is planned in compliance with the contract documents. And she oversees testing and inspecting procedures for required materials.

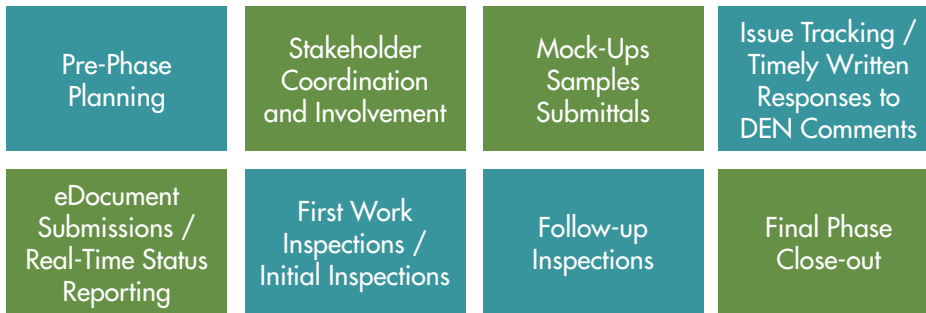
"Christina is reliable, trustworthy and a valuable asset to the City in our project coordinator efforts. I value her professionalism, experience, positive attitude and engineering capabilities."

~ Mark Lomax, Denver Department of Public Works

SSQMP Overview

Quality is a proactive management tool rather than a post-work control effort. We focus on pre-planning and phased inspections with principles of communication, defining expectations and accountability to meet the challenges and exceed DEN expectations with an SSQMP for each task order. By monitoring the quality of individual components during various construction phases, we will control the quality of the finished product.

Our team will hold Pre-Installation Meetings for subcontractors, to include the entire Swinerton/DEN project management team, so everyone understands the program principles. **Generally, our construction quality control approach includes:**



In addition to the elements of our SSQMP and construction best practices, DEN has established standards and best practices to which we must be compliant. Our SSQMP for DEN Mod 4 East Parking Structure, as outlined to the right, is inclusive of the following procedural requirements:

- | | |
|---|---|
| DEN's Quality Assurance Plan
General Conditions Title 17 s.1701-1706
ANSI/ISO/ASQ 9001-2008 | DEN Internal/External Audit Provisions
ICBO/ICC Inspection & NICET Requirements
Material Testing Compliant with ASTM E329 |
|---|---|

The elements of the SSQMP include an Inspection and Test Plan as well as the normal processes of design reviews, checklists, and managing submittals, shop drawings, RFIs, CO's, and as-builts; construction observation, monitoring, inspections, project controls, document controls, QA/ QC documentation, variance reporting & corrections, commissioning and close-out.

We will update our SSQMP as required to assure it is entirely applicable to each specific task order and the on-going changing conditions. This will include any changes or additions to the quality team personnel, test and inspection requirements, and any other supplements to or improvements of the procedures in the SSQMP.

Quality Tools

BIM 360 Field

Our quality program is reinforced by the technology of BIM 360 Glue for model collaboration and BIM 360 Field for quality and safety program collaboration. BIM 360 Field administers and documents collaboratively among all team and representatives. It ensures that each finish and material conforms to the highest standards of excellence, efficiency, reliability, safety, and cost-effectiveness.

We are currently administering BIM 360 Field on the DEN Mod 4 West Parking Structure. The application **facilitates faster communication with the DEN PM team, the DEN Special Inspection team and the DEN testing agency.** All documents pertaining to deficiencies are easily loaded and viewable by all parties including photos, RFIs, material tickets, and test reports.

Current outline for the DEN Mod 4 East Parking Structure Site Specific Quality Management Plan

Introduction

Purpose

Scope

- I. Pre-Project Planning/Quality Management Plan
- II. Quality Control Staff
- III. Design Quality Control
- IV. Construction Quality Control
- V. Quality Reporting and Record Management
- VI. Training and Preventative Action
 - A. Pre-Work Planning
 - B. Initial Inspection/10% Completion Quality Walk
 - C. Follow-Up Inspections
 - D. Final Phase Close-Out
- VII. Commissioning
- VIII. Close-Out

Attachments

- 1A. Quality Control Director and Manager Resumes and Qualifications
- 1B. Quality Control Staff Org Chart
- 2A. Technical Specification Requirements Submittal Log
- 2B. Test and Inspection Matrix
3. Statement of Special Inspection
- 4A. Suppliers and Subcontractors
- 4B. Project Emergency Contact Information
5. Quality Reporting and Recording Forms

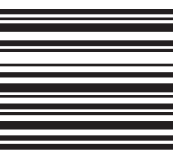


Christina Tetrick and Michael Brown perform quality inspection using BIM 360 Field at DEN



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DEN # DEN

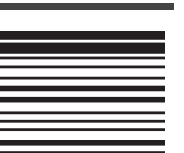
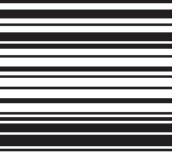


5. BIM & Scheduling



DEN # DEN

The World's Best Airport



5. BIM AND SCHEDULING

Swinerton can and will produce as-built BIM models in accordance with contract and DEN requirements.

As-Built Modeling

Change Management

Accurate and reliable as-built models for DEN begin with thorough BIM coordination efforts, ensuring each trade's work is able to be constructed and installed without deviation or conflict in the field. Each model is drawn to a development level of 400 to facilitate accurate and complete coordination, subsequent fabrication, and installation. Any necessary deviation in installation due to RFIs, ASIs, design team or owner-generated changes occurring before, during, or after coordination is tracked and updated in each model to reflect the as-built condition.

Quality Control

To confirm that all work is installed as coordinated, Swinerton performs laser scanning of the installed work and compares the laser scan with the coordinated model using Autodesk Navisworks. Any deviation between the coordinated model and the installed work is identified through this quality control process and the respective model is updated based on the laser scan, ensuring a highly accurate as-built model. If required, we can also laser scan for existing conditions prior to starting work.

Turn Over

Final as-built deliverables to DEN include detailed PDF shop drawings, native 3D model files, and a Navisworks federated model file viewable using Autodesk's free Navisworks Freedom software. If requested, we'll add hyper-links to elements in the federated Navisworks model to provide access to all product and equipment data as well as warranty information.

As-Built Model Experience

Swinerton was an early adopter of modeling technology and has been performing virtual construction services for nearly a decade. We offer a full range of BIM services including as-built modeling for large and small projects alike. On MOD 4 East we are working to provide information for your model and O&M system. The as-built information we provide will meet your expectations as we are here to support you.

RFP Question

DEN contractors must be able to produce as-built BIM models and P6 schedules in accordance with contract requirements and DEN requirements. Points will be awarded for experience in these areas and demonstrated prior use.



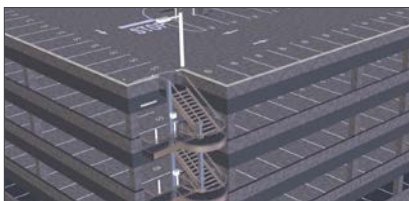
Jeremy worked with Swinerton's / DEN's Mark Hughes on the San Diego Airport Terminal 2 Expansion. Together, they produced an as-built model of the existing terminal using laser scanning as well as a model for the expansion.

Jeremy Tolman BIM Manager

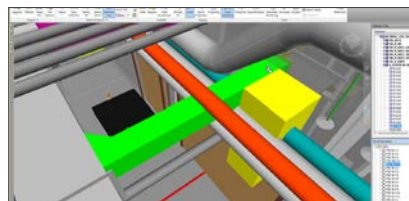
- Current knowledge of DEN BIM requirements
- Working relationship with Brendan Dillon and Emmy Thammasine
- Innovative thinker and creative problem solver - *uber tech geek!*

Complementing Jeremy's BIM experience are years of onsite construction management and preconstruction activities.

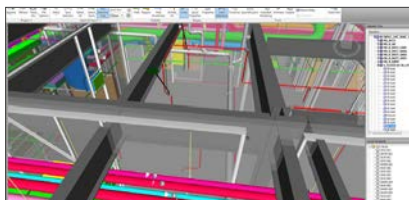
He works closely with the team to verify budget and quality information, detect clashes, track revisions and keeps accurate trend logs as well 4D schedule simulation. Jeremy also develops as-built models and integrates models into O&M programs.



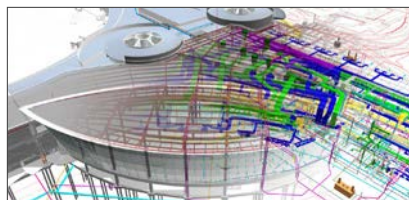
DEN Mod 4 East Parking Structure
BIM Rendering



Multi-Phase Hospital Expansion for Kaiser
BIM Warranty Information



Multi-Phase Hospital Expansion for Kaiser
BIM O&M Information



SAN Green Build Expansion
BIM Model of Master Plan

P6 Scheduling

Swinerton can and will use Primavera P6 for scheduling in accordance with contract and DEN requirements.

Swinerton has been **working with Primavera scheduling software for over 20 years** and we've developed expertizing in schedule management both from the office and in the field. When it comes to schedule, we understand the importance of clear communication with DEN and coordinating around airport operations. Our P6 **schedules go beyond our scope of work and make DEN operations a primary critical path.**

Schedule planning starts the day details of the project come to light. Utilizing Primavera P6 software, the team coordinates with key subcontractor partners to establish an accurate baseline, which then serves as the tracking mechanism for the life of the project. We **schedule in appropriate time for DEN reviews** of safety, security and operational consideration and are flexible to make adjustments that accommodate the airport's needs.

The baseline schedule is consistently updated with actual, as-built data so that the overall status of the project is always known and can be communicated to stakeholders. Major monthly updates regularly employ resources from Swinerton's own in-house scheduling department, who work closely with the construction team ensuring the information represented in the schedule is accurate and in full compliance with technical requirements. When logic changes occur, we communicate and coordinate with DEN according to your system and standards.

Effective P6 Schedule Management Case Study: Communication, Coordination, Execution @ LAWA

Swinerton developed and maintained the online P6 schedule to track progress and cost of the automated baggage handling system project at LAWA Terminal 3 while the terminal and airlines remained fully operational, and to the benefit of the airport's work breakdown structure scope definition.

LAWA web-based project management portal, E2020, facilitated communication between LAWA, Swinerton, the construction manager, design team and stakeholders to provide easy yet controlled access to project documentation, safety, quality control documents, schedule and project photos.

Weekly schedule-focused meetings addressed coordination issues with direction from LAWA operational and project staff, and with input from the design and construction team members. **Because of our diligent planning, communication, and scheduling, the airside and landside operations sustained zero complications.**

Monthly progress and management reports to LAWA detailed milestones and tasks status; additionally we provided ongoing analysis of issues related to safety, quality, cost and schedule.

Swinerton completed this project on schedule with complex phasing plans tackling work such as installation of a structural steel canopy to house two make-up air units. Electrical **shut-downs were scheduled for late night**, airline downtime which enabled Swinerton to complete conveyor cut-overs from the existing to the temporary make-up units serving the baggage handling system. Routinely, **the system was back online by 5 am – in time for the airlines to resume business as usual without disruption.**

Once the temporary make-up units were operational, Swinerton demoed the existing four make-up units to facilitate installation of new make-up units. **Diligent P6 schedule management and extensive phasing plans, approved by airport and airline stakeholders, enabled shutdown and cut-over procedures to facilitate the equipment change without interruption to airline operations.**



"The tools and technology that Swinerton brings to a project are industry leading.

The use of the touch screen Portable Electronic Plans Table is extremely user friendly and perfect for site meetings. All the project information (including CDs, Model, Schedule, SDS and Safety) can be accessed within seconds. This cuts down on potential confusion with the trades, and ensures a timely process for submittals and RFI's. The ability to see the plans electronically with all current changes greatly reduces the amount of paper used and the need to carry around multiple sets of CDs. **This type of technology definitely had a positive impact on the project and I can't imagine a project without it going forward."**

~ Mitch Blain, CBRE
Project Manager for Google

Swinerton has provided on-call construction services to Google in Colorado in 2009

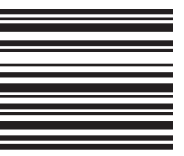
Success Factors

Information Coordination	Stakeholder Involvement
Regular Communication	Effective Meetings
Flexibility	Night Work

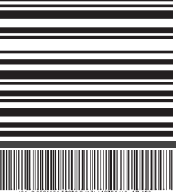


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DEN



6. Diversity & Inclusivity



DEN

The World's Best Airport



6. DIVERSITY AND INCLUSIVENESS

[RFP Question](#)

Criteria to be evaluated with respect to Diversity and Inclusiveness in City solicitations.



Office of Economic Development
Division of Small Business Opportunity

201 W. Colfax Ave, Dept. 907
Denver, CO 80202
p: 720.913.1999
f: 720.913.1809
www.denvergov.org/dsbo

Diversity and Inclusiveness* in City Solicitations Information Request Form

Type in your response, print out, sign and date; or print out and complete manually. Please print legibly.

Denver Executive Order No. 101 establishes strategies between the City and private industry to use diversity and inclusiveness to promote economic development in the City and County of Denver and to encourage more businesses to compete for City contracts and procurements. The Executive Order requires, among other things, the collection of certain information regarding the practices of the City's contractors and consultants toward diversity and inclusiveness and encourages/requires City agencies to include diversity and inclusiveness policies in selection criteria where legally permitted in solicitations for City services or goods.

Answer each item below. Missing or incomplete responses will be recorded as "no" or "none". **A proposal or response to a solicitation by a contractor/consultant that does not include this completed form shall be deemed non-responsive and rejected.**

Project Name: DEN On-Call General Construction

BID / RFP No.: Contract No. 201525269

Name of Contractor/Consultant: Swinerton Builders

Address:

6890 West 52nd Avenue, Suite 100
Arvada, Colorado, 80002-3962

Email: atownsend@swinerton.com

Business Phone No.: 303.423.9242

Business Facsimile No.: 303.423.0632

1. Do you have a Diversity and Inclusiveness Program? Yes No

If **No**, and your company size is less than 10 employees continue to question 11. Complete and sign the form.

