

CONTRACT FOR ON-CALL CONSTRUCTION

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

WITNESSETH

WHEREAS, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation of work described in task orders issued under Contract No. 202157615-00, On-Call Inside/Outside Telecom Infrastructure Services at Denver International Airport (“**DEN**”); and

WHEREAS, proposals in response to said advertisement have been received by the Chief Executive Officer of DEN (the “**CEO**”), who has recommended that a contract for the work be made and entered into with Contractor, which was the lowest, responsive, qualified proposer; and

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

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

ARTICLE I. CONTRACT DOCUMENTS

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

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

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

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

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

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

ARTICLE II. SCOPE OF WORK

A. Contractor shall furnish all labor and tools, supplies, equipment, superintendence, materials, and everything necessary for and required to do, perform, and complete all of the work described, drawn, set forth, shown, and included in the Scope of Work, attached as *Exhibit A*, the Task Orders issued pursuant to this Contract, and the Contract Documents (the “**Work**”). Contractor shall not be authorized to proceed with work described herein and the City shall not be

obligated to fund any work performed by the Contractor until the City has provided written notification to the Contractor that the work is to be performed.

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

C. Hardware and Software. After receiving a written Task Order, the Contractor will furnish, in accordance with a delivery schedule agreed to by the City and Contractor, all of the technical, administrative and consulting services and other labor; all office supplies and materials, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to install, test, and validate the correct and intended operation of all Hardware and Software described in any Task Order issued pursuant to *Exhibit A*.

D. Additional Services. The Contractor may also perform services, hereinafter referred to as "Additional Services," which relate to the subject matter of this Contract, but which DEN determines to be not described in the Statement of Work or in excess of the requirements of the Statement of Work. The Contractor shall be compensated for such Additional Services only if the services and the amount of fees and reimbursable expenses therefor have been authorized in writing in advance by DEN, in accordance with the billing rates set out in *Exhibit H*. The total amount of fees and reimbursable expense costs for Additional Services shall not cause this Contract to exceed the Maximum Contract Liability set forth in Article IV of this Contract, and in no event shall the approval of Additional Services and the cost of performing them be deemed to constitute an agreement by the City to an increase in the Maximum Contract Liability set forth in Article IV of this Contract.

E. Direct Tenant Services. The City reserves the right to coordinate Premises Wire Communication System (“PWCS”) installation services on behalf of tenants and direct tenants to use authorized Inside/Outside plant contractors for those projects that modify the PWCS. Coordination activities may include design, scope of work formulation, written task order preparation, review of bid submittals, and inspection activities for a specific project effort to ensure that modifications to the PWCS infrastructure are acceptable to the City. For these instances, payment for services will come directly from the tenant to the awarded On-Call Professional Inside/Outside Plant Telecommunications Contractor. The City shall not be liable for any payment of services, taxes, late charges or penalties of any nature related to these services. The City shall not engage in any dispute resolution between the awarded Contractor and the tenant. All work by the Contractor under this provision shall still comply with Tenant Design Guidelines, Airport Technical Specifications, Airport Rules and Regulations, and DEN Premises Wire Communications Standards. City reserves the right to participate in customer acceptance of work product and direct Contractor to bring installed items up to compliance with PWCS standards upon

discovery of discrepancy. Awarded contractor for a specific project that is deemed “Direct Tenant Services” will need to define fees and terms of payment upfront with the requesting tenant. Notice to proceed with work will only come from requesting tenant after mutually accepted fee and payment terms are agreed to between the Contractor and the tenant. Billing rates applied to “Direct Tenant Services” shall not exceed rates called out in this Contract. All work product related to additions/changes/modifications to the PWCS infrastructure under this provision will still become property of the City upon completion. When performing Direct Tenant Services, the Contractor will provide weekly updates to designated DEN PWCS Project Manager as to the progress or discovered issues with regards to the specific job. When performing a Direct Tenant Service job on behalf of the PWCS Operations group, the Contractor agrees to comply with all standards, requirements as defined in “Part 40 – Conduct of Tenants using the Airport” specifically 40.21 TELECOMMUNICATIONS.

ARTICLE III. TERM OF CONTRACT

A. The Term of this Contract shall commence on the Effective Date and shall expire three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Contract may be extended for one (1) additional two (2) year period, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Liability stated below. If, at the Expiration Date, there remains any outstanding Work to be completed under a validly issued Task Order, the Senior Vice President of Airport Infrastructure Management and/or the Senior Vice President of Business Technologies, in his or her sole discretion, may direct the Contractor to complete the Work in accordance with the terms and conditions of the Task Order and this Contract.

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

ARTICLE IV. TERMS OF PAYMENT

A. The City agrees to pay Contractor for the performance and completion of all of the Work as required by the Scope of Work, each authorized Task Order and the Contract Documents, and Contractor agrees to accept as its full and only compensation therefor, a total amount of **Five Million Dollars and Zero Cents (\$5,000,000.00)** (the “**Maximum Contract Amount**”). The Contractor acknowledges that this Contract is an On-Call Contract and there is no obligation for the City to issue any Task Orders under this Contract.

B. In no event will the City’s entire liability under this Contract exceed the Maximum Contract Amount, as adjusted by duly authorized Change Orders in accordance with this Contract.

The Parties specifically agree that any performance by Contractor hereunder shall not subject the City to any cost, charge, or fee not specified above.

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

ARTICLE V. VERIFIED STATEMENT OF CLAIMS

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

ARTICLE VI. DISPUTES

All disputes arising under or related to this Contract shall be resolved by administrative hearing under the procedures described in Denver Revised Municipal Code Section 5-17 (“**D.R.M.C.**”) and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to Contractor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

ARTICLE VII. DEFENSE AND INDEMNIFICATION

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

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

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

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

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

ARTICLE VIII. WAIVER OF C.R.S. § 13-20-801, *et seq.*

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

ARTICLE IX. LIQUIDATED DAMAGES

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

ARTICLE X. INSURANCE REQUIREMENTS

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

B. Unless specifically excepted in writing by DEN Risk Management, if Contractor

shall be using subcontractors to provide any part of the services under this Contract, Contractor shall do one of the following:

1. Include all subcontractors performing services hereunder as insureds under its required insurance and specifically list on all submitted certificates of insurance required under *Exhibit C*; or
2. Ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in this Contract.

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

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

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

ARTICLE XI. 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 XII. 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 XIII. ASSIGNMENT

Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this

Contract, in whole or in part, without first obtaining the written consent of the CEO or his/her authorized representative. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO or his/her authorized representative, automatically terminate this Contract and all rights of Contractor hereunder.

ARTICLE XIV. APPROPRIATIONS

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

ARTICLE XV. APPROVALS

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

ARTICLE XVI. JOINT VENTURE

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

ARTICLE XVII. NO DISCRIMINATION IN EMPLOYMENT

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

ARTICLE XVIII. COORDINATION OF SERVICES

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

ARTICLE XIX. COMPLIANCE WITH ALL LAWS AND REGULATIONS

A. Contractor and its subcontractor(s) shall perform all work under this Contract in compliance with all existing and future applicable laws, rules, regulations, and codes of the

United States and the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City.

B. Compliance with Patent, Trademark and Copyright Laws:

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

2. The Contractor further agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Section VII, "Defense and Indemnification," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Contract which infringes upon any patent, trademark or copyright protected by law, except in cases where the Contractor's personnel are working under the direction of City personnel and do not have direct knowledge or control of information regarding patents, trademarks, and copyrights.

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

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

ARTICLE XX. NON-EXCLUSIVE RIGHTS

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

ARTICLE XXI. PROMPT PAYMENT

A. The City will make monthly progress payments to the Contractor for all services performed under this Contract based upon the Contractor's monthly invoices. Such invoices

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

B. Final Payment to the Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Contract is otherwise fully performed by the Contractor. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Contractor's compensation because of penalty, liquidated damages or other sums withheld from payments to contractor(s).

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

ARTICLE XXII. OWNERSHIP AND DELIVERABLES.

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

B. Ownership of hardware and software.

1. Hardware: Upon the City's written concurrence that the hardware and software are satisfactorily installed and payment to the Contractor by City under the terms of this Contract, title to the hardware shall automatically pass to the City.

2. Software: The Contractor hereby grants to the City a perpetual, world-wide,

non-exclusive license to use any Software described in any Task Order.

ARTICLE XXIII. COLORADO OPEN RECORDS ACT

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

B. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor’s objection to disclosure, including prompt reimbursement to the City of all reasonable attorney’s fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

ARTICLE XXIV. EXAMINATION OF RECORDS AND AUDITS

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

with D.R.M.C. §20-276.

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

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

ARTICLE XXV. PREVAILING WAGE REQUIREMENTS

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

Date bid or proposal issuance was advertised: July 10, 2020.

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

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

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

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

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

ARTICLE XXVI. MINIMUM WAGE REQUIREMENTS

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

ARTICLE XXVII. COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

A. This Contract is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code ("**D.R.M.C.**"), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**") and any Rules or Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Contract by the Division of Small Business Opportunity ("**DSBO**") is 35%.

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

1. If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with § 28-62, D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
2. If change orders or any other contract modifications are issued under the Contract, the Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-70, D.R.M.C., regardless of whether such increase

or decrease in scope of work has been reduced to writing at the time of notification.