If **Yes**, does it address:

- 1a. Employment and retention? Yes No
1b. Procurement and supply chain activities? Yes No
1c. Customer service? Yes No

2. Provide a detailed narrative of your company’s diversity and inclusiveness principles and programs. Attach any written material for your program.(This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service.)

Please see “Exhibit 1” answering this question at the end of the section.

3. How many employees does your company employ?

- 11-50 over 100
 51-100

3a. How many of your company’s employees are:

Full-time 90% Part-Time 10%

4. How does your company regularly communicate its diversity and inclusiveness policies to employees?

- Employee Training
 Pamphlets
 Public EEO postings
 Other
 Not Applicable

5. If you responded that you do not have a diversity and inclusiveness program, describe any plans your company may have to adopt such a program.

N/A

6. How often do you provide training in diversity and inclusiveness principles?

- Monthly Annually
 Quarterly Not Applicable Other _____

6a. What percentage of the total number of employees generally participate?

- 0 - 25% 50 - 75%
 23 - 50% 76 - 100% Not Applicable

7. State how you achieve diversity and inclusiveness in supply and procurement activities. (This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness.)

Please see "Exhibit 2" answering this question at the end of the section.

8. Do you have a diversity and inclusiveness committee? Yes No

8a. If so, how often does it meet?

- Monthly Annually No Committee
 Quarterly Other _____

8b. If you responded that you do not have a diversity and inclusiveness committee, describe any plans your company may have to establish such a committee.

N/A

9. Do you have a budget for diversity and inclusiveness efforts? Yes No
10. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans? Yes No
11. Would you like information detailing how to implement a Diversity and Inclusiveness program?

If yes, send an email to X0101@denvergov.org with your contact information.

Yes No

I attest that the information represented herein is true, correct and complete, to the best of my knowledge.



Signature of Person Completing Form

02/02/2016

Date

Rick Moore, Dir. of Community Relations
Printed Name of Person Completing Form

NOTE: Attach additional sheets or documentation as necessary for a complete response.

*“Diversity and inclusiveness program” means a program that invites values, perspectives and contributions of people from diverse backgrounds, and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute, and succeed within the organization’s workplace. “Diversity” encompasses a wide variety of human differences, including differences such as race, age, gender, gender identity, sexual orientation, ethnicity, physical disabilities, appearance, historically underutilized and disadvantaged persons, as well as social identities such as religion, marital status, socio-economic status, lifestyle, education, parental status, geographic background, language ability, and veteran status.”

Exhibit 1

On the following pages, you will find a summary of Swinerton Builders' diversity and inclusiveness corporate policies, principles and programs for the following:

- A. 2016 Affirmative Action Plan
- B. 2016 MBE and SBE Corporate Philosophies
 - MBE/WBE/DVBE Philosophies
 - Small Business, Small Disadvantaged Business, Women-Owned Small Business, Veteran Owned Small Business, Service Disabled Veterans Owned Small Business, HUB Zone Small Business
- C. Swinerton's Annual Report on Working with M/W/D/DV/SB Firms (2015 annual report will be available in April 2016)

Swinerton's recent DBE participation on our most recent RTD projects is stated below. We received recognition on these projects from RTD:

- RTD West Rail Line Wadsworth - 32% DBE participation
- Sheridan Park-N-Ride - 54% SBE participation

Swinerton's current DBE participation goals on DEN Mod 4 East are W/WBE design goal of 20% and construction goal of 25%:

- DEN Mod 4 East Parking Structure - on track

Swinerton actively participates in the following local Denver Metro Area programs:

- Conference of Minority Transportation Offices (COMTO)
- Colorado Association of Black Professional Engineers and Scientists (STEM Program and (JETS) Junior Engineers, Tomorrow's Scientists)
- Hispanic Contractors of Colorado (Grow Colorado)
- The Black Construction Group

Exhibit 1.A



DATE: FEBRUARY 1, 2015

To: DESIGNATED MANAGER(S)

Subj: Swinerton Builders – 2015 Affirmative Action Plan

Accompanying this letter is a copy of Swinerton Builders's revised and restated Affirmative Action Program designed to strengthen and reaffirm our commitment to implement Fair Employment Practices. The Company's policy is clear with respect to Equal Employment Opportunity for minorities, females, veterans of the Vietnam era, qualified disabled persons, and disabled veterans.

Swinerton Builders has a commitment to provide equal hiring, training, compensation, promotion, transfer, layoff, and recall benefits to all individuals, including qualified veterans and veterans of the Vietnam era, without regard to ancestry, marital status, race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability or medical condition, except where age and sex are essential bonafide occupational requirements or where handicap or medical condition is a bonafide occupational disqualification. The Company is committed to these policies because of our firm conviction that adherence to these principles will contribute significantly to the growth of our Company and to the community.

All managers and supervisory personnel are specifically charged with assuring, through enlightened leadership, the continued and positive support by all employees of these policies, and with taking positive steps to comply with the Equal Employment Opportunity, Disabled and Veterans Policies, both as to spirit and intent. Those employees who have authority to promote and hire have a special responsibility with respect to our commitment.

Each of us must be alert to avoid remarks or utterances that could be interpreted as derogatory along racial, religious, or ethnic lines. Further, sexual harassment, or harassment of any kind, will not be permitted. All people will be treated with respect by Swinerton Builders employees.

In accordance with this Affirmative Action Program, our policy statement of Equal Employment Opportunity must be posted at each Swinerton Builders office and at each location where Swinerton Builders performs construction work. Division Managers are responsible to ensure that this Equal Employment Opportunity policy statement is so posted.

Sincerely,

Gary J. Rafferty
President, COO
Swinerton Builders

Attachment

Designated Manager(s):

Kerry M. Atkinson	Curtis F. Johnson
David C. Callis	Steven L. Johnson
Scott V. Conrad	Terry M. Mckellips
George S. Ehara	Gerald E. Mejia
James E. Farrell	Mark E. Payne
Jeffrey S. Gee	Carrie L. Shaeffer
David B. Green	Kelly W. Smith
David H. Grubb, Jr.	Scott D. Tomhave
Ray A. Haj	George A. Williamson
George W. Hershman	Alan G. Wolf


CC:

David Worley	Jeffrey C. Hoopes
	Donald D. Adair
	John T. Capener
	Frank Foellmer
	Eric M. Foster
	SheriAnn Murphy
	Bradley K. Peterson
	Brenda A. Reimche
	Linda G. Schowalter
	David K. White

SWINERTON

INCORPORATED

MEMORANDUM

DATE: January 25, 2016
TO: All Swinerton Incorporated and Swinerton Affiliate Companies
FROM: Charles "Rick" Moore, MCA
VP, Director of Community Relations
Corporate Equal Opportunity Officer 
SUBJECT: 2016 MBE & SBE Corporate Philosophies

Attached are Swinerton's MBE/WBE/DVBE & SB/SDB/WOSM/SDVOSB/HUBZone Small Business Corporate Philosophies, signed by Jeffrey C. Hoopes (Chairman & CEO) and Gary J. Rafferty (President & COO). These philosophies are to be posted at all locations where the Swinerton organization conducts business; these philosophies also are to be used as we are presenting on private (MBE/WBE/DVBE), and federal (SB/SDB/WOSB/VOSB/SDVOSB/HUBZone Small Business) projects.

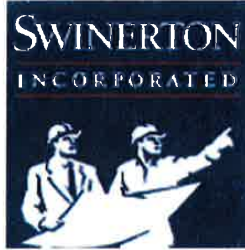
Throughout our corporate history, Swinerton has been committed to diversity and to providing opportunities to emerging firms, including those owned by small, minority, veterans, women, and HUBZone business also known as Disadvantaged Business Enterprises (DBEs). We recognize that small business is critical to our economic recovery, strength and to building America's future. This is why, in keeping with our vision, Swinerton is active in working with small and local businesses and supporting community based organizations.

Let us continue this good strive to be the best corporate citizens we can. As we pursue future construction projects it is important to reach out and give opportunities to all qualified DBEs on all projects, public and private. This is not only important to our country, core characteristics and vision but also allows us to win projects with community support and remain profitable.

So as you bid, identify projects, and work to win projects, remember the smaller subs, suppliers and businesses. Those employees, **who have authority for estimating and purchasing**, have a special responsibility to help us fulfill our commitment. Swinerton will make a good faith effort to achieve the maximum practicable participation for small business, veteran-owned small business, HUBZone small business, small disadvantaged business concerns, women-owned small business concerns, and service disabled veterans owned small businesses in all of its contracts and subcontracts, whether or not there are numerical goals.

Please contact me at (415) 984-1289 or rmoore@swinerton.com if you have any questions or if I can be of further assistance to you.

I thank you in advance for your cooperation.



**SWINERTON INCORPORATED
AND AFFILIATED COMPANIES**

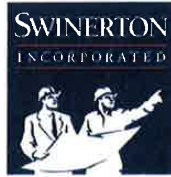
MBE/WBE/DVBE CORPORATE PHILOSOPHY

Swinerton Incorporated and Affiliated Companies (Swinerton Builders and Swinerton Builders HC) are committed to promote and increase participation of minority, women, and disabled veteran business enterprises (MBE/WBE/DVBEs) in all of their purchasing and contact business. Swinerton Incorporated believes there are a number of benefits in doing business with MBE/WBE/DVBE companies, not only to help such firms achieve long term success but also to enhance competition and provide real opportunity for those MBE/WBE/DVBE businesses who can make important contributions to our industry.

Swinerton Incorporated will endeavor to provide qualified MBE/WBE/DVBEs with the maximum opportunity to participate as suppliers and subcontractors on all construction projects. To meet this commitment the Company will actively seek to add and solicit bids from MBE/WBE/DVBE suppliers and contractors. Affirmative action will be taken consistent with prudent business practice, sound procurement policies and applicable law.


Jeffrey C. Hoopes, Chairman & CEO
Swinerton Inc.


Gary J. Rafferty, President & COO
Swinerton Builders & Swinerton Inc.



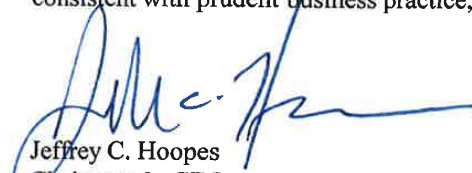
**SWINERTON INCORPORATED
AND AFFILIATE COMPANIES**

**SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, WOMEN-
OWNED SMALL BUSINESS, VETERAN OWNED SMALL BUSINESS,
SERVICE DISABLED VETERAN OWNED SMALL BUSINESS,
HUB ZONE SMALL BUSINESS**

CORPORATE PHILOSOPHY

Swinerton Incorporated and Affiliated Companies (*Swinerton Builders, Swinerton Builders HC*) are committed to promote and increase participation of small business, small disadvantaged business, woman owned small business, veteran owned small business, service disabled veteran owned small business, HUB Zone small business (SB, SDB, WOSB, VOSB, SDVOSB, HUB Zone small business) in all of their purchasing and contract business. Swinerton Incorporated believes there are a number of benefits in doing business with SB, SDB, WOSB, VOSB, SDVOSB, HUB Zone small business companies, not only to help such firms achieve long-term success but also to enhance competition and provide real opportunity for those SB, SDB, WOSB, VOSB, SDVOSB, HUB Zone small businesses who can make important contributions to our industry.

Swinerton Incorporated will endeavor to provide qualified SB, SDB, WOSB, VOSB, SDVOSB, HUB Zone Small Business with the maximum opportunity to participate as suppliers and subcontractors on all construction projects. To meet this commitment, the Company will actively seek to and solicit bids from SB, SDB, WOSB, VOSB, SDVOSB, HUB Zone small business suppliers and contractors. Affirmative action will be taken consistent with prudent business practice, sound procurement policies and applicable law.



Jeffrey C. Hoopes
Chairman & CEO


Swinerton Inc
260 Townsend Street, San Francisco, CA 94107
Main: 415.421.2980 Fax: 415.984.1204 www.swinerton.com

INTEGRITY | LEADERSHIP | PASSION | EXCELLENCE

SWINERTON

INCORPORATED

MEMORANDUM

DATE: April 17, 2015
TO: Employees of Swinerton Incorporated and Affiliate Companies
FROM: Charles "Rick" Moore
VP, Director of Community Relations
Corporate Equal Opportunity Officer 
SUBJECT: Swinerton's 2014 Annual Report on Working with M/W/D/DV/SB Firms

Throughout our corporate history, Swinerton has been committed to diversity and to providing opportunities to emerging firms, including those owned by small, minority, veterans, women, and HUBZone businesses also known as Disadvantaged Business Enterprises (DBEs). We recognize that small business is critical to our economic recovery, strength and to building America's future. This is why, in keeping with our mission, Swinerton has been active in working with small and local businesses, and supporting community based organizations.

In our report for 2014, Swinerton spent a total of \$1,587,601,051 on subcontractors and \$796,902,278 of that total was spent on (M/W/D/DV/SB) Firms. There is a \$676 million increase in subcontractor spending in 2014 compared to last year when \$910,850,608 was spent on subcontractors (*Note:* The figure for 2013 may not include all amounts paid in 2013 as the CMIC conversion took place at that time). This year's company-wide spending on subcontractors that are M/W/D/DV/SB, resulted in 50% with a 24% increase from 2013.

The data provided in the report may reflect dollar amounts being a part of alternate divisions due to our current operation/system setup. For example, the dollar amounts of the PJKK (GSA) Federal Court House Project is not included in the Government Services Division, but included in the Hawaii Division; the dollar amount for Lackland Air Force Base Project is not included in the Government Services Division, but included in the Texas Division.

Let us continue this good strive to be the best corporate citizens we can. As we work through these tough times it is important to reach out and give opportunities to all qualified DBEs on all projects, public and private. This is not only important to our country, core values and mission but also allows us to win projects with community support and remain profitable.

So as you bid, identify projects, and work to win projects, remember the smaller subs, suppliers and businesses. **Those employees, who have authority for estimating and purchasing, have a special responsibility to help us fulfill our commitment.**

Doing business with M/W/D/DV/SB in both public and private projects underscores our corporate commitment to our communities. Let's continue to reach out to these businesses to build with integrity, leadership, passion and excellence.

Please contact rmoore@swinerton.com if you have any questions or if we can provide you with further assistance.

Attachment

Exhibit 1.C

SWINERTON INCORPORATED 2014 MBE/WBE/DBE Report

Percentages of Total Sub Dollars Spent with M/W/D/DV/SB Firms For the Period of 01/01/2014 thru 12/31/2014

Operating Group	Total Sub \$ Spent	Sub \$ Spent with M/W/D/DV/SB Firms	% of Sub \$ Spent with M/W/D/DV/SB Firms 2014	% of Sub \$ Spent with M/W/D/DV/SB Firms 2013	% Change from 2013
Swinerton Builders					
SF East Bay (020)	\$ 221,771,214.41	\$ 61,014,677.04	28%	8%	20%
Nor Cal Interiors (090, 091, 092)	\$ 136,986,684.54	\$ 44,664,591.26	33%	26%	6%
Government Services (150)	\$ 34,537,098.24	\$ 23,325,025.99	68%	60%	7%
Interiors NW (291, 293)	\$ 109,993,151.56	\$ 69,037,482.70	63%	37%	25%
Hawaii (292)	\$ 141,074,266.56	\$ 73,138,039.22	52%	18%	34%
Colorado (035)	\$ 120,646,972.84	\$ 77,145,070.41	64%	70%	-6%
Colorado Interiors (036)	\$ 28,569,284.13	\$ 10,258,864.10	36%	32%	4%
Sacramento Building (041)	\$ 39,825,833.73	\$ 17,118,666.65	43%	29%	14%
Sacramento Medical (044)	\$ 84,285,542.16	\$ 38,539,996.89	46%	22%	24%
LA Building (040, 050)	\$ 300,418,743.14	\$ 183,207,161.03	61%	35%	26%
San Diego (054)	\$ 128,110,684.21	\$ 82,233,331.41	64%	41%	24%
Renewable Energy-O&M-SOLV (059, 063, 097)	\$ 65,268,970.05	\$ 35,378,655.17	54%	6%	49%
Orange County (055)	\$ 58,121,647.12	\$ 36,458,709.38	63%	29%	34%
Central - Texas (San Antonio/Austin) (612, 613, 614)	\$ 75,241,164.17	\$ 33,752,148.57	45%	45%	0%
Silicon Valley (085)	\$ 38,846,380.76	\$ 9,368,839.19	24%	22%	2%
Management & Consulting Nor Cal. (100, 101)	\$ 26,990.00	\$ 1,200.00	4%	7%	-2%
Management & Consulting So. Cal. (060)	\$ 715,305.92	\$ 67,880.00	9%	10%	-1%
Subtotal Swinerton Builders	\$ 1,584,439,933.54	\$ 794,710,339.01	50%	27%	24%
Swinerton Builders HC (071, 073, 074)	\$ 3,161,117.95	\$ 2,191,939.05	69%	50%	20%
COMPANY TOTALS	\$ 1,587,601,051.49	\$ 796,902,278.06	50%	27%	24%

Note: The data provided in this report may reflect dollars being allocated in alternate divisions. For example, PJKK (GSA) Federal Courthouse is not under Government Services, but housed in the Hawaii Division.

Exhibit 2

Swinerton Builders Small Business and Outreach Guidelines

Overview

Swinerton recognizes the importance of Small Business Enterprises (SBEs) to the economics of the construction industry, the communities they serve, and to our own success as a builder. We are committed to establishing effective business relationships with SBEs and using proactive and innovative approaches to continually improve both our business relationships and the opportunities we pursue. Our commitment is not philanthropic – the relationships we seek must meet the test of providing value to Swinerton, to our clients and to the Small Business Enterprise.

The primary objectives of Swinerton’s Small Business Enterprise utilization and outreach are to:

- Actively and routinely seek out qualified SBEs that can provide high-quality services and commodities in a competitive environment
- Encourage participation and support of supplier diversity by our major subcontractors and suppliers who are not SBEs
- Seek out opportunities to assist the development and competitiveness of SBEs through outreach programs including mentoring and instruction

SBE utilization may also be required in order to comply with Federal Acquisition Regulations, State, County, and City ordinances and goals, or specific Client expectations outlined in a Request for Proposal (RFP). Swinerton’s established SBE outreach practices have been designed to meet these requirements, however the intent of our efforts are to reach beyond these minimum standards whenever possible. Our company-wide goal is to continue to contract approximately 20% or more of our purchasing through qualified Small Business Enterprises each year.

It is the responsibility of each Division to determine their specific community outreach and SBE participation opportunities, establish a utilization goal and integrate tactics to achieve this goal into business planning strategies for new work procurement. Division goals may vary based upon location, market focus, and availability of qualified SBEs, however each Division will remain accountable for contributing to the overall organizational goal as well as meeting or exceeding compliance-related goals for specific project pursuits.

Responsibilities

We will endeavor to provide qualified SBEs with the maximum opportunity to participate as suppliers and subcontractors on our construction projects because we recognize the benefits of helping these firms achieve long term success and improving the competitive bidding process. Swinerton will actively seek and solicit bids from eligible SBEs who have successfully met the requirements of our standard Subcontractor Prequalification Process and our Subguard/Bond application.

Small business good faith efforts documentation, participation, and relevant work experience is a critical part of our ability to win work and to be in compliance. Employees who have authority for preconstruction, estimating, and project buyout have a special responsibility to fulfill our commitment to these efforts.

At the inception of a project pursuit, our preconstruction managers, estimators, and operations managers should develop a plan that involves SBE utilization as a part of our subcontracting strategy. This plan should include the means by which we will document, for audit purposes, Swinerton’s good faith efforts in working with SBEs in compliance with the contract and applicable regulations.

Reporting requirements will be explained in the RFP and/or contractual documents. When reporting is required, Swinerton may choose to generate the reports internally or subcontract the process out to an SBE. The selected Contractor/Consultant will be responsible for managing, collecting, verifying, and generating reports required by the contract documents.

Exhibit 2

Definitions

- **MINORITY** – a person who is a citizen or lawful permanent resident of the United States and who is African American, Hispanic, Asian/Pacific Islander, Native American, or Asian-Indian.
- **SMALL BUSINESS ENTERPRISE (SBE)** – a business which meets the definition of a minority business enterprise or women business enterprise, and in addition, meets the small business size standards of the Small Business Administration (SBA).
- **SMALL DISADVANTAGED BUSINESS ENTERPRISE (SDB)** – a business enterprise at least 51 percent of which is owned by minority group persons, or, in the case of publicly owned firms at least 51 percent of its stock is owned by minority group persons; and its management and daily business operations are controlled by one or more minority group persons.
- **WOMEN OWNED SMALL BUSINESS ENTERPRISE (WOSB)** – a business owned by one or more women. These minorities must own at least 51 percent of the business and must control both the management and daily business operations.
- **HISTORICALLY UNDERUTILIZED BUSINESS ZONE (HUBZone)** – a business (except tribally-owned concerns) that is a small business by SBA standards; owned and controlled at least 51% by U.S. citizens, or a Community Development Corporation, or an agricultural cooperative or an Indian tribe; Its principal office must be located within a “Historically Underutilized Business Zone,” which includes lands considered “Indian Country” and military facilities closed by the Base Realignment and Closure Act; and at least 35% of its employees must reside in a HUBZone as defined by the SBA.
- **MINORITY OWNED SMALL BUSINESS (MOSB)** – any legal entity, organized to engage in commercial transactions that is at least 51 percent owned, controlled and operated by one or more minority persons. All Federal regulations and most other state and local regulations are consistent in this definition.
- **VETERAN OWNED SMALL BUSINESS (VOSB)** – a sole proprietorship at least 51 percent owned by one or more veterans or, in the case of publicly owned business, at least 51 percent of its stock is owned by one or more veterans. Certification from www.VetBiz.gov/ is required
- **SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)** – a concern that is owned and controlled by a Service-Disabled Veteran or Service-Disabled Veterans, as defined in section 3(q) of the Small Business Act (15 U.S.C. 632(q)) and SBA’s implementing SDVOSBC Program Regulations (13 C.F.R. 125). Certification from www.VetBiz.gov/ is required
- **DISABLED VETERAN OWNED SMALL BUSINESS (DVOSB)** – a sole proprietorship at least 51 percent owned by one or more disabled veterans or, in the case of publicly owned business, at least 51 percent of its stock is owned by one or more disabled veterans. Certification from www.VetBiz.gov/ is required
- **GOOD FAITH EFFORT** – an aggressive and sincere effort on the part of a potential contractor to seek out and utilize small, minority, women, and veteran owned businesses as potential subcontractors of material, equipment, supplies or services in order to meet the participation goals established.
- **RESPONSIVE** – a subcontractor that meets Swinerton Builders bidding and contracting requirements.

Exhibit 2

Strategies for Identifying and Soliciting Small Businesses

- **ADVERTISING** – Inform the construction community with emphasis on Small Business Enterprise (SBE) contracting participation about the construction project. This can be accomplished by print advertisements in local and construction focused publications, as well as digital media such as Facebook, Twitter, etc.
- **DATABASE SEARCH** – Search both internal and external SBE databases as they pertain to the specific project.
- **IDENTIFY ANY PRECONSTRUCTION SERVICES THAT COULD UTILIZE DIVERSE FIRMS** – Identify specific assignments within the construction project and preconstruction efforts for possible SBE contracting participation. For example: review cost estimating, scheduling, MEP coordination, document control, etc.
- **SOLICITATIONS AND FOLLOW UP** – Send letters of solicitation to SBE firms identified through the City, County, and Federal Central Contractor Registration (CCR), and to those SBEs who contacted Swinerton Builders as a result of our advertising outreach in local and construction focused publications. Swinerton will follow up via phone to determine with certainty whether a firm is interested in bidding and contracting for specific portions of work.
- **CONTACT OUTREACH ORGANIZATIONS** – Contact outreach organizations that provide assistance in the recruitment and placement of SBE firms no less than 30 days prior to bidding of trade packages.
- **OUTREACH EVENTS** - A typical requirement of an RFP is a Community and SBE Outreach Event to introduce the community to Swinerton, to the project, and to certain subcontractors and business partners. In addition, we may provide clarification regarding qualification and the bidding process. The intent of such an event is to go above and beyond in providing support in our outreach endeavors and to be perceived and recognized as a valuable member of the community.
- **PRE-BID INFORMATIONAL MEETINGS** – Hold pre-bid meetings during the preconstruction process. At these pre-bid meetings the SBE community will be invited as well as large contractors. Construction project details will be discussed including a general description of trade packages. The purpose of the meeting is to allow major subcontractors to meet with smaller SBEs and exchange information with each other to develop 2nd and 3rd tier relationships.
- **COORDINATE 2ND AND 3RD TIER SUBCONTRACTOR PARTICIPATION** – Assist major trade subcontractors who are not SBEs to identify 2nd and 3rd tier contractors, subcontractors, material suppliers, and trucking firms who can work with them to execute segments of the larger subcontract. This strategy involves communicating and reinforcing goals that each of the major trade subcontractors are required meet on the project (*Note: when bidding on federal work only 1st tier contractors shall apply; 2nd and 3rd tier will not count towards small business participation*).
- **POSTING OF PLANS AND SPECIFICATIONS** – All plans and specifications may be posted (with Owner approval) at select plan rooms and at Swinerton’s local office(s) to assist SBE firms who elect to not purchase documents independently.
- **STRUCTURING OF BID PACKAGES** – Swinerton Builders may structure some contract packages into smaller economically viable packages to support more SBE participation.
- **POST-BID BID RECEIPT AND EVALUATION** – All bids will be thoroughly evaluated before a contract award. When evaluating bids received from larger businesses, an important element of our evaluation is their commitment to the SBE process and their own outreach and implementation plans.

Exhibit 2

Best Practices

EARLY REVIEW AND PLANNING - SBE utilization and outreach requirements may vary greatly dependent upon the location, funding, and nature of the project. Particular care must be taken to ensure a full understanding of the expectations related to a project pursuit as early in the process as possible.

DO NOT RELY ON PAST EXPERIENCE – requirements and expectations related to SBE utilization continuously vary. Do not assume the plan or actions taken on the last project will be suitable for the next (even with the same client or agency). Take the time to closely review the RFP or contractual documents for each pursuit to ensure our efforts are on track.

CONTINUOUS OUTREACH MINDSET – Developing a robust network of potential SBE subcontractors and suppliers takes time and effort. Cultivating an ongoing approach to outreach efforts communicates our commitment to SBE utilization. Our long range goal is to be a trusted partner to our SBEs, just as we want to be to our Clients.

MINIMIZE RISK – Early planning and a clear understanding of SBE capabilities and expectations can greatly minimize risks associated with the project. Work to identify schedule-related, financial, and other obstacles the SBE may encounter during the project.

POSITION THEM FOR SUCCESS – When our SBEs are successful, we are successful. Ensure clear communication of expectations, engage with them regularly, and give assistance that adds value.

In Summary

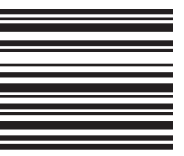
Swinerton recognizes that being the preferred builder and trusted partner in every market we serve must also apply to the communities where we work and live. We understand that Integrity, Leadership, Passion, and Excellence must be integral to every aspect of the work we do - including the quality of our SBE outreach and our efforts to achieve utilization goals.