3. If change orders or other amendments or modifications are issued under the Contract that include an increase in the scope of work of this Contract, whether by amendment, change order, force account or otherwise, which increases the dollar value of the Contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes.
4. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors are subject to the original contract goal. The Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Contractor shall supply to the DSBO Director all required documentation described in §§ 28-60, 28-70, and 28-73 D.R.M.C. with respect to the modified dollar value or work under the Contract.
5. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-76 of the MWBE Ordinance.
6. Should any questions arise regarding specific circumstances, the Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

ARTICLE XXVIII. FORCE MAJEURE

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

ARTICLE XXIX. SENSITIVE SECURITY INFORMATION

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

ARTICLE XXX. DEN SECURITY

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

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

ARTICLE XXXI. FEDERAL RIGHTS

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

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

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

Wage and Hour Division.

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

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

ARTICLE XXXII. CITY EXECUTION OF CONTRACT

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

ARTICLE XXXIII. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

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

[END OF PAGE]

Contract Control Number: PLANE-202157615-00
Contractor Name: LEI COMPANIES INC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202157615-00
LEI COMPANIES INC

By:  _____
B416EA98717C4FB...

Name: Brandon Berumen
(please print)

Title: President and CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

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

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

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

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or

national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [***Contractor*** | ***Consultant***] has full responsibility to monitor compliance to the referenced statute or regulation. The [***Contractor*** | ***Consultant***] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of

the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



Inside / Outside Plant Telecommunications Infrastructure On call Professional Services

Exhibit A – Scope of Work



**Exhibit A – Scope of Work
Inside / Outside Plant
Telecommunications Infrastructure
On call Professional Services**

Table of Contents

| | |
|----------------------------------------------------------------------------------|----------|
| 1. Glossary | 2 |
| 2. Introduction..... | 2 |
| 3. RFP Objectives and Expectations | 3 |
| 4. Minimum Qualifications / Special Items / Additional Requirements | 6 |



1. Glossary

| | |
|------------|-------------------------------------------------------------|
| ANSI | American National Standards Institute |
| ASTM | American Society for Testing and Materials International |
| BICSI | Building Industry Consulting Service International |
| BT | Business Technologies |
| City/DEN | the City & County of Denver / Denver International Airport |
| Contractor | Primary service provider and it's sub-contracting providers |
| EIA | Electronics Industries Alliance |
| EMT | Electrical Magnetic Tubing |
| HVAC | Heating, Ventilating and Air Conditioning |
| IDF | Intermediate Distribution Frame room |
| I/O Plant | Inside and Outside structured cabling and infrastructure |
| IT | Information Technology |
| MDF | Main Distribution Frame |
| NEC | National Electric Code |
| NECA | National Electrical Contractors Association |
| NEMA | National Electric Manufacturers Association |
| NFPA | National Fire Protection Association |
| OHSA | Occupational Safety & Health Administration |
| PWCS | Premise Wiring Communications Service / System |
| RFP | Request for Proposal |
| SME | Subject Matter Expert |
| TIA | Telecommunications Industry Association |
| TO | Task Order |
| UL | Underwriters Laboratories |
| WO | Work Order |

2. Introduction

Denver International Airport (DEN) is an agency of the City & County of Denver. DEN owns and operates a comprehensive telecommunications infrastructure used to transport data, video, voice and other electronic technologies and services throughout its 53-square mile campus. This infrastructure consists of approximately fifty-miles of duct bank and pathway which carries more than 16,0000 linear miles of copper and fiber-optic backbone and horizontal cabling. This infrastructure is used to connect more than 180 defined MDF/IDF rooms with two datacenter locations which together support the information technology needs of thousands of end users and IT devices across the campus. This infrastructure includes; electronic systems such as telecommunications cable infrastructure, CAT 3 / 6+ cable, single and multimode fiber optical cable, twisted pair copper and coaxial cable, network/compute/storage



**Exhibit A – Scope of Work
Inside / Outside Plant
Telecommunications Infrastructure
On call Professional Services**

equipment closed - circuit cameras, airfield lighting control, vehicle gate controller, UHF/VHF radio systems, security access control systems including biometrics, fire alarms systems, computers/computer networks, PLC control and signaling systems and other electronic / electrical systems.

The Business Technologies Division PWCS team, is responsible for supporting the IT infrastructure at DEN. Supporting this infrastructure frequently requires leveraging additional resources and services for use in an On Call basis.

Via this RFP DEN wishes to find qualified contractors skilled in the design and installation of inside and outside structured cabling systems and associated infrastructure. These skills include experience in Inside/Outside Plant Telecommunications Infrastructure Engineering, Construction, Installation, Professional Services and Technical staffing disciplines.

3. RFP Objectives and Expectations

Secure a contract with one or more qualified firms to enhance and enable DEN's ability to manage, procure, and oversee the implementation and support of new or existing structured cabling systems and telecommunications infrastructure.

Task Order / Work Order based model

Contractors will perform all work efforts under a defined "Task Order / Work Order" based model.

- Each effort will be accompanied by a written scope of work and when applicable a conceptual drawing.
- Efforts may follow a formal competitive BID process or be directly awarded at the discretion of DEN.
- All Contractors will be requested to provide a reasonable cost estimate for all assigned work, prior to work proceeding.
 - BID / Estimates may include:
 - Materials - All necessary parts and materials on a per task basis for each effort / assigned work.
 - Labor
 - Design / Permit fees
 - Formal "Notice to Proceed" (NTP) on all efforts will be based on the supporting Purchase Order (PO) from DEN Finance being in place.
- Once an effort has been authorized, DEN or the Contractor may engage the services of experienced telecommunications firms to execute and coordinate multiple competitive estimates for the cost of task / work.
- DEN reserves the right to review estimates provided by the Contractor's sub-contract firms as part of the task order authorization process or as change requests are made from the Contractor to DEN.
 - All sub-contract firms leveraged in the service delivery must be disclosed to DEN.



**Exhibit A – Scope of Work
Inside / Outside Plant
Telecommunications Infrastructure
On call Professional Services**

- The Contractor assumes responsibility and liability for each sub-contract firm used in each authorized task / work effort.
- All sub-contract firms are required to abide by all City and / or DEN regulations.
- The Contractor will be required to track all labor incurred and materials used on a real time basis.
 - Payment will be based on services rendered.
 - Efforts that exceed the original BID estimate will require a formal change order notification and DEN approval prior to exceeding the original BID estimate.
 - Efforts that fall short of the original BID estimate will be paid out based on the actual labor and materials used.
 - DEN may authorize progress payments for efforts of extended duration.

New Construction

Projects will require collaboration with DEN staff and management by the Contractor as part of this work. In this role the firm will serve as a consultant and construction manager on behalf of DEN.

Contractors will be required to follow published DEN Standards; including DEN Division One and Orange Book standards, Professional Industry Norms and Standards; ANSI, ASTM, BICSI, EIA, EMT, HVAC, NEC, NECA, NEMA, UL.

Contractors must abide by and adhere to all applicable county, state and federal laws and regulations.

Contractors may be requested to participate in:

- Performing new construction of and / or augmentation of existing construction consisting of excavation and trenching, duct Bank, direct-buried, directional boring, aerial, wireless, or other industry acceptable methods as required.
- Performing new construction of and / or augmentation of existing construction of high capacity backbone and access layer horizontal runs of copper cable, fiber optic cable and transmission or terminating equipment.
- Performing new construction of and / or augmentation of high voltage electric infrastructure connections, cables and equipment including conduit where required.
- Construction of standalone communications buildings, internal building, manholes, vaults and Distribution Frame rooms including, foundations and concrete or other structural components, appropriate HVAC and electrical systems that may be required to support telecommunications equipment
- Location and/or relocation of existing cable infrastructure.
- Performing installation and placement on equipment of the IT infrastructure leveraged across the DEN campus. Ex. Computing Hardware, Network Hardware, Telephony / Communications Hardware, and Video Hardware.
- Provide staff and / or supplement its work force as necessary to provide for timely delivery of services and/or any administration and project management services for authorized projects. This administration work shall include attendance of construction meetings, inspection of installed



**Exhibit A – Scope of Work
Inside / Outside Plant
Telecommunications Infrastructure
On call Professional Services**

work, coordination with related work trades and resolution of issues that arise in the course of construction.

Contractors may be responsible for providing:

- DEN defined and industry standard telecommunication racks and bays, cable raceways, termination blocks and bulkheads, electrical surge and lightning protection; termination and certification of copper and/or optical communications cable.
- Conduit installation, fiber termination/ and splicing, large scale outside communications plant installation, electrical power.
- All installations are to be performed to DEN and industry standards including appropriate certification and labeling.
- AutoCAD, BlueBeam, or other DEN specified drawing support, etc., by persons qualified to perform such services.
- All work shall be captured and incorporated into the DEN master cable management system.
- DEN reserves the right to specify exact manufacture and part number of materials that shall be used such that all infrastructure installed meet minimum standards and align with DEN sparing plans.
- Provide and maintain to DEN Business Technologies the As-Built documentation of all communications infrastructure installations including design, test results, electrical load measures and HVAC specifications, and both electrical and communications cabling, and rack layouts for efforts authorized under this SOW.
- Revisions to existing drawings and produce new drawings affected by or involved in a new project. These drawings shall be produced or modified in electronic form and delivered in both electronic and hard copy form to the DEN City as-built records archive. Where an existing drawing is involved, the Contractor shall obtain a current copy of the drawing in electronic form, incorporate revisions to the drawing and return the drawing to the as-built archive with a new revision level. All drawings at DEN are currently available in AutoCAD® DWG and/or BlueBeam format.