We are committed to promoting the participation of quality small businesses and historically underutilized businesses in our project and operations procurement efforts because we believe diversity brings both expanded opportunities and greater strength to our business partner relationships.

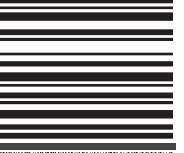


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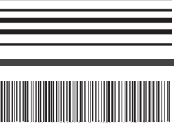
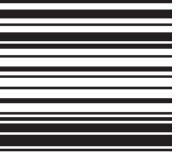


7 • Schedule of Rates & Mark Ups



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7. SCHEDULE OF RATES AND MARKUPS

(7) SCHEDULE OF RATES AND MARKUPS FORM

Refer to IP-8 for a statement of the criteria to be evaluated with respect to this section. Use this form. Include Exhibit K and Exhibit L in their entirety.

A. Position

Project Manager: \$109.20

Project Superintendent: \$100.65

Project Engineer: \$88.41

Office Engineer: \$62.97

Administrative Asst / Timekeeper: \$52.91

B. Labor Markup

Labor Markup Percentage: 9.00%

Markup to be multiplied by estimated labor cost as negotiated. Estimated labor cost will be the estimated actual labor costs submitted by contractor and verified by CCD. Estimated labor cost will include all craft wages, fringe benefits and burdens. Markup will include overhead, home office overhead safety and other training, profit, small tools, and consumables. Small tools are defined as any tool with a replacement value of \$500 or less. Consumables are defined as any materials that may be consumed by the work and are not part of the permanent installation (e.g. rags, drill bits, hard hats, safety glasses, gloves, saw blades, reciprocating saw blades, tape, welding rod, etc.).

C. Material Markup

Material Markup Percentage: 7.00%

Markup to be multiplied by actual material quotes if available or estimated cost if not available. Markup will include overhead, home office overhead and profit. Markup will not be applied to sales taxes.

D. Equipment Markup

Equipment Markup Percentage: 7.00%

Markup to be multiplied by estimated equipment costs as negotiated. Estimated equipment utilization rates will be derived from the Primedia Rental Rate Bluebook as modified by CDOT Standard Specifications for Road and Bridge Construction, Section 109.04 (c). Markup to include overhead, home office overhead and profit.

E. Subcontractor Markup

Subcontractor Markup Percentage: 4.50%

Markup to be multiplied by agreed-to subcontractor proposals submitted to the prime contractor. Markups to include all prime contractor overhead, home office overhead, and profit.

F. Engineering and Survey Markup

Engineering and Survey Markup Percentage: 4.50%

Markup to be multiplied by agreed-to subcontractor proposals submitted to the prime contractor. Markups to include all prime contractor overhead, home office overhead, and profit.

G. Testing Markup

Testing Markup Percentage: 7.00%

Markup to be multiplied by agreed-to subcontractor testing submitted to the prime contractor. Markups to include all prime contractor overhead, home office overhead, and profit.

H. Permits

Permits will be obtained by the contractor. Permit costs will be the agreed to or actual cost of the permit without markup. Costs to acquire the permit will be included in the other markups.

I. Sales Tax, Bond and Insurance

Sales tax, bonding and insurance costs will be the agreed to or actual cost without markup.

J. Additional or Extra Work Performed within a Task Order

Extra work will be performed utilizing the same markups as the original Task Order.

K. Retention

Final settlement and release of retention will be made upon completion of each Task Order rather than contract completion.

L. Subcontractors

Subcontractors will be required to use the same markups as the prime contractor. Reimbursement and mark-up percentage for subcontractor staff, when required, will be as described in section Labor Mark-up above.

EXHIBITS K & L

Core Staff Rates and

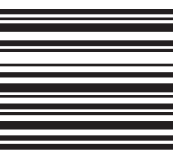
Mark Ups

**Documents produced by Contractor for the Request for Proposal 201525269 are
incorporated and herein by reference.**



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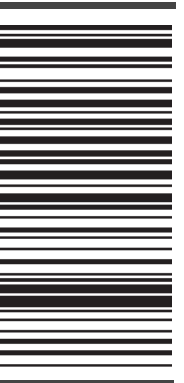


8. Proposal Forms



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**CONTRACTOR'S PROPOSAL
FORMS**

**ON-CALL GENERAL CONSTRUCTION
CONTRACT NO: 201525269**

December 2015

CONTRACTOR

Swinerton Builders

NAME

6890 West 52nd Avenue, Ste 100

ADDRESS

Arvada, Colorado 80002-3962

PROPOSAL LETTER

PROPOSER Swinerton Builders

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

This letter is in response to the Notice of Invitation for Proposals first published on November 30, 2015, for Contract No. 201525269, Denver International Airport.

The project consists of an ON-CALL GENERAL CONSTRUCTION contract. Work will consist of on-call construction services for various projects at the Airport. The scope of these projects vary widely. A general contract is needed to lead each of these projects and coordinate all the construction activities. The types of projects could include, but not limited to, gate expansion, office remodel, concourse renovation, interior finishes, structural repairs, apron concrete repair and paving, gate relocation, etc. Projects will be incorporated into the Contract through Task Orders.

The undersigned Proposer declares that it has carefully read and examined all of the contract documents which include, but are not limited to, the Technical Specifications, Construction Contract General Conditions, Special Conditions, Instructions to Proposers, and EEO provisions. Proposer hereby proposes to furnish all labor, materials, equipment, tools, transportation and services, and to discharge all duties and obligations necessary and required to perform and complete the Work as required in the Contract Documents and the Task Order Documents as provided.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents:

Addenda Nos.: #1, published Jan. 22nd - #2, published Jan. 28th - #3, published Feb. 2nd

The undersigned agrees that this Proposal is a firm offer to the City to perform and complete the Contract described above, which cannot be withdrawn for one hundred twenty (120) calendar days after the Proposals are opened or until after a contract for the work described in these Proposal documents is fully executed by the City, whichever date is earlier.

The undersigned Proposer hereby agrees to appear at Denver International Airport, Business Management Services Office, Room 8810, Airport Office Building, at any time within five (5) working days from the date of a written notice from the Manager to do so, mailed and/or faxed to the business address of Proposer and at that time the Proposer shall: (1) deliver an executed Contract which conforms with this Proposal; (2) furnish the required performance and payment

bonds in the sum of the Task 1 Proposal Amount , executed by a surety company acceptable to the Manager; and (3) furnish the required insurance documents.

Enclosed herewith is a Proposal guarantee, as defined in the Instructions to Proposers, in the amount of which Proposal guarantee the undersigned Proposer agrees is to be paid to and become the property of the City as liquidated damages should the Proposal be considered to be the best by the City and the undersigned Proposer notified that it is the apparent low Proposer and it fails to enter into contract in the form prescribed and to furnish the required performance and payment bonds and evidences of insurance within five (5) working days as stipulated above.

Attached and incorporated herein are the following proposal forms: Experience and Past Performance Information Form; Key Personnel Information Form; Quality Control Plans Form, Schedule of Prices and Quantities, and Proposal Data Forms. All of the forms must be completed. Proposer acknowledges that the City may incorporate, at its option, any or all of the data submitted by the Proposer into a contract arising out of this Proposal.

The undersigned Proposer acknowledges the right of the City to waive informalities in the Proposals, to reject any or all Proposals submitted, and to re-advertise for Proposals.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and is satisfied that they are accurate; that it has carefully checked all words and figures and all statements made in these Proposal forms; and that it has satisfied itself with respect to the actual site conditions and the nature and location of the Work, the general and local conditions which may be encountered in the performance of the Work, and other matters which in any way affect the Work or the cost thereof.

[CERTIFICATION AND SIGNATURE ON FOLLOWING PAGES]

This Proposal is submitted upon the declaration that neither, I (we), nor, to the best of my (our) knowledge, none of the members of my (our) firm or company have either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposing in connection with this Proposal.

Dated this 2nd day of February, 2016.

BUSINESS ADDRESS OF PROPOSER:

Swinerton Builders

6890 West 52nd Avenue, Ste 100

City, State, Zip Code:

Arvada, Colorado 80002-3962

Telephone Number of Proposer:

303.423.9242

Fax Number of Proposer:

303.423.0632

Social Security or Employer Id. No. of Proposer:

94-1499330

SIGNATURE OF PROPOSER:

If a Corporation:

PRINT NAME OF CORPORATION:

Swinerton Builders

Attest:

(Corporate Seal)

a California Corporation

Linda Schowalter

Secretary

By: 

Vice President / Division Manager

If a Limited Liability Company:

PRINT NAME OF LIMITED LIABILITY COMPANY:

Organized in the State of _____

By: _____

Manager

[Signature blocks for partnerships, limited partnerships and joint ventures are on following page(s)]

If a Partnership:

PRINT NAME OF PARTNERSHIP:

By: _____
General Partner

If an Individual:

_____, doing

business as _____

Signature:

(Signature blocks for joint ventures are on the next page)

Proposal Data Forms

INFORMATION ABOUT CONTRACTOR

1. Name of Proposer/Contractor: Swinerton Builders

2. Type of business entity: Corporation

NOTE: If Proposer is a **partnership** or **joint venture**, give full names of all partners or joint ventures. Proposal must be signed by all joint ventures. If Proposer is a **limited liability company**, Proposal must be signed by authorized manager (may be signed by member-manager if LLC is organized to allow management by members).

3. Prequalified by City and County of Denver as Construction Contractor : Categories: 2(a) General, 2(b) Demolition, 2(f) Interior Finish and Remodel

Monetary Limit: \$3,000,000 or less and \$6,000,000 or above

4. Address of Contractor: 6890 West 52nd Avenue, Ste 100

Arvada, Colorado 80002-3962

Telephone: 303.423.9242

Fax: 303.423.0632

5. Established where and when: 05/22/1908, California

6. Contractor's Banks: City National Bank, 2001 N. Main Street, Suite 200

Walnut Creek, CA 94596

7. Principal Officers of Contractor (managers and members if LLC):

Name: _____

Name: _____

Title: _____

Title: _____

Name: _____

Name: _____

Title: _____

Title: _____

Please see "Exhibit A" with a list of our Directors and Officers at the end of the section.

8. Proposer's/Contractor's City and License No.: 232041
County of Denver Contractor License if
it has obtained one: Class: A

A contractor license is required prior to start of construction but not prior to Proposal submittal.

9. Proposer's/Contractor's state of incorporation (state of organization if an LLC or partnership): California

10. Proposer's Surety: Fidelity & Deposit Company of Maryland (Zurich)
Liberty Mutual Insurance Company

11. Surety's State of Incorporation: California

12. Address of Contractor in other areas (if different from No. 4): Please see "Exhibit B" with a list of all office
addresses at the end of the section.

13. Name and address of person to receive payments: Deidre Jasper

6890 West 52nd Avenue, Ste 100

Arvada, Colorado 80002-3962

14. If the Proposer/Contractor is a joint venture, it shall attach a certified copy of the joint venture agreement. The joint venture agreement will not be included as a Contract Document.

N/A

15. The Proposer/Contractor shall identify all applicable labor agreements (if any) to be used in the performance of the Work:

N/A

Proposer Swinerton Builders

Proposal Data Forms

EQUAL OPPORTUNITY REPORT STATEMENT

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

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

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

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

1. The Proposer has X has not ___ developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.
2. The Proposer has X has not ___ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.
3. The Proposer has X has not ___ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does X does not ___ employ fifty or more employees.

Dated: 02/02/2016

Swinerton Builders

(Name of Proposer)

By: 

Title: Vice President / Division Manager

Proposal Data Forms

**CERTIFICATION OF NON-SEGREGATED FACILITIES
(Must be completed and submitted with the Proposal)**

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

DATED: 02/02/2016

Swinerton Builders

(Name of Proposer)

By: _____



Title: Vice President / Division Manager

COMMITMENT TO MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION

The undersigned has satisfied the MBE/WBE participant requirements in the following manner:
(please check the appropriate space)

The Proposer is committed to a minimum of 30% MBE/WBE utilization on the Project, and will submit Letters of Intent for each MBE/WBE listed in the Proposal Forms.

The Proposer is unable to meet the project goal of 30% MBE/WBE and is committed to a minimum of _____% MBE/WBE utilization on this project. The Proposer understands that it must submit a detailed statement of its good faith efforts, which occurred prior to the Proposal opening, to meet the project goal, and must submit Letters of Intent for each MBE/WBE listed in the Proposal Forms.