Repair and Maintenance of existing IT infrastructure.

Contractors may be asked to participate in the repair and maintenance of existing IT infrastructure.

Contractors will be required to follow published DEN Standards; including DEN Division One and Orange Book standards, Professional Industry Norms and Standards; ANSI, ASTM, BICSI, EIA, EMT, HVAC, NEC, NECA, NEMA, UL.

Contractors must abide by and adhere to all applicable county, state and federal laws and regulations.

Contractors may be requested to participate in:

- Location and/or repair or relocation of existing cable infrastructure.
- Move-Add-Change actions to existing IT infrastructure.
- System optimization services.
- The decommission and removal of legacy IT infrastructure.



Professional Services / Supplemental Technical Staff

Throughout the term of this scope of work, the Contractor may be requested to provide additional technical staff resources for use by the DEN Business Technologies team in a supplemental support role. These resources will be used to support the existing day to day operational maintenance and support of the DEN IT infrastructure.

- This work will also be authorized and performed under a defined Task / Work Order.

4. Minimum Qualifications / Special Items / Additional Requirements

Each Awardee / Sub-contractor:

IS REQUIRED to have a minimum of 10 years of experience in design and installation of inside and outside structure cabling systems.

- Minimum of 5 years of experience for Onsite Project Management staff
- Minimum of 1 year of experience for Onsite Technical staff

IS REQUIRED to be qualified, skilled in and able to support the industry standard telecommunications infrastructure leveraged at DEN.

IS REQUIRED to provide an overview of their Project Management and Organizational approach and methods for delivering on the requirements in this Scope of Work.

WILL BE REQUIRED to participate in and able to perform all work defined in this Scope of Work and associated Task/Work Orders.

DEN **WILL NOT** reimburse any firm for certifications and training costs related to a given technology leveraged at DEN.

- Non-proprietary technologies; Each firm is expected to be trained and or certified in the non-proprietary technologies leveraged at DEN at contract signature.
- Proprietary technologies; DEN will coordinate and facilitate training sessions with local SMEs; however, the staff time for these training sessions will not be reimbursed by DEN. Training for proprietary technologies to be coordinated post award and contract signature.

MUST PROVIDE all equipment necessary to perform the duties required in delivery of task / work functions, such as construction equipment and implements, staff vehicles – carts / trucks, testing equipment, and tools.

MUST BE certified in Confined Space Entry and Procedures in accordance with OSHA and local standards.



**Exhibit A – Scope of Work
Inside / Outside Plant
Telecommunications Infrastructure
On call Professional Services**

MUST BE skilled and experienced in the installation of and use of Dura-Line Micro Duct / Future Path technologies for fiber cabling and associated products.

MUST BE skilled and experienced in the installation of and use of “Blown” Fiber technologies and associated products.

MUST BE skilled and experienced in relevant Optical Fiber splicing techniques:

- Fusion Splicing
- Mechanical Splicing

MUST BE skilled and experienced in Cable and Duct Location Services

- The utilities at DEN are covered under a blanket locate agreement for incidental jobs. The Contractor shall provide on-site cable locating support to augment the current DEN locate service provider in situations where cable depth must be determined or where direct buried facilities which fall outside of the provider service must be located. In addition, the Contractor's locate capability will be used to meet delivery schedules of move, add, change or repair service.

DEN reserves the right to request the Contractor staff up or staff down work orders and task orders in order to assure that enough resources are available to deliver services under this statement of work.

All work product performed under this statement of work by the Contractor becomes the property of DEN.

Inside/Outside plant contractors are not allowed to work directly for airlines, tenants, and concessions without DEN's knowledge. Any work performed outside this scope of work on behalf of airline, tenants and concessionaires is to be performed in accordance with published DEN Standards; including DEN Division One and Orange Book standards, Professional Industry Norms and Standards; ANSI, ASTM, BICSI, EIA, EMT, HVAC, NEC, NECA, NEMA, UL.

All work that modifies or touches the Premises Wire Communications System, including use of pathways and spaces outside of leasehold spaces, must be reviewed and approved prior to work start by DEN personnel. Inside/Outside plant Contractors who violate this term shall have access permissions revoked and be removed from the job site.

The Contractor will be required to report on progress of all work under this statement of work as requested. Report format will be communicated by City personnel to the Contractor as part of the task order issued scope of work.

Internal DEN processes and procedures shall apply and be complied with for those efforts governed by work orders issued under this statement of work. Task order work shall be governed by individual scopes issued by the City and existing standards governing the PWCS infrastructure.

EXHIBIT B

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

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

APPROVED FOR LEGALITY:

APPROVED AND ADOPTED:

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

/s/ _____
Manager of Public Works

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

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

RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

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

RULE I
DEFINITIONS

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

RULE II
NOTICE OF HEARING

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

RULE III
HEARING

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

REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

All amendments to the appendices shall be included by reference.

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

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

1. APPENDIX E:

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

2. APPENDIX F:

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

APPENDIX A

CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE-ALL CONTRACTS

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

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

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

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

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

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

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

NOTICE

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

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

EULOIS CLECKLEY
Manager of Public Works
City and County of Denver

A. REQUIREMENTS --AN AFFIRM ATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

**GOALS FOR MINORITY PARTICIPATION
FOR EACH TRADE**

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

**GOALS FOR FEMALE PARTICIPATION
FOR EACH TRADE**

From January 1, 1982
to 6.9%
Until Further Notice

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

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

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

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

2. **SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

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

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

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

3. NON-DISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

A. Contractors Subject to these Bid Conditions:

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

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

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

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

B. **Obligations Applicable to Contractors:**

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

C. **General Requirements**

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

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

EXHIBIT C

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

Issued for attachment to: 202157615_On-Call Inside/Outside Plant Telecom Infrastructure Services

1. General Information

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

1.1 On-Call Contractors

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

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

1.2 ROCIP Manuals

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

[DEN ROCIP III Insurance Manual](#)

[DEN ROCIP III Safety Manual](#)

[DEN ROCIP III Claims Guide](#)

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

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

2.1 Certificate Holder

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

2.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

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

2.3 Coverage and Limits

2.3.1 Commercial General Liability

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

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

2.3.1.2 Coverage shall include Mobile Equipment Liability.

2.3.2 Business Automobile Liability

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

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

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

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

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

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

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

2.3.3 Workers' Compensation and Employer's Liability Insurance

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

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

2.3.4 Professional Liability (Errors and Omissions) Insurance

Contractor shall maintain a minimum limit of \$1,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in this Agreement. If there are no applicable professional services, this coverage will not be required. The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

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

2.3.5 Contractor's Pollution Legal Liability

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

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

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

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

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

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

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

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

2.3.7 Unmanned Aerial Vehicle (UAV) Liability

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

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

2.3.8 Excess/Umbrella Liability

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

2.4 Reference to Project and/or Contract

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

2.5 Additional Insured

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

2.6 Waiver of Subrogation

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

2.7 Notice of Material Change, Cancellation or Nonrenewal

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

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

2.8 Additional Provisions

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

insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.

- 2.8.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 2.8.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.
- 2.8.13 Contractor shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance within ten (10) days of each policy renewal.
- 2.8.14 Contractor's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors

3.1 Insurance Provided by the DEN ROCIP

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

3.2 Enrollment Required

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

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

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

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

3.4 Insurance Premiums

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

3.5 Off Site Operations Coverage Under ROCIP

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

3.6 DEN ROCIP Insurance Manual

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

3.7 Conflicts

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

3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

3.8.1 Insurance Provided by DEN

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

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

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

3.8.1.2 Commercial General Liability – On Site Only

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

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

3.8.1.3 Excess Liability Insurance

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

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

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

3.8.1.4 Contractor's Pollution Liability

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

3.8.1.5 Builder's Risk Insurance

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

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

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

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

3.8.2 Claim Chargeback

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

3.9 Other Insurance Provided By Enrolled Parties

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

3.9.1 Certificate Holder

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

and

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

3.9.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

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

3.9.3 Commercial General Liability – Off Site Only

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

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

3.9.4 Business Automobile Liability

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

- 3.9.4.1 If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- 3.9.4.2 If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.
- 3.9.4.3 The policy must not contain an exclusion related to operations on airport premises.
- 3.9.4.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on its policy.
- 3.9.4.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
- 3.9.4.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

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

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

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

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

3.9.6 Professional Liability (Errors and Omissions) Insurance

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

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

- 3.9.7 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber): Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing for applicable services outlined in this Agreement.

- 3.9.7.1 Coverage shall include professional misconduct or lack of ordinary skill.

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

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

3.9.8 Excess/Umbrella Liability:

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

3.9.9 Reference to Project and/or Contract

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

3.9.10 Additional Insured

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

3.9.11 Waiver of Subrogation

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

3.9.12 Notice of Material Change, Cancellation or Nonrenewal

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

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

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

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

3.9.13 Additional Provisions

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

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

4. Contractor Warranties and Agreements

4.1 Accuracy of Contractor-provided Information

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

4.2 Contractor Responsible to Review Coverage

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

4.3 Audit

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

4.4 Insurance Costs Removed

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

5. Contractor Obligations

5.1 ROCIP Documents Shall be Provided to Subcontractor

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

5.2 Timely Enrollment Required

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

5.3 Compliance with Conditions

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

5.4 Claims Cooperation

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

5.5 Monthly Payroll Submission

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

5.6 Response to Information Requests

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

5.7 Responsibility for Safety

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

5.8 Duty of Care

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

6. Notices and Costs

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

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

6.2 Contractors Responsible for Own Equipment

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

6.3 No Release; No Waiver of Immunity

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

6.4 DEN Right to Withhold Payments

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

6.5 DEN Remedies

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

6.6 Off Site Storage

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

6.7 Partial Occupancy

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

6.8 DEN Right to Exclude Parties from the DEN ROCIP

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

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

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

7. Definitions

| | |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Certificate of Insurance: | A document providing evidence of coverage for a particular insurance policy or policies. This will include certificates issued to Enrolled Parties evidencing the coverage afforded under the DEN ROCIP and certificates issued to DEN evidencing additional coverage "Provided by Enrolled Parties" |
| DEN: | City and County of Denver and Denver International Airport |
| Contract: | The written agreement between DEN and Contractor describing the Work, contract terms and conditions, or a portion thereof; also includes a written agreement between a Contractor and any subcontractor as well as between subcontractors and their subcontractors of any tier. |
| Contractor Insurance Cost: | The costs of ROCIP coverage are defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to participation in the DEN ROCIP. |
| Rolling Owner Controlled Insurance Program (ROCIP): | A coordinated insurance program providing certain coverage, as defined herein, for DEN, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site. |
| Eligible Employees: | Employees of the Contractor and Enrolled Subcontractors who are not excluded from the ROCIP under the "Excluded Parties" definition. |
| Enrolled Parties: | The Contractor and those subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance. |

Excluded Parties: Parties not covered by the ROCIP because of ineligibility or DEN explicit exclusion. No insurance coverage provided by DEN under the ROCIP shall extend to the activities or products of the following:

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

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

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

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

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

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

| | |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Net Bid: | Contractor bids with insurance costs removed because of the obligation of any Enrolled Party to delete insurance costs for coverage provided by the ROCIP from its bid and all change orders. Net bids are subject to verification by the Administrator through the providing of contractors' rate and declaration pages from their Insurance policies. |
| ROCIP Administrator: | The DEN ROCIP Administrator will be identified in the DEN ROCIP Insurance Manual. |
| ROCIP Insurance Manual: | A reference document provided to Contractor and subcontractors of all tiers, which summarizes the terms and provisions of the DEN ROCIP and provides information about requirements and compliance. |
| ROCIP Safety Manual: | A reference document provided to Contractor and subcontractors of all tiers which contains workplace safety requirements of all Enrolled Parties. |
| Off Site Work: | Work performed away from the Project Site. |
| Payroll: | For purposes of the ROCIP only, refers to Unburdened Straight Time Payroll per Workers Compensation Class Code. |
| Policy Owner: | City and County of Denver and Denver International Airport |
| Project: | The Project as defined in the contract documents and as described in the Declarations of the DEN ROCIP insurance policies. |
| Project Site: | <p>Means those areas designated in writing by DEN in a Contract document for performance of the Work and such additional areas as may be designated in writing by DEN for Contractors' use in performance of the Work. Subject to the ROCIP Insurer(s) written approval, the term "Project Site" shall also include: (1) field office sites, (2) property used for bonded storage of material for the Project approved by DEN, staging areas dedicated to the Project, and (4) areas where activities incidental to the Project are being performed by Contractor or subcontractors covered by the DEN ROCIP Worker's Compensation policy (if included), but excluding any permanent locations of any Enrolled Party.</p> <p><i>Items 1 through 4 above must be approved by the ROCIP Insurer and listed on the DEN ROCIP insurance policies.</i></p> |
| Subcontract: | The written agreement between Contractor and subcontractor, or between subcontractor and a lower tier subcontractor, describing the Work, subcontract terms and conditions, or a portion thereof. |
| Subcontractor: | Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor to perform Work at the Project Site and any of these subcontractor's lower-tier subcontractors. |
| Work: | Operations, as fully described in the Contract and Subcontract, performed at the Project Site. |



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification & Compensation Technician II
DATE: January 04, 2021
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 01, 2021** 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. CO20210002
Superseded General Decision No. CO20200002
Modification No. 0
Publication Date: 01/01/2021
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.**

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

EXHIBT D

"General Decision Number: CO20210002 01/01/2021

Superseded General Decision Number: CO20200002

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| | |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0 | 01/01/2021 |

ASBE0028-001 07/01/2019

| | |
|-------|---------|
| Rates | Fringes |
|-------|---------|

Asbestos Workers/Insulator
(Includes application of

EXHIBT D

all insulating materials,
 protective coverings,
 coatings and finishings to
 all types of mechanical
 systems).....\$ 32.98 14.73

BRCO0007-004 01/01/2019

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

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 29.52 | 10.48 |

BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

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

ELEC0012-004 06/01/2019

PUEBLO COUNTY

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

ELEC0068-001 06/01/2020

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

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 38.00 | 16.97 |

ELEC0111-001 09/01/2020

| | Rates | Fringes |
|--------------------|----------|-------------|
| Line Construction: | | |
| Groundman..... | \$ 22.04 | 24.25%+6.80 |

EXHIBT D

| | | |
|------------------------------|----------|-------------|
| Line Equipment Operator..... | \$ 35.61 | 24.25%+6.80 |
| Lineman and Welder..... | \$ 49.45 | 24.25%+6.80 |

ELEC0113-002 06/01/2020

EL PASO COUNTY

| | Rates | Fringes |
|------------------|----------|----------|
| ELECTRICIAN..... | \$ 33.25 | 3%+15.75 |

ELEC0969-002 06/01/2019

MESA COUNTY

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

ENGI0009-001 05/01/2020

| | Rates | Fringes |
|---------------------------------------------------------------------------------------------|----------|---------|
| Power equipment operators: | | |
| Blade: Finish..... | \$ 30.37 | 11.15 |
| Blade: Rough..... | \$ 30.37 | 11.15 |
| Bulldozer..... | \$ 30.37 | 11.15 |
| Cranes: 50 tons and under.. | \$ 30.20 | 11.15 |
| Cranes: 51 to 90 tons..... | \$ 30.47 | 11.15 |
| Cranes: 91 to 140 tons..... | \$ 31.55 | 11.15 |
| Cranes: 141 tons and over... | \$ 33.67 | 11.15 |
| Forklift..... | \$ 29.67 | 11.15 |
| Mechanic..... | \$ 30.53 | 11.15 |
| Oiler..... | \$ 29.29 | 11.15 |
| Scraper: Single bowl under 40 cubic yards..... | \$ 30.20 | 11.15 |
| Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls..... | \$ 30.37 | 11.15 |
| Trackhoe..... | \$ 30.20 | 11.15 |

IRON0024-003 11/01/2020

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 32.00 | 12.01 |
| Structural | | |

LABO0086-001 05/01/2009

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

EXHIBIT D

Laborers:

Pipelayer.....\$ 18.68 6.78

* PLUM0003-005 06/01/2020

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

Rates Fringes

PLUMBER.....\$ 43.63 16.67

PLUM0058-002 07/01/2018

EL PASO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

PLUM0058-008 07/01/2018

PUEBLO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

PLUM0145-002 07/01/2016

MESA COUNTY

Rates Fringes

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

PLUM0208-004 06/01/2016

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

Rates Fringes

PIPEFITTER.....\$ 37.10 16.62

SHEE0009-002 07/01/2019

Rates Fringes

EXHIBIT D

| | | |
|-------------------------|----------|-------|
| Sheet metal worker..... | \$ 34.62 | 17.95 |
|-------------------------|----------|-------|

TEAM0455-002 07/01/2020

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

SUCO2001-006 12/20/2001

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

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

EXHIBIT D

**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
(Supp #74, Revised: 08-21-2019)**

| Classification | | Base | Fringe |
|-------------------------------------------------------------------------------|----------------------------------|---------|---------|
| Ironworker | Ornamental | \$24.80 | \$10.03 |
| Laborer | Group 1 | \$18.18 | \$8.27 |
| | Group 2 | \$21.59 | \$8.61 |
| Laborer (Common) | | \$13.00 | \$2.92 |
| Laborer (Flagger) | | \$13.00 | \$3.80 |
| Laborer (Landscape) | | \$13.00 | \$3.21 |
| Laborer (Janitor) | Janitor/Yardmen | \$17.68 | \$8.22 |
| Laborer (Asbestos) | Removal of Asbestos | \$21.03 | \$8.55 |
| Laborer (Tunnel) | Group 1 | \$18.53 | \$8.30 |
| | Group 2 | \$18.63 | \$8.31 |
| | Group 3 | \$19.73 | \$8.42 |
| | Group 4 | \$21.59 | \$8.61 |
| | Group 5 | \$19.68 | \$8.42 |
| Line Construction | Lineman, Gas Fitter/Welder | \$36.88 | \$9.55 |
| | Line Eq Operator/Line Truck Crew | \$25.74 | \$8.09 |
| Millwright | | \$28.00 | \$10.00 |
| Power Equipment Operator | Group 1 | \$22.97 | \$10.60 |
| | Group 2 | \$23.32 | \$10.63 |
| | Group 3 | \$23.67 | \$10.67 |
| | Group 4 | \$23.82 | \$10.68 |
| | Group 5 | \$23.97 | \$10.70 |
| | Group 6 | \$24.12 | \$10.71 |
| | Group 7 | \$24.88 | \$10.79 |
| Power Equipment Operator (Tunnels above and below ground, shafts and raises): | Group 1 | \$25.12 | \$10.81 |
| | Group 2 | \$25.47 | \$10.85 |
| | Group 3 | \$25.57 | \$10.86 |
| | Group 4 | \$25.82 | \$10.88 |
| | Group 5 | \$25.97 | \$10.90 |
| | Group 6 | \$26.12 | \$10.91 |
| | Group 7 | \$26.37 | \$10.94 |
| Truck Driver | Group 1 | \$18.42 | \$10.00 |
| | Group 2 | \$19.14 | \$10.07 |
| | Group 3 | \$19.48 | \$10.11 |
| | Group 4 | \$20.01 | \$10.16 |
| | Group 5 | \$20.66 | \$10.23 |
| | Group 6 | \$21.46 | \$10.31 |