Proposer: Swinerton Builders
Name of Firm

By:  Vice President / Division Manager
Signature Title

Address: 6890 West 52nd Avenue, Ste 100
Street
Arvada, Colorado 80002-3962
City / State / Zip Code

Telephone: Phone 303.423.9242 303.423.0632 Fax

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Swinerton Builders	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 6890 West 52nd Avenue, Suite 100 City, state, and ZIP code Arvada, CO 80002-3962	Requester's name and address (optional)
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number												
9	4				-	1	4	9	9	3	3	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 02/02/2016
------------------	----------------------------	--------------------------

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Exhibit A List of Directors and Officers Swinerton Builders

Chairman:	Jeff Hoopes
President and COO:	Gary Rafferty
Executive Vice Presidents:	Frank Foellmer Eric Foster
Sr. VP/CFO/Sec'y	Linda Schowalter
Sr. Vice Presidents:	Don Adair John Capener Steve Johnson
Vice Presidents:	Kerry Atkinson David Callis Scott Conrad George Ehara James Farrell Jeffery Gee David Green David Grubb, Jr. Ray Haj Peter Hau George Hershman Curtis Johnson Dana Jones Terry McKellips Gerald Mejia SheriAnn Murphy Mark Payne Brad Peterson Brenda Reimche Carrie Shaeffer Kelly Smith Scott Tomhave David White Tony Williamson Alan Wolf David Worley

**Exhibit B Names and Addresses of Applicant's Parent Company and All
Subsidiaries
Swinerton Builders**

Swinerton Incorporated

260 Townsend Street, San Francisco, CA 94107
2300 Clayton Road, Suite 800, Concord, CA 94520

Swinerton Builders

6890 West 52nd Avenue, Arvada, CO 80002 (proposing office)
260 Townsend Street, San Francisco, CA 94107
15 Business Park Way, Ste. 101, Sacramento, CA 95828
2880 Lakeside Drive, Suite 300, Santa Clara, CA 95054
865 S. Figueroa Street, Suite 3000, Los Angeles, CA 90017
17731 Mitchell North, Suite 200, Irvine, CA 92614
16798 West Bernardo Drive, San Diego, CA 92127
2300 SW First Avenue, Suite 103, Portland, OR 97201
3180 139th Avenue SE, Suite 250, Bellevue, WA 98005
1003 Bishop Street, Suite 1340, Honolulu, HI 96813
5707 Southwest Parkway, Bldg One, Suite 200, Austin, TX 78735

Swinerton Management & Consulting

260 Townsend Street, San Francisco, CA 94107

Swinerton Builders Health Care

15 Business Park Way, Suite 101, Sacramento, CA 95828

Swinerton Builders Concrete Services

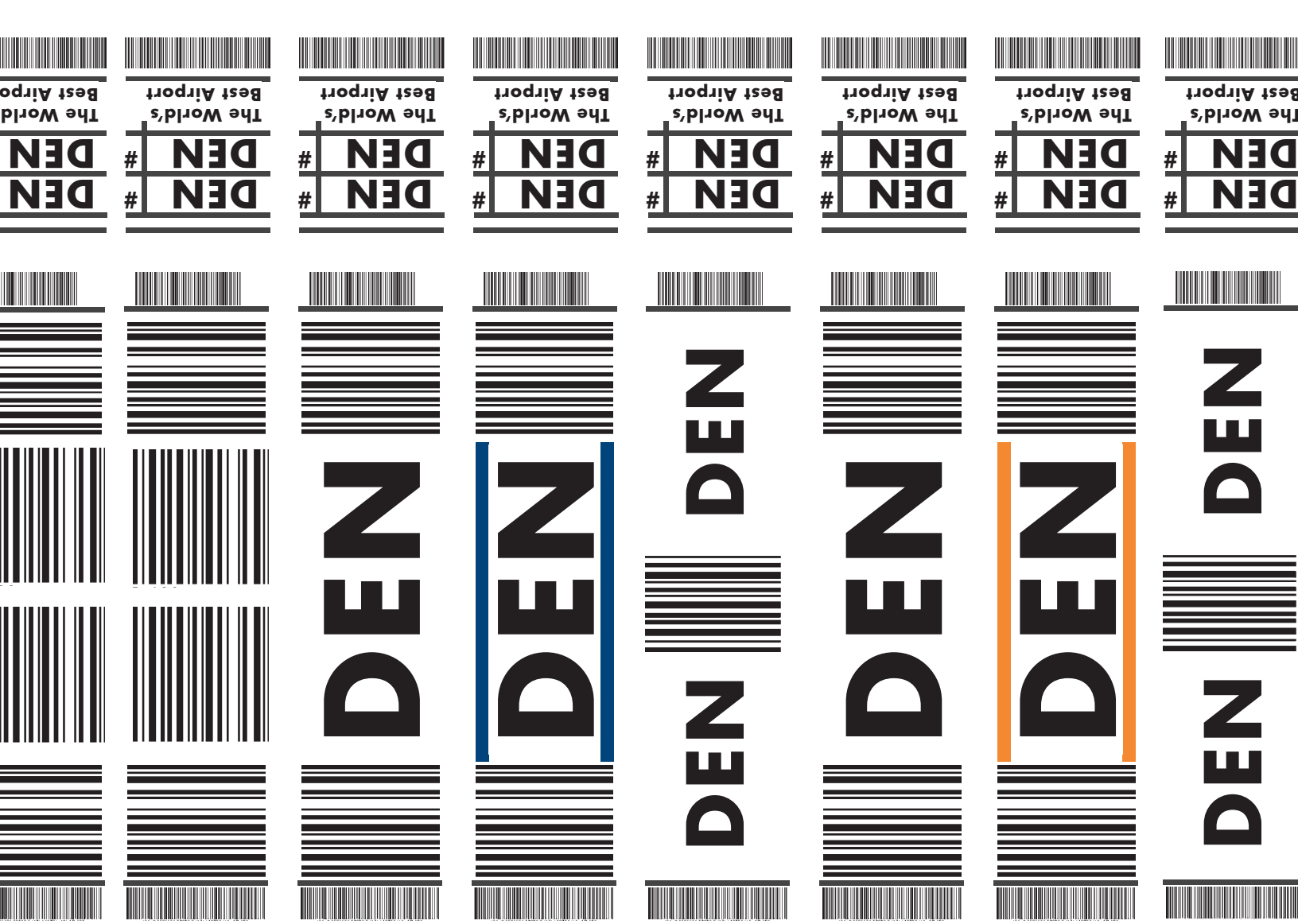
8220 Sienna Avenue, Sacramento, CA 95828

Swinerton Builders Canada, Inc.

40 King Street, Suite 4400, Toronto, Ontario, Canada M5H3Y4

Cambridge Swinerton Builders, Inc.

5901 Peachtree Dunwoody Road, NE, Building B, Suite 300, Atlanta, GA 30328





Department of Aviation
Airport Office Building, Room 8810
8500 Peña Boulevard
Denver, Colorado

(303) 342-2200
www.flydenver.com

**N O T I C E T O A P P A R E N T
B E S T P R O P O S E R**

April 22, 2016

Swinerton Builders
6890 W. 52nd Avenue
Arvada, CO 80002
Email: tkretzschmar@swinerton.com

**RE: ON-CALL GENERAL CONSTRUCTION
REQUEST FOR PROPOSAL (RFP) NO. 201525269**

Dear Mr. Kretzschmar:

As a result of the City's review of the proposals submitted for the ON-CALL GENERAL CONSTRUCTION, your company has been selected for contract negotiation.

A representative of the City will contact you in the near future to schedule a meeting to begin the process of finalizing an agreement.

CITY AND COUNTY OF DENVER

Kim Day, Chief Executive Officer

Ken Greene, Chief Operating Officer

Baker, Mark - DIA

Digitally signed by Baker, Mark - DIA
DN: c=us, o=City and County of Denver, ou=Domain Users,
ou=Employees, cn=Baker, Mark - DIA
Date: 2016.04.20 19:45:17 -0600

Mark Baker, Acting Senior Vice President
Airport Infrastructure Management

CC: Airport Infrastructure Management Files, BMS Files, ALS Files, DSBO Files

NOTICE TO PROCEED

TO:

Date:

Ladies and Gentlemen:

You are hereby authorized and directed to proceed on this date with the work of constructing the work in Task Order No. _____, Contract 201525269 On-Call General Construction, Denver International Airport, Denver, CO, as set forth in detail in the Contract Documents for the City and County of Denver.

CITY AND COUNTY OF DENVER

By _____
Senior Vice President
Airport Infrastructure Management

By _____
Chief Executive Officer
Denver International Airport

cc: List

CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION

FINAL RECEIPT

Denver, Colorado

_____, 201_

Received this date from the City and County of Denver, as full and final payment of the cost of construction pursuant to Task Order _____ under Contract No. 201525269, On-Call General Construction, Denver International Airport, Denver, Colorado, provided for in the foregoing Contract, _____

_____ 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 Work Order under said Contract.

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

CONTRACT

THIS CONTRACT, made and entered into as of the date indicated on the City signature page below, by and between 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, authorized to do business in Colorado, hereinafter referred to as the "**CONTRACTOR**".

WITNESSETH

WHEREAS, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation of task orders issued under Contract No. 201627941, 2016 On-Call Construction Services, Denver International Airport; and

WHEREAS, proposals to said advertisement have been received by the Chief Executive Officer of the Department of Aviation, who has recommended that a contract for said work be made and entered into with the above named Contractor who was the best, responsive, qualified proposer therefore; and

WHEREAS, said Contractor is now willing and able to perform all of said work in accordance with the Contract Documents and its proposal;

NOW, THEREFORE, for and in consideration of the compensation to be paid the Contractor, the mutual agreements hereinafter contained, and subject to the terms hereinafter stated, it is mutually agreed as follows:

ARTICLE I - CONTRACT DOCUMENTS: It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto and bound herewith or incorporated herein by reference constitute and shall be referred to either as the Contract Documents or the Contract, and all of said instruments, drawings and documents taken together as a whole constitute the Contract between the parties hereto, and they are as fully a part of this Contract as if they were set out verbatim and in full herein:

- Advertisement of Notice of Invitation for Proposals
- Instructions to Proposers
- Addenda (if any)
- Proposal Forms
- Proposal letter
- Schedule of Prices and Quantities
- Proposal Data Forms
- Notice to Apparent Selected Proposer
- Contract
- Appendix 1
- Compliance Plan

Payment & Performance Bond
Notice to Proceed
Form of Final Receipt
Construction Contract General Conditions
Special Conditions
Prevailing Wage Schedules
Insurance requirements
Equal Employment Opportunity Provisions
Technical Specifications (to be provided and incorporated per task order)
Contract Drawings (to be provided and incorporated per task order)
Approved Shop Drawings (to be provided and incorporated per task order)
Approved Task Orders (to be provided and incorporated per task order)
Approved Task Order Directives (to be provided and incorporated per task order)
Approved Change Orders (to be provided and incorporated per task order)
Approved Change Order Directives (to be provided and incorporated per task order)

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

Appendix No. 1

Articles I through XIV of this Contract with all Exhibits, as modified by any City-authorized Amendments, City-authorized Change Orders and Task Orders.

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

ARTICLE II - SCOPE OF WORK: The Contractor agrees to and shall furnish all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete all of the work described, drawn, set forth, shown and included in said Contract Documents.

ARTICLE III - TERMS OF PERFORMANCE: The Contractor agrees to begin the performance of the work required under this Contract within ten (10) days after being notified to commence work by the Senior Vice President of Airport Infrastructure Management and agrees to fully complete the Work in its entirety within the time frame established for each Task Order. The entire contract shall be completed June 30, 2019. This period of performance is also referred to as Contract Time. The Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

If, at the end of the Contract Time, there remains any outstanding Work to be completed under a validly issued Task Order, the Senior Vice President of Airport Infrastructure Management, in his or her sole discretion, may direct the Contractor to complete the Work in accordance with the terms and conditions of the Task Order and this Contract.

ARTICLE IV - LIQUIDATED DAMAGES: It is understood and agreed by and between the City and the Contractor that, if the Contractor fails to achieve Substantial Completion of the Work within the time set forth in the Task Order or fails to substantially complete the Milestones or Phases described in a Task Order within the time set forth in the Task Order, the City will suffer substantial damages, which damages would be difficult to accurately determine. The parties hereto have considered the possible elements of damages and have agreed that the amount of liquidated damages for the Contractor's failure to substantially complete the work within the Task Order, or to substantially complete the work described in Milestone Areas within the time set forth in the Special Conditions, shall be those amounts listed in the Special Conditions. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on its Performance Bond and Payment Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due the Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and Special Conditions.

ARTICLE V - TERMS OF PAYMENT: The City agrees to pay the Contractor for the performance and completion of all of the Work required under each authorized Task Order, in accordance with the Contract Documents. The Contractor acknowledges that this Contract is an On-Call Contract, and that there is no obligation on the City to issue any Task Orders under this Contract.

The maximum amount to be paid by the City to the Contractor for satisfactory completion of all Task Orders authorized by the City and performed by the Contractor under this Contract shall in no event exceed Twenty Five Million Dollars and NO Cents (\$25,000,000.00) ("Maximum Contract Amount"). In no event, however, shall the total amount of compensation paid to the Contractor by the City exceed the Maximum Contract Amount, as modified by any duly authorized Change Order, specified herein.

Payments will be made to the Contractor in accordance with the City's Prompt Payment Ordinance, D.R.M.C., Section 20-107, et. seq., subject to the maximum contract amount stated above. Contractor agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

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

In accordance with DRMC 20-109(e) and GC 909.1(h), Contractor agrees to waive prompt payment interest for any invoices which are not timely submitted and accepted by the City in their final, complete and responsive form. All invoices which are not submitted in their

complete and responsive form within sixty (60) days of the completion of the Work included on the invoice shall be deemed untimely.

ARTICLE VI - DISPUTES: It is agreed and understood by the parties hereto that disputes regarding this contract shall be resolved by administrative hearing under procedures described in Revised Municipal Code Section 5-17.

ARTICLE VII - CONTRACT BINDING: It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns and successors.

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

ARTICLE IX - ASSIGNMENT: The Contractor shall not assign the whole or any part of its duties, rights, and interests in this Contract without first obtaining the written consent of the CEO.

ARTICLE X - APPROVALS: In the event this Contract calls for the payment by the City of Five Million Dollars (\$5,000,000.00) or more, approval by the Board of Councilmen 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 performance of this Contract.

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

ARTICLE XII - NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

ARTICLE XIII - WAIVER OF CRS 13-20-801, et seq.: Notwithstanding any other provision of this Contract, the Contractor specifically waives all of the provisions of Colorado Revised Statutes §§ 13-20-801 – 80 as they may relate to the Contractor's performance under this Contract.

ARTICLE XIV - COORDINATION OF SERVICES: The Contractor agrees to perform its work under this Contract in accordance with the operational requirements of DIA, and all work

and movement of personnel or equipment on areas included within the DIA site shall be subject to the regulations and restrictions established by the City or its authorized agents.

ARTICLE XV - COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado, and with the charter, ordinances and rules and regulations of the City and County of Denver.