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



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Technician II
DATE: January 19, 2021
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 15, 2021** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20210020
Superseded General Decision No. CO20200020
Modification No. 1
Publication Date: 01/15/2021
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 6 for reference.**

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

EXHIBIT D

"General Decision Number: CO20210020 01/15/2021

Superseded General Decision Number: CO20200020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| | |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0 | 01/01/2021 |
| 1 | 01/15/2021 |

ASBE0028-002 07/01/2019

| | | |
|---------------------------------------------------------------------------------------------------------------|----------|---------|
| | Rates | Fringes |
| ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)..... | \$ 32.98 | 14.73 |
| ----- | | |

CARP0055-002 11/01/2019

| | | |
|----------------------------|-------|---------|
| | Rates | Fringes |
| CARPENTER (Drywall Hanging | | |

EXHIBIT D

Only).....\$ 29.95 10.99

 CARP1607-001 06/01/2020

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

 ELEC0068-012 06/01/2020

| | Rates | Fringes |
|---------------------------------------------------|----------|---------|
| ELECTRICIAN (Includes Low Voltage Wiring)..... | \$ 38.00 | 16.97 |

 * ELEV0025-001 01/01/2021

| | Rates | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 48.09 | 35.825 |

FOOTNOTE:

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

 ENGI0009-017 05/01/2018

| | Rates | Fringes |
|-------------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR (Crane) | | |
| 141 tons and over..... | \$ 31.07 | 10.70 |
| 50 tons and under..... | \$ 28.40 | 10.70 |
| 51 to 90 tons..... | \$ 28.57 | 10.70 |
| 91 to 140 tons..... | \$ 29.55 | 10.70 |

 IRON0024-009 11/01/2020

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 32.00 | 12.01 |

 IRON0024-010 11/01/2020

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 32.00 | 12.01 |

 PAIN0079-006 08/01/2017

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

EXHIBIT D

| | | |
|--------------------------------------------------------------------------------------------------------------|----------|---------|
| PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping)..... | \$ 20.50 | 8.41 |
| ----- | | |
| PAIN0079-007 08/01/2017 | | |
| | Rates | Fringes |
| DRYWALL FINISHER/TAPER..... | \$ 21.20 | 8.41 |
| ----- | | |
| PAIN0419-001 07/01/2016 | | |
| | Rates | Fringes |
| SOFT FLOOR LAYER (Vinyl and Carpet)..... | \$ 20.00 | 10.83 |
| ----- | | |
| PAIN0930-002 07/01/2019 | | |
| | Rates | Fringes |
| GLAZIER..... | \$ 31.92 | 10.49 |
| ----- | | |
| PLUM0003-009 06/01/2020 | | |
| | Rates | Fringes |
| PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation)..... | \$ 38.38 | 16.67 |
| ----- | | |
| PLUM0208-008 06/01/2018 | | |
| | Rates | Fringes |
| PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation)..... | \$ 37.55 | 14.95 |
| ----- | | |
| * SFCO0669-002 01/01/2021 | | |
| | Rates | Fringes |
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 38.23 | 25.30 |
| ----- | | |
| SHEE0009-004 07/01/2019 | | |
| | Rates | Fringes |
| SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation)..... | \$ 34.62 | 17.95 |
| ----- | | |
| SUCO2013-006 07/31/2015 | | |

EXHIBIT D

| | 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.

=====

EXHIBIT D

**Office of Human Resources
Supplemental Rates
(Specific to the Denver projects)
Revision Date: 08-21-2019**

| Classification | | Base | Fringe |
|--------------------------|---------------------------------|-------------|---------------|
| Boilermaker | | \$30.97 | \$21.45 |
| Iron Worker, Reinforcing | | \$18.49 | \$3.87 |
| Laborer: Concrete Saw | | \$13.89 | - |
| Paper Hanger | | \$20.15 | \$6.91 |
| Plasterer | | \$24.60 | \$12.11 |
| Plaster Tender | | \$13.00 | - |
| Power Equipment Operator | Concrete Mixer - Less than 1 yd | \$23.67 | \$10.67 |
| | Concrete Mixer - 1 yd and over | \$23.82 | \$10.68 |
| | Drillers | \$23.97 | \$10.70 |
| | Loader - up to and incl 6 cu yd | \$23.67 | \$10.67 |
| | Loaders - over 6 cu yd | \$23.82 | \$10.68 |
| | Mechanic | \$18.48 | - |
| | Motor Grader | \$23.97 | \$10.70 |
| | Oilers | \$22.97 | \$10.70 |
| | Roller | \$23.67 | \$10.67 |
| Tile Finisher | | \$23.20 | \$8.46 |
| Tile Setter | | \$29.15 | \$8.46 |
| Truck Driver | Flatbed | \$19.14 | \$10.07 |
| | Semi | \$19.48 | \$10.11 |
| Waterproofers | | \$13.00 | \$0.00 |

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

END OF EXHIBIT D

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

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

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

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

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

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

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

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

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

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

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

SC-3 REVISIONS TO G.C. 201

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

SC-4 CITY LINE OF AUTHORITY AND CONTACTS

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

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

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

Senior Vice President - Airport Infrastructure Management Development (SVP-AIM Development) who reports to the COO. Airport Infrastructure Management office, 9th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

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

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

The CEO may from time to time substitute a different City official as the designated "SVP-AIM Development" hereunder, and any such change will be effective upon the issuance of written notice to the Contractor which identifies the successor SVP-AIM Development. The SVP-AIM Development 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, the level of subcontracted work will be specified by the Task Order. If no specific amount is specified, no more than ninety-five percent (95%) of the work may be subcontracted.

SC-6 COOPERATION WITH OTHERS

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

SC-7 PROSECUTION AND COMPLETION OF THE WORK:

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

SC-8 LIQUIDATED DAMAGES

If the Contractor fails to complete the work within the time specified or if the Contractor causes disruptions to DEN activities or operations as defined herein, the Contractor shall pay the City liquidated damages in the amounts as noted below or as noted in a future Task Order. Milestones and related Liquidated Damages will be identified for each Task Order.

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

For Disruption of Airport Activities for Any and All Task Orders

If DEN determines that the Contractor has disrupted the Airport Operations as described below and in the Technical Specifications, the Contractor shall be liable to the City for liquidated damages at the rates noted below per incident per day or 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: \$3,000.00
2. Disruption of Fire Alarm – All other incidents: \$5,000.00
3. Disruption of Airline Baggage Operations – First Incident: \$5,000.00 per hour
4. Disruption of Airline Baggage Operations – All other incidents \$10,000.00 per hour.
5. Disruption of Airport Operations by introduction of dust, smoke, noise, water, chemicals or any offensive odors or fumes or any other disruption from the construction activity into the Terminal, any outdoor public area or baggage area that causes complaints from the building occupants, operations or the customers – First Incident: \$1,000.00 per incident.
6. Disruption of Airport Operations by introduction of dust; smoke, noise, water, chemicals or any offensive odors or fumes or any other disruption from the construction activity into the Terminal or any outdoor public area or baggage area that causes complaints from the building occupants, operations or the customers – Any incident after the first: \$5,000.00 per incident.
7. Should any of the disruptions described in items 5 or 6 above result in 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, DEN may determine that by causing any of these disruptions, the Contractor is not properly managing the work and DEN 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 DEN for all costs and expenses of taking over and completing the work as provided in General Contract Condition section 2201.

SC-9 FACILITY SECURITY AND PERSONNEL ACCESS

The Contractor shall conduct all its activities at the Airport in compliance with the Airport security system rules and regulations, which 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 **Task Order Bid** shall include the cost of providing security services to maintain control and supervision of any and all airport perimeter security boundary breaches and for the duration of work activities where access to restricted areas is required and until the airport perimeter security boundaries are reestablished.

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

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

UNSUPERVISED AND / OR UNSECURED.

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

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

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

DEN Contact: [Glenn Spies]
[(303) 342-4323]

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

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

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

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

SC-10 CONSTRUCTION ACCESS

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

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

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

SC-11 VEHICLE PERMITTING

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

SC-12 VENDORS AND SUPPLIERS

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

SC-13 COMMUNICATION DEVICES

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

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

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

SC-15 ATTORNEYS' FEES

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

SC-16 INSURANCE TO BE PROVIDED BY THE CONTRACTOR

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

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

the performance of the work hereunder by the Contractor, his agents, representatives, employees or sub-contractors.