ARTICLE XVI – PROMPT PAY: The Contractor is subject to D.R.M.C. Section 20-112 wherein the Contractor is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (Section 20-107 through 20-118).

ARTICLE XVII – COLORADO OPEN RECORDS ACT: The Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and the Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Contractor asserts is confidential and exempt from disclosure. Any other provision of this Contract notwithstanding, including exhibits, attachments and other documents incorporated into this Contract by reference, all materials, records and information provided by the Contractor to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Contractor agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City.

ARTICLE XVIII – COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIRIEMENTS: This Contract is subject to all applicable provisions of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), and referred to in this Contract as the “M/WBE Ordinance”. In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of Thirty percent (30%) established for this Project utilizing properly certified M/WBE subcontractors and suppliers. 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 the approved Small Business Enterprise Compliance Plan. 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.

ARTICLE XIV – 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]

Contract Control Number: PLANE-201627941-00

Contractor Name: SWINERTON BUILDERS

By:  _____

Name: TIM KRETZSCHMOR
(please print)

Title: OPERATIONS MANAGER
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(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 _____



PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Swinerton Builders, a corporation organized under the laws of the State of

CA, hereinafter referred to as the "Contractor" and
Fidelity and Deposit Company of Maryland / Liberty Mutual Insurance Company,

a corporation organized under the laws of the State of MD / MA, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of ONE HUNDRED THOUSAND AND NO/100 Dollars (\$100,000.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has, as of the date of execution listed on the contract signature page, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and everything necessary for and required to do, perform and complete the construction of Contract No. 201627941, On-Call General Construction, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings, Task Orders, and all other Contract Documents therefore, 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 and Payment 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. At all times promptly makes 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 said 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 law; and
3. 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 at the rate of eight percent per annum.

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 17th day of June, 2016.

Swinerton Builders

CONTRACTOR

By: 
~~President~~
OPERATIONS MANAGER

Fidelity and Deposit Company of Maryland
SURETY

Liberty Mutual Insurance Company

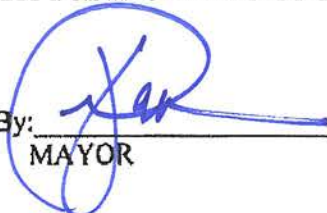
SURETY

By: 
Betty L. Tolentino, Attorney-in-Fact

By: 
Attorney-in-Fact Betty L. Tolentino

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


CITY AND COUNTY OF DENVER

By: 
MAYOR

By: 
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

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

By: 
Assistant City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)
On June 17, 2016 before me, Janet C. Rojo, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Betty L. Tolentino
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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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County of San Francisco)
On June 17, 2016 before me, Janet C. Rojo, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Betty L. Tolentino
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual 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.

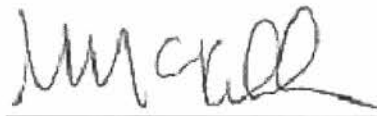
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

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 20th day of August, A.D. 2015.

ATTEST:

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



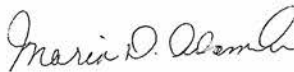
By: 
Secretary
Michael McKibben


Vice President
Thomas O. McClellan

State of Maryland
County of Baltimore

On this 20th day of August, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and MICHAEL MCKIBBEN, 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, depose 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, Notary Public
My Commission Expires: July 8, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of June, 20 16.



Gerald F. Haley

Gerald F. Haley, Vice President

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. 7207032

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; R.A Bass; 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 14th day of December, 2015.



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 14th day of December, 2015, 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.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

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 17th day of June, 2016.



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.

City and County of Denver



DENVER
THE MILE HIGH CITY

DEPARTMENT OF AVIATION
DEPARTMENT OF PUBLIC WORKS

**STANDARD SPECIFICATIONS FOR
CONSTRUCTION
GENERAL CONTRACT CONDITIONS**

2011 Edition

Statement

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

**CONSTRUCTION CONTRACT GENERAL CONDITIONS
2011 Edition**

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SPECIAL CONDITIONS

SC-1 CONSTRUCTION CONTRACT GENERAL CONDITIONS

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

Office of the Cashier
Wellington E. Webb Municipal Office Bldg.
201 West Colfax Avenue
Denver, CO 80202
7:30 A.M. to 4:30 P.M.

The City will not supply any copies of the General Contract Conditions to the Contractor at City expense; however, the Contractor may access the General Conditions on the Internet at:

<http://www.denvergov.org/constructioncontracts/ContractAdministration/ContractorResources/tabid/443154/Default.aspx>

SC-2 CONSTRUCTION DOCUMENTS

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

- Document
- Volumes 1 – 2 (See the “Master Table of Contents,” page TOC-ii, for the content of these volumes)
- Contract Drawings
- Change Orders and Change Order Directives
- Task Orders

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

In addition, any proposal requests (Task Order) submitted hereunder, including any plans, specifications, drawings or other documents attached thereto and any Contractor Pricing Proposals submitted in response to a Task Order and any Final Task Order

issued hereunder shall be included as Contract documents and incorporated herein by reference as they may be hereinafter generated.

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

SC-3 REVISIONS TO G.C. 201

The second sentence of GC 201 is amended to read: “The unit responsible for this management and control is the Airport Infrastructure Management Offices under the supervision of the Senior Vice President - 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:

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

Senior Vice President - Airport Infrastructure Management (SVP-AIM) who reports to the CEO. Airport Infrastructure Management office, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

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

Project Manager, the City representative who has day to day administrative responsibility of this Contract, and who reports to the SVP-AIM. All notices, requests, pay applications (pursuant to G.C. 902), and other correspondence from the Contractor shall be sent to the assigned Project Manager unless otherwise provided in this Contract. The Project Manager for this Contract is: Frank Palumbo Airport Infrastructure Management Office, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249, phone 303-342-2639

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

SC-5 CONTRACTOR PERFORMANCE; SUBCONTRACTING

With respect to General Condition 501, no more than 90% 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.

SC-7 PROSECUTION AND COMPLETION OF THE WORK:

Any applicable Milestones will be established in each Task Order.

The Work to be performed under the Contract is issued as Task Orders. Task #1 is identified in the plans and specifications attached and incorporated into this RFP-Contract. The schedule for Task #1 is as set forth below.

Work will be issued to the Contractor as Task Orders upon reaching a negotiated agreement between the Contractor and the City as to the cost of the work. Markups on labor, materials, equipment, and subcontractors will be applied to the negotiated costs, in accordance with the contract terms. All contractor proposals for Task Order work or Task Order Change Orders will be in a format as outlined in the Task Order Notice. Proposal line items will include quantities and units of work as well as man-hours and material cost per unit. Work for which a negotiated cost agreement cannot be reached between the City and the Contractor may be, at the direction of the Assistant Manager, performed and compensated on a time and materials basis, with the associated markups applied.

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

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

be granted by the Manager in accordance with the provisions of these General Contract Conditions and Special Contract Conditions.

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

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

SC-8 TASK ORDER NOTICE TO PROCEED

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

SC-9 LIQUIDATED DAMAGES

A. Completion of Work

Milestones and related Liquidated Damages may be identified in each Task Order. If the Contractor fails to complete the work within the negotiated time specified in the Task Order and/or Notice to Proceed, or any extension thereof, the Contractor shall pay the City liquidated damages in the amount of \$100.00 per day unless otherwise noted in the Task Order. 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.

B. For Disruption of Airport Activities for Any and All Task Orders.

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

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

- Amount per incident
- 1. Disruption of Fire Alarm – First Incident \$1000.00
 - 2. Disruption of Fire Alarm – All other incidents \$2000.00
 - 3. Disruption of Airline Baggage Operations– First Incident - \$2000.00 per hour
 - 4. Disruption of Airline Baggage Operations -All other incidents \$4000.00 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 \$1000.00/ incident
 - Second Incident \$2000.00/ incident
 - 6. 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.

Article IV of the Contract and General Contract Condition 602 provide additional terms and conditions regarding payment and withholding of liquidated damages.

SC-10 PRECONSTRUCTION MEETING

Prior to the issuance of the first Task Order and the start of such work, the Contractor, and the City shall meet and resolve any and all issues that may pertain to the understanding of the terms and conditions of the contract. Individual pre-construction meetings will be held at the City’s discretion on each issued Task Order prior to issuance of a Notice to Proceed for that Task Order.

SC-11 SECURITY AND PERSONNEL ACCESS

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

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

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

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

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

security controls. The Contractor's **Guarantee Maximum Price / Total Contract BID Amount / Task Order Proposal** shall include the cost of providing security services to maintain control and supervision of any and all airport perimeter security boundary breaches and for the duration of work activities where access to restricted areas is required and until the airport perimeter security boundaries are reestablished.

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

The importance of this special condition cannot be over-emphasized. Severe financial penalties as well as contract termination could result if airport perimeter security requirements are not strictly followed. The requirement to provide one hundred percent (100%) control and SUPERVISION of breaches in the airport's perimeter security boundary is absolute. At no time, during work and non-work hours shall any breaches in the airport's security PERIMETER be UNSUPERVISED and / or UNSECURED.

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

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

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

DIA Contact: Glenn Spies
(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-12 CONSTRUCTION ACCESS

The work sites may be located at the Denver International Airport Terminal Parking Garages. The Contractor shall have access to the work site via DIA Revenue Control System.

The City will not provide parking spaces for the Contractor's employees or subcontractor employees at the Airport. Arrangements for transportation and parking for all of its and its subcontractors employees will be the responsibility of the Contractor. The Task Order amount shall include any and all costs associated with the Contractor's and subcontractors' employee parking.

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

SC-13 VEHICLE PERMITTING

Vehicle access on the Airport Operation Area (“AOA”) is controlled by and 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. It is anticipated that access will be required to the secure baggage handling area of the Terminal. Only direct construction support vehicles and/or equipment will be allowed in the contractor's work areas or sites.

SC-14 VENDORS AND SUPPLIERS

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

SC-15 COMMUNICATION DEVICES

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

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

The Contractor and its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order No. 94 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-17 ATTORNEY'S FEES

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

SC-18 INSURANCE 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 Sample Insurance Certificate attached to these Special Conditions. The Contractor specifically agrees to comply with each condition, requirement or specification set forth in the attachment for each required coverage during all periods when the required coverage's are in effect.

Contractor and sub-contractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, 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 & Technologies, 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-19 SUBCONTRACTOR RELEASES

The release form referred to in General Condition 907 is attached to these Special Conditions. It is entitled "Denver International Airport Partial Lien Release."

SC-20 ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS, FEDERAL PROVISIONS

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

SC-21 APPLICATIONS FOR AND PROGRESS PAYMENTS TO CONTRACTORS

General Condition 902.3 is amended by the addition of the following:

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

1. The Contractor shall submit a complete and separate application for payment for the work estimates of each Task Order performed during the specified billing period.
2. Each submitted estimate shall specify the percent of the work complete. This percentage shall be certified by the Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate.
3. Each estimate of work completed shall also specifically identify those MBE/WBE Subcontractors or Suppliers that the Contractor is utilizing on the Project pursuant to the requirements of Article VII, Division 1 and 3 of Chapter 28, of the D.R.M.C.
4. Each estimate of work for each Task Order performed shall be submitted using a separate Application for Progress Payment Task Order Contracts (Form CM-18A), accompanied by either duplicate sets of verified Contractor's Certifications of Payment (Form CM-19), or by verified Partial Release of Contractor forms from each subcontractor and supplier (Form CM-26). Each estimate of work completed shall also be accompanied by:
 - a. A written schedule of values, which set out the quantities and costs for the Project and
 - b. The Project Engineer/Manager's, or as applicable, Consulting Architect's or Engineer's estimated statement of the percentage of work completed for each line item of cost for which he City has promised to pay the Contractor. The Contractor shall also submit to the Auditor and other appropriate officials of the City, in a timely fashion, all information required by General Conditions Title 10.
5. The estimate of the percentage of estimate of work completed shall constitute a representation by the Contractor to the City that the work has progressed to the point indicated; that the quality of the work covered by the estimate is in accordance with the Contract Documents; that each obligation covered by the estimate (except as otherwise noted), and the payments required will be used to discharge such obligation unless previously discharged; and that the Contractor is entitled to payment in the amount requested. The Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate, with the assistance of input from the Project Construction Manager, in the event that such has been retained, will also verify the estimate of work completed prior to any acceptance by the City.
6. The Contractor warrants that:

- a. Title to work covered by an estimate of work completed will pass to the City by incorporation into the completed work;
 - b. Work covered by previous estimates of work completed is free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as “liens”, except for any interest created by retainage; and
 - c. No work covered by an estimate of work completed will have been acquired by the Contractor, or any other person or entity performing work at the work site or furnishing materials or equipment for the Project and that no work covered by any estimate is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person or entity.
7. Approval of an estimate of work completed or actual payment shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any estimate item.
 8. Pursuant to General Condition 908, applications for a reduction in retainage must be accompanied by Partial Release of Contractor forms from each subcontractor or supplier (Form LR-1).
 9. The final estimate for payment shall also be accompanied by Final Lien Release forms from each subcontractor and supplier (Form CM-70).
 10. Receipt of Contractor’s Certifications of Payment or Partial Lien Release forms by the City hereunder shall not act to impair the City’s Obligations imposed by C.R.S. 38-26-107 or successor statute.
 11. If the Contractor disputes a subcontractor’s and/or supplier’s entitlement to a portion of the previous month’s payment, the Contractor need not submit a Contractor’s Certificate of Payment or Partial Release for Contractors from such subcontractor and/or supplier. However, in lieu of such submittal, the Contractor shall submit to the City copies of a written communication from the Contractor to such subcontractor and/or supplier explaining the Contractor’s determination not to render payment to such subcontractor or supplier, together with proof of service of such written communication upon such subcontractor and/or supplier.