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

The City and County of Denver in no way 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 unless otherwise required in the Contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of the Contract. All insurance coverages for sub-contractors shall be subject to the minimum requirements identified in the Exhibit. All sub-contractors' certificates and endorsements shall be received and approved by the Contractor before work commences. The City reserves the right to request copies of these certificates at any time.

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

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

SC-17 ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS, FEDERAL PROVISIONS

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

SC-18 ESTIMATED QUANTITIES OF UNIT PRICED ITEMS

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

SC-19 REVISIONS TO G.C. 1102

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

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

SC-20 LISTING OF ACCEPTABLE MANUFACTURERS

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

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

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

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

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

Before blocking or relocating accessible parking spaces or accessible routes of travel, the contractor must obtain written approval from the DEN ADA Compliance Officer, by submitting a completed request form, which will be provided to the Contractor by the Project Manager at the preconstruction meeting if it is not included as a

standard form in the Technical Specifications. The request shall include the location of alternative spaces and/or routes, and specifications of the temporary signage to be used. Work shall not proceed without this approval.

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

SC-22 SUBCONTRACTOR PAYMENTS AND SUBCONTRACTOR RELEASES – REQUIRED USE OF THE B2G CONTRACT MANAGEMENT SYSTEM

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

SC-23 PAYMENTS TO CONTRACTORS

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

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

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

Agency/Firm

DEN Division CA

DEN Division PM

DEN Division Director

DEN Contract Services CA

CCD Denver Prevailing Wage

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

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

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

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 Five Hundred Thousand Dollars and No Cents (\$500,000.00). 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 \$500,000.00. 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. 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 CLOSEOUT

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 DIRECTIVES AND CHANGE ORDER DIRECTIVES

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

SC-28 SUBCONTRACTOR

The term “subcontractor” includes a labor pool.

SC-29 NOTICE TO PROCEED AND COMPLETION OF THE WORK

GC 302 is hereby deleted and replaced with the following:

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

.2 Upon issuance of the Initial Notice to Proceed, the Contractor is allowed and authorized to incur reimbursable costs related to insurance, payment and performance bonds, and 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-30 MOBILIZATION

The Contractor, upon issuance of a Task Order, shall submit a detailed mobilization plan to the Deputy Manager, or the Deputy Manager’s designee, setting forth the proposed location for mobilization, mobilization costs and equipment to be rented or purchased for the specific Work authorized. All such costs are subject to the approval

of the Deputy Manager, or the Deputy Manager's designee, and any equipment purchase or rental costs wherein the value of such equipment is paid for in excess of 90% of such value, then such equipment may, at the end of the Contract Time or Final Completion, whichever occurs earlier, become subject to ownership by the City (Airport) at City's option. Further, such equipment shall be used solely by the Contractor for Work under this Contract unless otherwise authorized by the Deputy Manager. Such equipment shall not be used for personal uses or activities.

SC-31 BONDS, SALES TAX AND INSURANCE

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

SC-32 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 Manager or the consulting architect or engineer, as appropriate.
3. Each estimate of work completed shall also specifically identify those minority- and women-owned business enterprises (MWBE) subcontractors or suppliers that the Contractor is utilizing on the project pursuant to the requirements of Article VII, Division 1 and 3 of Chapter 28, of the D.R.M.C.
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 Manager's, or as applicable, consulting architect's or engineer's estimated statement of the percentage of work completed for each line item of cost for which the City has promised to pay the Contractor. The Contractor shall also submit to the auditor and other appropriate officials of the City, in a timely fashion, all information required by General Conditions Title 10.
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 Manager or the consulting architect or engineer, as appropriate, in the event that such has been retained, will also verify the estimate of work completed prior to any acceptance by the City.

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.

EXHIBIT F

City and County of Denver



D E N V E R
THE MILE HIGH CITY

**DEPARTMENT OF AVIATION
DEPARTMENT OF PUBLIC WORKS**

**STANDARD SPECIFICATIONS FOR
CONSTRUCTION
GENERAL CONTRACT CONDITIONS**

2011 Edition

Statement

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**CONSTRUCTION CONTRACT GENERAL CONDITIONS
TABLE OF CONTENTS**

Page Number

| | |
|-----------------------------------------------------------------------------|----------|
| TITLE 1 - DEFINITIONS | 1 |
| 101 CITY | 1 |
| 102 CONTRACT | 1 |
| 103 CONTRACT AMOUNT | 1 |
| 104 CONTRACT DOCUMENTS | 1 |
| 105 CONTRACT TIME | 1 |
| 106 CONTRACTOR | 2 |
| 107 CONTRACTOR PERSONNEL | 2 |
| 108 DAYS | 2 |
| 109 DEPUTY MANAGER | 2 |
| 110 DESIGNER | 2 |
| 111 FINAL COMPLETION | 2 |
| 112 MANAGER | 3 |
| 113 PRODUCT DATA | 3 |
| 114 PROJECT | 3 |
| 115 PROJECT MANAGER | 3 |
| 116 SAMPLES | 3 |
| 117 SHOP DRAWINGS | 3 |
| 118 SUBCONTRACTOR | 3 |
| 119 SUBSTANTIAL COMPLETION | 3 |
| 120 SUPPLIER | 4 |
| 121 WORK | 4 |
| TITLE 2 – CITY ADMINISTRATIVE ORGANIZATIONS; LINE OF AUTHORITY | 5 |
| 201 DEPARTMENT OF AVIATION | 5 |
| 202 MANAGER OF AVIATION | 5 |
| 203 DEPARTMENT OF PUBLIC WORKS | 5 |
| 204 MANAGER OF PUBLIC WORKS | 5 |
| 205 BUILDING INSPECTION | 5 |
| 206 ZONING | 5 |
| 207 DIVISION OF SMALL BUSINESS OPPORTUNITY | 6 |
| 208 CITY AUDITOR | 6 |
| 209 MANAGER OF FINANCE | 6 |
| 210 CITY ATTORNEY | 6 |
| 211 OFFICE OF RISK MANAGEMENT | 6 |
| 212 CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY | 6 |
| 213 CITY'S COMMUNICATIONS WITH THE CONTRACTOR | 7 |
| TITLE 3 - CONTRACTOR PERFORMANCE AND SERVICES | 8 |
| 301 CONSIDERATION (CONTRACTOR'S PROMISE OF PERFORMANCE) | 8 |
| 302 NOTICE TO PROCEED AND COMPLETION OF THE WORK | 8 |
| 303 EXACT CONTRACTOR PERFORMANCE | 8 |
| 304 SUBSTITUTED PERFORMANCE | 8 |
| 305 WORK PERFORMED UNDER ADVERSE WEATHER CONDITIONS | 9 |
| 306 WORKING HOURS AND SCHEDULE | 9 |
| 307 CONTRACTOR'S SUPERINTENDENT | 10 |
| 308 COMMUNICATIONS | 10 |

**CONSTRUCTION CONTRACT GENERAL CONDITIONS
TABLE OF CONTENTS**

| | | |
|-------------------------------------------------------------------------|----------------------------------------------------------------------------------|-----------|
| 309 | CONTRACTOR SUBMITTALS AND OTHER WRITTEN COMMUNICATIONS TO THE CITY..... | 10 |
| 310 | COMPETENCE OF CONTRACTOR'S WORK FORCE..... | 11 |
| 311 | NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT..... | 11 |
| 312 | CONDUCT OF CONTRACTOR'S PERSONNEL | 12 |
| 313 | SUGGESTIONS TO CONTRACTOR..... | 12 |
| 314 | WORK FORCE | 12 |
| 315 | CONSTRUCTION MACHINES AND STANBY EQUIPMENT | 13 |
| 316 | CUTTING AND PATCHING THE WORK | 13 |
| 317 | PERMITS AND LICENSES | 13 |
| 318 | CONSTRUCTION SURVEYS | 14 |
| 319 | PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS..... | 14 |
| 320 | TRADEMARKS, COPYRIGHTS AND PATENTED DEVICES, MATERIALS, AND PROCESSES..... | 15 |
| 321 | PROJECT SIGNS..... | 15 |
| 322 | PUBLICITY AND ADVERTISING | 16 |
| 323 | TAXES | 16 |
| 324 | DOCUMENTS AND SAMPLES AT THE SITE..... | 17 |
| 325 | CLEANUP DURING CONSTRUCTION..... | 17 |
| 326 | SANITARY FACILITIES..... | 18 |
| 327 | POWER, LIGHTING, HEATING, VENTILATING, AIR CONDITIONING AND WATER SERVICES | 18 |
| TITLE 4 - CONTRACT DOCUMENTS (DRAWINGS AND SPECIFICATIONS) | | 19 |
| 401 | CONTRACT DOCUMENTS - REVIEW AND INTERPRETATION | 19 |
| 402 | OWNERSHIP OF CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS..... | 20 |
| 403 | CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR..... | 20 |
| 404 | REQUESTS FOR INFORMATION OR CLARIFICATION | 21 |
| 405 | SHOP DRAWINGS, PRODUCT DATA AND SAMPLES..... | 21 |
| 406 | SUBSTITUTION OF MATERIALS AND EQUIPMENT | 22 |
| TITLE 5 - SUBCONTRACTS..... | | 24 |
| 501 | SUBCONTRACTS..... | 24 |
| 502 | SUBCONTRACTOR ACCEPTANCE..... | 24 |
| TITLE 6 - TIME OF COMMENCEMENT AND COMPLETION..... | | 27 |
| 601 | BEGINNING, PROGRESS AND TIME OF COMPLETION | 27 |
| 602 | LIQUIDATED DAMAGES, ADMINISTRATIVE COSTS; ACTUAL DAMAGES..... | 27 |
| 603 | DELAY DAMAGES | 28 |
| TITLE 7 - COOPERATION, COORDINATION AND RATE OF PROGRESS | | 29 |
| 701 | COOPERATION WITH OTHER WORK FORCES | 29 |
| 702 | COORDINATION OF THE WORK..... | 30 |
| 703 | COORDINATION OF PUBLIC CONTACT | 30 |
| 704 | RATE OF PROGRESS..... | 30 |
| TITLE 8 - PROTECTION OF PERSONS AND PROPERTY | | 32 |
| 801 | SAFETY OF PERSONS..... | 32 |
| 802 | PROTECTIVE DEVICES AND SAFETY PRECAUTIONS | 33 |