SC-22 REVISIONS TO G.C. 1102

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

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

SC-23 DESCRIPTION OF TASK ORDER

The Project Manager will provide the Contractor with a Task Notice for Proposal (TNP) describing the services/work to be provided for any Task Order. The Contractor shall respond to the City's request for TNP within 2 working days by (1) visiting the proposed work site in the company of the Project Manager or the Project Manager's authorized representative, or (2) establishing verbal contact with the Project Manager or the Project Manager's authorized representative to further define the scope of the work. The Contractor shall then furnish a work plan and price proposal to the Project Manager for all work described in the TNP. Time for the submittal of the work plan and proposal shall be identified on the TNP. The Contractor shall submit to the Project Manager requests for site inspections and other investigations as necessary for its preparation of a work plan and proposal.

The work plan and proposal shall indicate, but not be limited to:

- a statement of the work to be accomplished
- discussion of the implementation process to include the method of operation, type of equipment, key personnel and subcontractors
- how quality of materials and workmanship will be established and maintained
- any additional design requirements
- special considerations
- schedule and keep milestones

The work shall be broken down according to CSI Divisions. Proposal line items will include quantities and units of work as well as man-hours and material cost per unit. It shall be subject to negotiation with the Project Manager. Mark-ups on labor, material, equipment, and subcontractors will be applied to agreed to amounts. Costs for performance and payment bonds will be included as a separate item. The City will review the work plan proposal for completeness and negotiate conditions of performance with the Contractor. If suitable conditions of performance including price and time cannot be negotiated, a Task Order and Notice to Proceed will not be executed or if critical, may be performed on a time and material basis with the mark-ups included with this proposal applied. The City may utilize other means to procure the required work at any time.

Prior to submitting a work plan and price proposal, the Contractor shall inspect the work site and its surroundings. Requests for site visits shall be submitted to the Project Manager. For purposes of the contract, it shall be conclusively presumed that the Contractor has made a thorough inspection of the site and has waived the right to claim extra payment or time extensions for conditions which would have been evident during that inspection. Because the Proposal information cannot be guaranteed, the Contractor shall have assumed the risks attendant to successful performance of the work except for the risk of encountering differing site conditions which are defined in the General Conditions, and shall never make claim for additional payments or time extensions on

the grounds that the nature or amount of work to be done was not understood by the Contractor at the time of submittal of the work plan and price proposal.

SC-24 FUND AVAILABILITY

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

SC-25 PERFORMANCE AND PAYMENT BOND

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

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

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

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

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

SC-26 TASK ORDER PROCESS

TASK ORDERS

Upon review of any Contractor pricing submittal made pursuant to a Task Notice for Proposal, the City may, at its sole discretion, direct that the work described in the Task

Notice for Proposal and priced by the Contractor be completed by issuance of a Task Order to the Contractor or reject the pricing submittal.

The City reserves the right to issue such a Task Order, at the price (either lump sum or time and material) and under the terms of the Contractor's pricing submittal, at any time before the expiration 120 consecutive calendar days from the date the pricing submittal was received by the City. If no Task Order is issued and the pricing submittal is not rejected within this period, the Contractor's pricing Proposal shall be deemed rejected by the City.

A Task Order shall not be issued and no work shall commence until such time as the Task Order is signed by the Contractor and all designated City officials and the Contractor has submitted a Payment and Performance Bond or Bond Change Rider for the work satisfactory to the City Attorney and the CEO.

Upon issuance of a Task Order, the Contractor agrees to satisfactorily perform and complete all work or effort described in each issued Task Order or any subsequently issued Task Order Changes within the period of performance specified in the Task Order and Notice to Proceed plus such extensions of time as may be granted by the Manager in accordance with the provisions of this contract.

TASK ORDER CHANGES

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

TASK ORDER CLOSEOUT

After all work performed under each Task Order has been accepted hereunder, final payment and Task Order closeout shall be made in accordance with the terms and conditions of General Contract Condition 910 FINAL ESTIMATE AND PAYMENT. Except that, with the consent of the contractor, legal advertisement, pursuant to Article 26, Colorado Revised Statutes as amended may be held for Task Orders which do not exceed Fifteen Thousand Dollars (\$15,000.00) until such time as several such projects are completed and eligible for legal advertisement.

CONTRACT CLOSE-OUT

Following final closeout of all Task Orders performed hereunder, the Contract shall proceed to final contract closeout. Final contract closeout shall be completed in accordance with all procedures, terms and conditions set forth in the General

Conditions except that final settlement and release or retention will be made upon completion of each Task Order rather than contract completion. In addition, Contractor shall execute a Final Receipt and provide a final contract closeout.

SC-27 TASK ORDER DIRECTIVE

A Task Order Directive is a written order, signed by the Manager or the Manager's designated representative, which directs the Contractor to commence a Task Order prior to complete agreement on or execution of a Task Order.

Upon receipt of a Task Order Directive, the Contractor shall immediately sign the Task Order Directive and return it to the Project Manager, and shall immediately proceed with performing the work. The Contractor, within fifteen (15) days after receiving the Task Order Directive, shall provide the Project Manager with a complete and itemized proposal which includes the estimated increase or decrease in the Contract Amount and/or Contract Time attributable to the planned work.

Time and Materials

- a. The City will identify a cost estimate or a Not to Exceed lump sum for the work described in the Task Order Directive. If the maximum cost of the work to be performed under the Task Order Directive has not been agreed upon and reduced to writing in the actual Task Order Directive, the Contractor shall proceed with such Work on a Time and Material basis through completion of the Task Order Directive or until the cost of the work has been agreed upon for the Task Order Directive.
- b. Whenever Work is performed on a Time and Material basis, the Contractor shall fully document all costs associated with such work. Beginning with the first Day such Work is performed, and on a daily basis thereafter, the Contractor shall submit to the Project Manager a daily itemization of all such costs in such form as the Project Manger may require.
- c. The final Task Order Directive amount performed on a Time and Material basis shall be calculated in accordance with the Schedule of Prices and Quantities indicated in this contract.

SC-28 TASK ORDER DIRECTIVES AND CHANGE ORDER DIRECTIVES

"Work", as defined in the General Conditions, shall include all work under any Task Order or Task Order Directive. Any reference in the General Conditions to "Change Directive" shall mean "Change Order Directive".

SC-29 SUBCONTRACTOR

The term "subcontractor" includes a labor pool.

SC-30 NOTICE TO PROCEED AND COMPLETION OF THE WORK

GC 302 is hereby deleted and replaced with the following:

- .1 A written Initial Notice to Proceed will be issued by the Deputy Manager to initiate the Contract only, and such Initial Notice to Proceed is not authorization for the Contractor to proceed with the Work or to proceed with mobilization. Thereafter, the Deputy Manager may issue a Task Order and subsequent NTP authorizing Work and/or mobilization.
- .2 Upon issuance of the Initial Notice to Proceed, the Contractor is allowed and authorized to incur reimbursable costs related to insurance, payment and performance bonds, and such other essential activities such as security access (vehicular access and personnel badging). Home office overhead, core staff and other allowable general conditions costs are not authorized under the initial Notice to Proceed.
- .3 Core staff and agreed upon general conditions' costs are authorized and allowed only for the time Work is authorized pursuant to a Second or subsequent Notice to Proceed and Task Order issued by the Project Manager. These costs, in part, are identified on Schedule of Prices and Quantities attached hereto, related to the rates and charges mutually agreed upon by City and Contractor. Requests for Task Order pricing proposals will not authorize the contractor to accumulate reimbursable costs. Costs for Task Order proposal preparation and Task Order negotiation will not be reimbursable. Upon the substantial completion of Work under any subsequent Notice to Proceed, including a Second Notice to Proceed and/or Work Order, whichever is applicable, reimbursement for these costs expires unless otherwise agreed to in writing and authorized by the Project Manager, limited to the sole and only purpose of facilitating Final Completion of the authorized Work. Any costs the Contractor incurs, except for those costs allowed under the Initial Notice to Proceed, after substantial completion without written authorization by the Project Manager shall be absorbed by the Contractor and shall be at the Contractor's own risk.
- .4 If any milestones are described in the Contract Documents, the Work described by each milestone shall be accomplished in accordance with the Contract Documents within the specified Contract Time, or in the alternative, if a Task Order is issued for Work, than the Work shall be accomplished in accordance with the Task Order and completed within the time set forth by said Task Order.

SC-31 MOBILIZATION

The Contractor, upon issuance of a Task Order, shall submit a detailed mobilization plan to the Deputy Manager, or the Deputy Manager's designee, setting forth the proposed location for mobilization, mobilization costs and equipment to be rented or purchased for the specific Work authorized. All such costs are subject to the approval of the Deputy Manager, or the Deputy Manager's designee, and any equipment purchase or rental costs wherein the value of such equipment is paid for in excess of 90% of such value, then such equipment may, at the end of the Contract Time or Final Completion, whichever occurs earlier, become subject to ownership by the City

(Airport) at City's option. Further, such equipment shall be used solely by the Contractor for Work under this Contract unless otherwise authorized by the Deputy Manager. Such equipment shall not be used for personal uses or activities.

SC-32 BONDS, SALES TAX AND INSURANCE

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

SC-33 SUBCONTRACTOR PAYMENTS AND SUBCONTRACTOR RELEASES – REQUIRED USE OF THE B2G CONTRACT MANAGEMENT SYSTEM

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

SC-34 CHANGE ORDER DIRECTIVE

Any reference in the General Conditions to "Change Order" shall mean "Change Order Directive".

SC-35 PROJECT CONTROLS REQUIREMENTS

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

SC-36 PAYMENTS TO CONTRACTORS

The Contractor recognizes and agrees that applications for payment shall be submitted using the Textura® Construction Payment Management System (CPM System), which

will also be the payment mechanism to disburse payments to sub-contractors used on this Project.

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

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

Agency/Firm

DEN Division CA
DEN Division PM
DEN Division Director
DEN Contract Svcs CA
DEN Contract Svcs Supervisor
C&C Denver Prevailing Wage

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.

INSURANCE CERTIFICATE

**The Insurance Certificate which applies to this contract is
contained in the pages immediately following this page.
These pages are not included in the page numbering of this contract document.**

Do not submit the insurance form with the Proposal. This form outlines the insurance coverages and minimum limits of liability for the contract which must be in place and maintained for the duration of this contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 1255 Battery Street, Suite 450 San Francisco CA 94111	CONTACT NAME: PHONE (A/C, No, Ext): 415-391-1500 E-MAIL ADDRESS: gcscsfcerts@ajg.com FAX (A/C, No): 415-391-1882														
INSURED Swinerton Incorporated and all Contractors of any tier enrolled in the CCIP 260 Townsend Street San Francisco CA 94107	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td>INSURER B : Allied World Assurance Co (U.S.) In</td> <td style="text-align: center;">19489</td> </tr> <tr> <td>INSURER C : Liberty Mutual Fire Insurance Compa</td> <td style="text-align: center;">23035</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Allied World Assurance Co (U.S.) In	19489	INSURER C : Liberty Mutual Fire Insurance Compa	23035	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 706130560** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GLO557173200	8/1/2012	8/1/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$4,000,000	PRODUCTS - COMP/OP AGG	\$4,000,000		\$
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	\$																				
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp/Coll <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Ded: \$10K	Y	Y	AS2661066493025	8/1/2015	8/1/2016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$2,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	\$																				
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC 5571733-02	8/1/2015	8/1/2017	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE - EA EMPLOYEE		\$1,000,000	E.L. DISEASE - POLICY LIMIT		\$1,000,000		
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E.L. DISEASE - POLICY LIMIT		\$1,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance Coverage Project:

CERTIFICATE HOLDER SAMPLE CERTIFICATE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF LEASED
EQUIPMENT – AUTOMATIC STATUS WHEN
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Who Is An Insured (Section II) is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.



ZURICH [®]

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO557173200	08/01/2012	08/01/2017	08/01/2012	09109-000	-----	-----

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:**
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of Paragraphs A. and B. above:**
 - 1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to:**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

 - 1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. Supervisory, inspection, architectural or engineering activities.

- E. The additional insured must see to it that:
1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
 2. We receive written notice of a claim or "suit" as soon as practicable; and
 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.
- F. For the coverage provided by this endorsement:
1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:
This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:
This insurance is excess over:
Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.
- G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED, THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
<p>Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURENCE OF LOSS"

Issued by: **Liberty Mutual Fire Insurance Co**

For attachment to Policy No **WA266DO66493015** :ffective Date **08/01/2015**

Premium \$

Issued to: **Swinerton Incorporated ET AL**



ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED	
POLICY NUMBER		
CARRIER		
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

GENERAL LIABILITY:

- *Primary and non-contributory when required by written contract per form U GL 1175 D CW(10/11)
- *Additional Insured Automatic Owners, Lessees or Contractors: U GL 1175 D CW(10/11)
- *Waiver of Subrogation if required by written contract per attached form CG24040509

AUTOMOBILE LIABILITY:

- * Additional Insured when required by written contract per form: CA 20 48
- *Waiver of Subrogation if required by written contract per attached form CA 04 44 03

WORKERS' COMPENSATION:

- * Waiver of Subrogation if required by written contract per form WC 00 03 13

UMBRELLA/EXCESS

Excess coverage follows primary GL,EL policies, subject to policy terms,conditions and exclusion.

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION**

Certificate Holder Information:

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

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201525269 – On Call Construction

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability

Minimum Limits of Liability (In Thousands)	\$100, \$500, \$100
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1. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement. Any such rejections previously effected, must have been revoked as of the date Contractor executes this Agreement.
2. If the contractor/consultant is a sole proprietor, Workers' Compensation is waived per State of Colorado law.

Commercial General Liability

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

The policy must provide the following:

1. That this Agreement is an Insured Contract under the policy.
2. Defense costs are outside the limits of liability.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion).
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
5. The full limits of coverage must be dedicated to apply to each project/location.
6. If liquor is to be sold or distributed, then Liquor Liability, (\$1,000,000 per claim and \$1,000,000 policy aggregate limit) with the City as an additional insured is required.

Business Automobile Liability

Minimum Limits of Liability (In Thousands):

Combined Single Limit	\$1,000
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The policy must provide the following:

1. Coverage applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
2. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy.

II. ADDITIONAL COVERAGE

Excess/Umbrella Liability

Minimum Limits of Liability (In Thousands):

Umbrella Liability Controlled Area	Each Occurrence and aggregate	\$9,000
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The policy must provide the following:

1. Coverage must be written on a "follow form" or broader basis.
2. Any combination of primary and excess coverage may be used to achieve required limits.
3. If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

Professional Liability, Design, Engineering and Construction Supervision

Minimum Limits of Liability (In Thousands)

Per Claim	\$1,000
Aggregate	\$1,000

The policy must provide the following:

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

Builders' Risk Insurance or Installation Floater

Minimum Limits of Liability (In Thousands)

Special Completed Value Basis

The policy must provide the following:

1. The insurance must be 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.
2. The 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.
3. The Policy shall remain in force until formal acceptance of the project by the City or the placement of permanent property insurance coverage whichever is later.
4. The Builders' Risk shall include a Beneficial Occupancy Clause. The policy shall specifically permit occupancy of the building during construction. 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.
5. 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).

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:

1. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. 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.

5. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better.
6. For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
7. No changes, modifications or interlineations on this document 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.



DENVER INTERNATIONAL AIRPORT
PARTIAL LIEN RELEASE – CONSTRUCTION
(Subcontractor)

Project: _____

Date: _____

City Contract No. _____

Current Subcontract
Amount: \$ _____

FROM:
billing

(1) Last Progress Payment for

Subcontractor _____

period ending _____ 20____
\$ _____

Address: _____

City/State: _____

(2) Progress invoiced for previous billing
period (if unpaid) _____ 20____
\$ _____

Telephone: _____

TO:
Contractor _____

(3) Progress invoiced for current billing
period ending _____ 20____

Address: _____

\$ _____

City/State: _____

(4) Total Paid to Date:
\$ _____

[] MBE/WBE [] SBE [] DBE [] Non

The undersigned Subcontractor hereby (1) acknowledges receipt of the progress payment referred to above as the Last Progress Payment which, when added to the total of all previous progress payments, constitutes full payment, less retainage, for all labor, services, material and supplies which the undersigned has provided for use in and upon the project described above through _____, 20____ and, (2) hereby releases the Contractor, surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier from any and all claims prior to the above mentioned date, except for the withheld retainage.

The Subcontractor also hereby agrees that the Contractor, Surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier shall be released from any and all claims arising out of its performance or non-performance of any contract associated with the above project through _____, 20____, except for withheld retainage after it has received full payment, less retainage, of the amount invoiced for the current billing period.

Subcontractor: _____

Certified by: _____

Title: _____

Date: _____

(Form: CM-26 Revised: Feb 2007)



DENVER INTERNATIONAL AIRPORT
FINAL LIEN RELEASE – CONSTRUCTION
(Subcontractor)

Project: _____

Date: _____

City Contract No. _____

Subcontractor Contract No. _____

Dated: _____, 20__

FROM:
Subcontractor: _____
billing

(1) Last Progress Payment for
period ending _____, 20__

Address: _____

\$ _____

City/State: _____

(2) Does not apply

Telephone: _____

TO:
Contractor: _____

(3) Does not apply

Address: _____

City/State: _____

(4) Total Paid to Date:

\$

[] SBE [] DBE [] MBE [] WBE [] Non

The undersigned Subcontractor hereby (1) acknowledges receipt of the progress payment referred to above as the Last Progress Payment which, when added to the total of all previous progress payments, constitutes full payment for all labor, services, materials and supplies which the undersigned has provided for use in and upon the project described above through _____, 20__ and, (2) hereby releases the Contractor, Surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier from any and all claims prior to the above mentioned date.

The Subcontractor also hereby agrees that the Contractor, Surety, the City and County of Denver, and any intermediate subcontractor or supplier of any tier shall be released from any and all claims arising out of its performance or non-performance of any contract associated with the above project.

Subcontractor: _____

Certified by: _____

Title: _____

Date: _____

(Form: CM-70 Revised: Aug 2008)

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

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

APPROVED FOR LEGALITY

APPROVED AND ADOPTED:

/s/

/s/

Attorney for the City and County of Denver

Manager of Public Works

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

These Rules and Regulations cancel
and supersede any and all previously
issued Rules and Regulations on the Subject.

Revised November 1, 1990

**RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

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

RULE I – DEFINITIONS

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

RULE II – NOTICE OF HEARING

When results of conciliation efforts are unsatisfactory to the Manager and he is informed in accordance with Article III, Division 2 of Chapter 28 of the Denver Revised Municipal code that a contractor or subcontractor has apparently failed to meet affirmative action and equal employment opportunity requirements after a reasonable period of notice to correct deficiencies, the Manager will, prior to imposition of any sanctions, afford the general contractor a hearing in order to determine whether the contractor or his subcontractors have failed to comply with the affirmative action and equal employment opportunity requirements of Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code or of the contract. Written notice of such hearing shall be delivered personally or sent by certified mail, return receipt requested, to the contractor and to any subcontractor involved, at least ten (10) days prior to the date scheduled for the hearing.

RULE III – HEARING

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

REGULATIONS

REGULATION NO. 1 - ORDINANCE

The Rules and Regulations of the Manager shall be inserted in the bidding specifications for every contract for which bidding is required.

REGULATION NO. 2 - EXEMPTIONS

Each contract and subcontract, regardless of the dollar amount, shall be subject to affirmative action requirements unless specifically exempted in writing individually by the Manager. Exemptions apply only to "affirmative action" in equal employment opportunity, and are not to be

construed as condonation in any manner of "discrimination" or "discriminatory practices" in employment because of race, color, creed, sex, age, national origin, religion, marital status, political opinion or mental or physical handicap.

REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE

The Director of Contract Compliance shall perform the duties assigned to such official by Article III, Division 2 Chapter 28 of the Denver Revised Municipal Code and by the Manager. The Director of Contract Compliance or designated representatives shall inform bidders and contractors of affirmative action procedures, programs, and goals in accordance with the Ordinance at pre-bid and pre-construction conference; (2) make regular on-site inspections; (3) supply contractors and subcontractors with report forms to be completed by them when requested, and furnished to the Director of Contract Compliance; and (4) review payroll records, employment records and practices of general contractors and their subcontractors and suppliers during the performance of any contract. The Director of Contract Compliance shall promptly report apparent affirmative action deficiencies to the Manager.

REGULATION NO. 4 - GOALS AND TIMETABLES

In general, goals and timetables should take into account anticipated vacancies and the availability of skills in the market place from which employees should be drawn. In addition, where discrimination in employment by a general contractor or any of his subcontractors is indicated, a corrective action program will take into account the need by the general contractor and his subcontractors to correct past discriminatory practices and reach goals of minority manpower utilization on a timely basis through such recruiting and advertising efforts as are necessary and appropriate.

REGULATION NO. 5 - AWARD OF CONTRACTS.

It shall be the responsibility of the Director of Contract Compliance to determine the affirmative action capability of proposers, contractors and subcontractors and to recommend to the Manager the award of contracts to those proposers, contractors and subcontractors and suppliers who demonstrate the ability and willingness to comply with the terms of their contract.

REGULATION NO. 6 - PUBLICATION AND DUPLICATION.

Copies of these Rules and Regulations as amended by the Manager from time to time, shall as soon as practicable and after Notice being published will be made a part of all City Contracts.

REGULATION NO. 7 - NOTICE TO PROCEED.

Prior to issuance of the Notice to Proceed, a sign-off will be required of the Director of Contract Compliance or his designee.

REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS.

To the greatest extent possible, the contractor shall make a good faith effort to contract with minority contractors, subcontractors and suppliers for services and supplies by taking affirmative actions which include but are not limited to the following:

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

REGULATION NO. 9 - AGENCY REFERRALS.

It shall be no excuse that the union with which the contractor or subcontractor has an agreement providing for referral, exclusive or otherwise, failed to refer minority employees.

REGULATION NO. 10 - CLAUSES.

The Manager shall include the appropriate clauses in every contract, and the contractor shall cause to be inserted in every subcontract the appropriate clauses:

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

REGULATION NO. 11 - SHOW CAUSE NOTICES.

When the Manager has reasonable cause to believe that a contractor has violated Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code, he may issue a notice requiring the contractor to show cause within 15 days why enforcement procedures, or other appropriate action to insure compliance, should not be instituted.

REGULATION NO. 12 - PROPOSAL CONDITIONS - AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY.

1. APPENDIX E: The Proposal Conditions - Affirmative Action Requirements - Equal Employment Opportunity as amended and published by the U.S. Department of Labor Employment Standards Administration, Office of Federal

Contract Compliance, shall be inserted verbatim for bidding specification in every non-exempt contract involving the use of federal funds.

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

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
DESIGN AND CONSTRUCTION MANAGEMENT DIVISION**

**APPENDIX A
CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE
ALL CONTRACTS**

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Each Contractor will comply with all provisions of Article ,Division 2 of Chapter 28 of the Denver Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager of Public Works and the Director of the Mayor's Office of Contract Compliance.
5. The Contractor will furnish all information and reports required by Article m, Division 2 of Chapter 28 of the Denver Revised Municipal Code, and by rules, regulations and orders of the Manager and Director or pursuant thereto, and will permit access to the Contractors books, records, and accounts by the Manager, Director, or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for

further City contracts in accordance with procedures authorized in Article m, Division 2 of Chapter 28 of the Denver Revised Municipal Code, or by rules, regulations, or order of the Manager of Public Works.

7. The Contractor will include Regulation 12, Paragraph 2 and the provisions of paragraphs (1) through (6) in every subcontract of purchase order unless exempted by rules, regulations, or orders of the Manager issued pursuant to Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code, so that such provisions will take such action with respect to any subcontractor or supplies. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

SUBCONTRACTS - Each prime Contractor or Subcontractor shall include the equal opportunity clause in each of its subcontracts.

APPENDIX F
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

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

NOTICE

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

Manager of Public Works
City and County of Denver

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE	GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE
From January 1, 1982 to Until Further Notice	From January 1, 1982 to Until Further Notice
21.7% - 23.5%	6.9%

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

If contractor shall be found to be in noncompliance solely on account of its failure to meet its goals, but will be given an opportunity to demonstrate that the contractor has instituted all the specific affirmative action steps specified and has made every good faith effort to make these steps work toward the attainment of its goals within the timetables, all to the purpose of expanding minority and female utilization in its aggregate workforce A contractor, who fails to comply with its obligation under the Equal Opportunity Clause of its contract and fails to achieve its commitments to the goals for minority and female utilization has the burden of proving that it has engaged in an Affirmative Action Program directed at increasing minority and female utilization and that such efforts were at least as extensive and as specific as the following:

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

minority and female organizations, schools with substantial minority and female enrollment, and minority and female recruitment and training organizations within the Contractor's recruitment area.

- g. The Contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training, or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.
- h. The Contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- i. The Contractor should have made certain that all facilities are not segregated by race.
- j. The Contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.
- k. The Contractor should have solicited bids for subcontracts from available minority and female subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority and female contractor associations. NOTE: The Director and the Mayor's Office of Contract Compliance will provide technical assistance on questions pertaining to minority and female recruitment sources, minority and female community organizations, and minority and female news media upon receipt of a request for assistance from a contractor.

3. NONDISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:

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

1. Where the Mayor's Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the Contractor has not met the goals contained in these Bid Conditions. The Contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.

2. The pendency of such proceedings shall be taken into consideration by the Department of Public Works in determining whether such contractor can comply with the requirements of Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code, and is therefore a "responsible prospective contractor".

3. The Mayor's Office of Contract Compliance shall review the Contractor's employment practices during the performance of the contract, If the Mayor's Office of Contract Compliance determines that the Contractor's Affirmative Action Plan is no longer an acceptable program, the Director shall notify the Manager.

C. OBLIGATIONS APPLICABLE TO CONTRACTORS:

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

D. GENERAL REQUIREMENTS:

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

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

Appendix No. 1

Standard Federal Assurances and Nondiscrimination

APPENDIX 1(A)

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

NOTE: As used below the term "Contractor" shall mean and include Concessionaire, 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 will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- 2. Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 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 will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. Information and Reports.** The Contractor will provide all information and reports required by the Acts, Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, 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 or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will 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 this Agreement until the Contractor complies, and/or;
 - b. Cancelling, terminating, or suspending this Agreement, in whole or in part.
- 6. Incorporation of Provisions.** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take 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,

that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX 1(C)

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, MAINTENANCE, OPERATION OF FACILITIES

As used below, the term “sponsor” will mean City.

Concessionaire, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of consideration hereof, does hereby covenant and agree, as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities, as may be amended from time to time, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, sponsor will have the right to terminate this Agreement, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX 1(D)

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, USE, OR ACCESS TO FACILITIES

As used below, the term “sponsor” will mean City.

- A. Concessionaire for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Concessionaire will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
- B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX 1(E)

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

As used below, the term "Contractor" will mean and include Concessionaire and the term "sponsor" will mean City.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits' discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S. C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 1 00-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S. C. 1681 et seq).

APPENDIX 2

DISADVANTAGED BUSINESS ENTERPRISES- REQUIRED STATEMENTS

As used below, the term "Contractor" will mean and include Concessionaire and the term "sponsor" will mean City.

Contract Assurance (§ 26.13) – The Contractor or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) – The prime Contractor agrees to pay each subcontractor under this prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the prime Contractor receives from Contractor. The prime Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the sponsor. This clause applies to both DBE and non-DBE subcontractors.