**CONSTRUCTION CONTRACT GENERAL CONDITIONS
TABLE OF CONTENTS**

| | | |
|------------------------------------------------------------------------------|-----------------------------------------------------------------|-----------|
| 803 | PROTECTION OF PROPERTY AND WORK IN PROGRESS | 33 |
| 804 | PROTECTION OF MUNICIPAL, PUBLIC SERVICE OR UTILITY SYSTEMS..... | 34 |
| 805 | PROTECTION OF STREET AND ROAD SYSTEM | 35 |
| 806 | PROTECTION OF DRAINAGE WAYS | 36 |
| 807 | PROTECTION OF THE ENVIRONMENT | 36 |
| 808 | HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES | 37 |
| 809 | ARCHEOLOGICAL AND HISTORICAL DISCOVERIES | 37 |
| TITLE 9 - COMPENSATION..... | | 38 |
| 901 | CONSIDERATION (CITY'S PROMISE TO PAY)..... | 38 |
| 902 | PAYMENT PROCEDURE | 38 |
| 903 | SCHEDULE OF VALUES IN LUMP SUM CONTRACTS..... | 39 |
| 904 | UNIT PRICE CONTRACTS..... | 39 |
| 905 | PROGRESS PERIOD..... | 39 |
| 906 | APPLICATIONS FOR PAYMENT | 40 |
| 907 | RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT..... | 41 |
| 908 | RETAINAGE | 41 |
| 909 | ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS..... | 42 |
| 910 | FINAL ESTIMATE AND PAYMENT | 43 |
| 911 | ACCOUNTING OF COSTS AND AUDIT..... | 43 |
| TITLE 10 - WAGES..... | | 45 |
| 1001 | PREVAILING WAGE ORDINANCE | 45 |
| 1002 | POSTING OF THE APPLICABLE WAGE RATES | 45 |
| 1003 | RATE AND FREQUENCY OF WAGES PAID | 45 |
| 1004 | REPORTING WAGES PAID..... | 45 |
| 1005 | FAILURE TO PAY PREVAILING WAGES | 46 |
| TITLE 11 - CHANGES IN THE WORK, CONTRACT PRICE OR CONTRACT TIME | | 47 |
| 1101 | CHANGE ORDER | 47 |
| 1102 | CITY INITIATED CHANGES | 47 |
| 1103 | CONTRACTOR CHANGE REQUEST | 48 |
| 1104 | ADJUSTMENT TO CONTRACT AMOUNT | 51 |
| 1105 | TIME EXTENSIONS | 54 |
| TITLE 12 - CONTRACTOR CLAIMS FOR ADJUSTMENT AND DISPUTES..... | | 56 |
| 1201 | NOTICE OF INTENT TO CLAIM | 56 |
| 1202 | SUBMITTAL OF CLAIMS | 56 |
| 1203 | WAIVER OF CLAIMS | 58 |
| TITLE 13 - DISPUTES | | 59 |
| 1301 | DISPUTES..... | 59 |
| TITLE 14 - SITE CONDITIONS..... | | 60 |
| 1401 | DIFFERING SITE CONDITIONS..... | 60 |
| 1402 | SITE INSPECTIONS AND INVESTIGATIONS..... | 60 |

**CONSTRUCTION CONTRACT GENERAL CONDITIONS
TABLE OF CONTENTS**

| | |
|-------------------------------------------------------------------------------------|-----------|
| TITLE 15 - PERFORMANCE AND PAYMENT BONDS | 62 |
| 1501 SURETY BONDS | 62 |
| 1502 PERFORMANCE BOND..... | 62 |
| 1503 PAYMENT BOND..... | 62 |
| TITLE 16 - INSURANCE AND INDEMNIFICATION..... | 63 |
| 1601 INSURANCE..... | 63 |
| 1602 DEFENSE AND INDEMNIFICATION..... | 63 |
| TITLE 17 - INSPECTION AND DEFECTS | 64 |
| 1701 CONSTRUCTION INSPECTION BY THE CITY | 64 |
| 1702 AUTHORITY OF INSPECTORS | 64 |
| 1703 OBSERVABLE DEFECTS | 64 |
| 1704 DEFECTS - UNCOVERING WORK | 64 |
| 1705 LATENT DEFECTS | 65 |
| 1706 REMOVAL OF DEFECTIVE MATERIALS AND WORK..... | 65 |
| TITLE 18 - WARRANTIES, GUARANTEES AND CORRECTIVE WORK..... | 66 |
| 1801 CONTRACTOR'S WARRANTIES, GUARANTEES AND CORRECTION OF WORK..... | 66 |
| 1802 PERFORMANCE DURING WARRANTY PERIOD | 67 |
| TITLE 19 - SUBSTANTIAL COMPLETION OF THE WORK | 69 |
| 1901 CONTRACTOR'S NOTICE OF SUBSTANTIAL COMPLETION..... | 69 |
| 1902 INSPECTION AND PUNCH LIST..... | 69 |
| 1903 CERTIFICATE OF SUBSTANTIAL COMPLETION | 69 |
| 1904 RIGHT OF EARLY OCCUPANCY OR USE..... | 69 |
| TITLE 20 - FINAL COMPLETION AND ACCEPTANCE OF WORK | 71 |
| 2001 CLEAN-UP UPON COMPLETION | 71 |
| 2002 FINAL COMPLETION AND ACCEPTANCE OF THE WORK..... | 71 |
| 2003 FINAL SETTLEMENT | 71 |
| TITLE 21 - SUSPENSION OF WORK | 74 |
| 2101 SUSPENSION OF WORK | 74 |
| 2102 SUSPENSION OF THE WORK FOR THE CITY'S CONVENIENCE..... | 74 |
| 2103 SUSPENSION BECAUSE OF ORDER OF CITY, STATE OR FEDERAL COURT OR AGENCY | 75 |
| 2104 SUSPENSION RESULTING FROM CONTRACTOR'S FAILURE TO PERFORM | 75 |
| TITLE 22 - CITY'S RIGHT TO TERMINATE THE CONTRACT | 76 |
| 2201 TERMINATION OF CONTRACT FOR CAUSE..... | 76 |
| 2202 TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY | 77 |
| TITLE 23 - MISCELLANEOUS PROVISIONS | 80 |
| 2301 PARTIES TO THE CONTRACT..... | 80 |
| 2302 FEDERAL AID PROVISIONS | 80 |

**CONSTRUCTION CONTRACT GENERAL CONDITIONS
TABLE OF CONTENTS**

| | | |
|--------------|----------------------------------------------------------|-------------|
| 2303 | NO WAIVER OF RIGHTS | 80 |
| 2304 | NO THIRD PARTY BENEFICIARY | 80 |
| 2305 | GOVERNING LAW; VENUE | 80 |
| 2306 | ABBREVIATIONS | 81 |
| 2307 | STATUTE OF LIMITATIONS IN C.R.S. § 13-80-102(1)(h) | 81 |
| INDEX | | i-ix |



THINKING AHEAD

FAX NUMBER: 720-913-3183
TELEPHONE NUMBER: 720-913-3267

Assistant City Attorney
201 W. Colfax Ave. Dept. 1207
Denver, Colorado 80202

RE: Principal: LEI Companies, Inc.
Contract No. 202157615
Project Name: On-Call Inside/Outside Telecom Infrastructure Services
Contract Amount: \$500,000.00
Performance and Payment Bond No. S015667

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Employers Mutual Casualty Company on March 29, 2021

We hereby authorize the City and County of Denver, Department of Public Works, to date all bonds and powers of attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please don't hesitate to give me a call at (720) 458-5755

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jessica Rini'.

Jessica Jean Rini
Client Service Consultant
jrini@holmesmurphy.com

Bond No. S015667

**CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION****PERFORMANCE AND PAYMENT BOND**KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned LEI Companies, Inc.

a corporation organized and existing under and by virtue of the laws of the State of CO, hereafter referred to as the "Contractor", and Employers Mutual Casualty Company, a corporation organized and existing under and by virtue of the laws of the State of IA, 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, hereafter referred to as the "City", in the penal sum of **FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$500,000.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete **CONTRACT NO. 202157615**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, losses and expenses which it may incur in making good any breach or default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs, services, or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

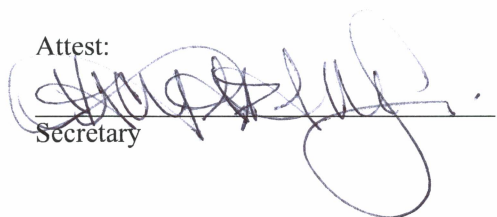
PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the 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



Bond No. S015667

will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 29th day of MARCH, 2021.

Attest:

Secretary

LEI Companies, Inc.
Contractor
By: 
President
Employers Mutual Casualty Company
Surety
By: 
Attorney-in-Fact **Jessica Jean Rini**

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

APPROVED AS TO FORM:
KRISTIN M. BRONSON,
City Attorney for the City and County of
Denver

By: _____
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY
OF DENVER
By: _____
MAYOR

By: _____
CEO DEPARTMENT OF AVIATION



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

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

Jessica Jean Rini

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

Any and All Bonds

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

The authority hereby granted shall expire April 1st, 2021, unless sooner revoked.

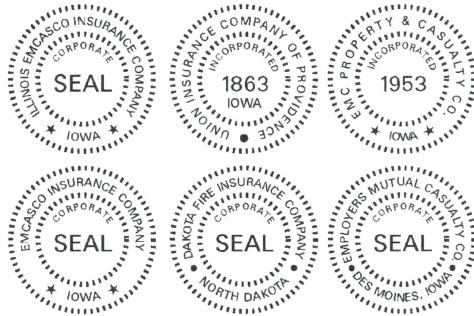
AUTHORITY FOR POWER OF ATTORNEY

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

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

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals



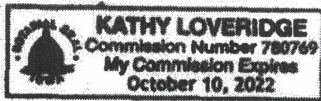
Bruce G. Kelley
Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

Todd Strother
Todd Strother
Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge
Notary Public in and for the State of Iowa



CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

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

J D Clough
Vice President



Exhibit H – Schedule of Rates and Markups
 Inside / Outside Plant Telecommunications
 Infrastructure On call Professional Services

| Job Category | Year 1 | Year 2 | Year 3 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|----------|
| ELECTRICIAN - Structured Cable Technician. (Includes low voltage wiring and installation of fire alarms, security systems, telephones, network devices, computers and temperature controls. | \$76.00 | \$76.84 | \$77.72 |
| ELECTRICIAN - High Voltage Power (Includes contract work - 120 /220 volts) | \$76.00 | \$76.84 | \$77.72 |
| Project Manager | \$85.00 | \$87.55 | \$90.18 |
| Program Manager | \$95.00 | \$97.85 | \$100.78 |
| Overtime rate | \$96.88 | \$97.97 | \$99.10 |
| Emergency rate | \$119.83 | \$121.18 | \$122.57 |
| Markup of Materials (Depending on order / job size) | 12% | 12% | 12% |

NOTE:

Please provide your fully loaded hourly rate for each position. Items such as back office staffing / support and other benefits should be predetermined and include in your published rate schedule.

Mark ups on staffing / labor categories will NOT be accepted.

Published rates should also include a reasonable / forecast cost of living increase were applicable.

Exhibit I

ON-CALL CONSTRUCTION

TASK ORDER PROPOSALS AND EXECUTION PROCESS

Revised: January 2021

1 INTRODUCTION

1.1 THE FACILITY DESCRIPTION

1.1.1 The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities.

1.2 GENERAL SCOPE

1.2.1 The Airport maintains on-call construction contracts to provide various construction work on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems and may involve various disciplines depending on the scope of the contract, including structural; mechanical; electrical; plumbing; life safety; fire alarm; fire protection; controls and automation; telecommunications; interior finishes; demolition; site surveying; site preparation, and materials testing. Conducting this construction work may include pre-construction planning; scheduling; cost estimating; permitting; mobilization; self-performance of work; subcontractor management; site supervision; quality control planning and management; safety planning and management; coordination with DEN stakeholders; participation in construction update meetings; and closeout activities. In addition to the types of projects described above, the Contractor may be tasked to participate in the design phase of a project by providing pre-construction services.

1.2.2 Should a Task Order scope of work require a discipline that is not currently represented on the Contractor's team, the Contractor will be requested to add that discipline as part of the team for that specific Task Order scope of work. Contractor will identify a specialty subcontractor for the required discipline and will submit the subcontractor's qualifications, personnel pay classifications, and agreed hourly billing rates for approval by DEN.

1.2.3 The term "Task Order" when it is used in this Agreement includes all of the work associated with the proposal preparation and construction management for any and all construction services as requested by the Senior Vice President of Airport Infrastructure Management Development (SVP of AIM Development) or the designated DEN representative.

1.2.4 Since this is a contract for on-call services, the Contractor is not guaranteed nor entitled to the issuance of any Task Orders. Task Orders may be negotiated with this or another existing On-Call Contractor or bid between existing On-Call Contractors and/or other active airport contractors.

2 CONTRACTOR'S SPECIFIC SCOPE OF WORK

2.1 CONTRACTOR SERVICES

2.1.1 The Contractor, as deemed necessary by the SVP of AIM Development or the designated DEN representative, will be required to provide construction work for specific task scopes of work. The Contractor must be a licensed general contractor in the State of Colorado and City and County of Denver. The Contractor's work performance requirements are detailed in, and its activities will comply with, the Agreement, the Denver Standard Specifications for Construction General Contract Conditions (referred to here as the General Conditions) and any other applicable Federal, state, and local Executive Orders, rules, regulations, or standards as specified in the Task Order.

2.1.2 Specific task scopes of work, which will be issued with a Task Notice for Proposal (TNP), may include but are not limited to the following:

- 2.1.2.1 Pre-construction planning
- 2.1.2.2 Scheduling
- 2.1.2.3 Cost estimating
- 2.1.2.4 Permitting
- 2.1.2.5 Mobilization
- 2.1.2.6 Self-performance of work
- 2.1.2.7 Subcontractor management
- 2.1.2.8 Site supervision
- 2.1.2.9 Quality control planning and management
- 2.1.2.10 Safety planning and management
- 2.1.2.11 Coordination with DEN stakeholders
- 2.1.2.12 Participation in construction update meetings
- 2.1.2.13 Pre-construction services
- 2.1.2.14 Closeout activities

2.1.3 Project Controls Requirements: The Contractor will be required to use the designated Project Management Information System (PMIS) and Primavera P6 compatible to comply with the requirements of DEN's Project Controls System. The PMIS is AIM Development's tool for project and information management, data analysis, and document control. DEN will be responsible for providing the licensing and training for PMIS. The Contractor will be responsible for providing a compatible Primavera P6 for its use. The Contractor will also be responsible for providing and maintaining the computer hardware, software, and system environment capable of supporting Project Controls System requirements. This is the only project management system that will be accepted.

2.2 TASK ORDER SCOPE OF WORK

2.2.1 The SVP of AIM Development or the designated DEN representative will issue to the Contractor a Task Notice for Proposal (TNP) for each specific Task Order. The Contractor will prepare and submit a Task Order cost proposal using the Standard On-Call Construction Proposal Form and its Task Order construction schedule within

14 days of receipt of the signed TNP, unless an alternate delivery duration is defined by the DEN Project Manager in the TNP. TNP's may not always result in an executed Task Order.

- 2.2.2 The Consultant shall provide a cost proposal that includes the following:
 - 2.2.2.1 A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scope of work performed by all subcontractors.
 - 2.2.2.2 A completed Standard On-Call Cost Proposal Form broken down by personnel pay classifications, agreed hourly billing rates, markups, schedule, and hours necessary to complete the Task Order scope of work. The proposal may not necessarily require utilization of the rates and markups submitted in the initial On Call Construction contract.
 - 2.2.2.3 A schedule identifying all phases of scope of work.
 - 2.2.2.4 Identification of lump sum not to exceed Task Order cost.

2.3 TASK NOTICE FOR PROPOSAL

- 2.3.1 For each Task Order scope of work issued, the City will review the Contractor's submittal, including the cost proposal and Task Order construction schedule. DEN may issue the same TNP to multiple on-call contractors in order to compete the work among multiple candidates. Once selected to proceed, the Contractor will not begin work on any Task Order scope of work without having received a fully executed Notice to Proceed (NTP) letter through DEN's PMIS. In the event of approval of the Contractor's proposal, the Contractor will perform such work within the time agreed and for the compensation that is approved by the SVP of AIM Development or the designated DEN representative.
- 2.3.2 DEN Technical Specifications and Criteria: Denver International Airport has developed specific technical specifications and criteria for, but not limited to, various mechanical, electrical, communications, security systems, structural systems, process procedures, etc. The Contractor will be provided those specifications and criteria, or other applicable criteria, for the execution of each assigned Task Order(s). Technical specifications shall not be used between multiple tasks without written approval of the DEN Project Manager.
- 2.3.3 Following this agreement, the Contractor acknowledges that the construction of the Task is produced in accordance with the Agreement, including its standard of care and accepts full responsibility for the execution of the Task Order according to the rules, regulations, and laws governing its activities.
- 2.3.4 With respect to any work that is authorized by a Task Order issued prior to the contract completion date, but not completed by that date, the City shall have the option to terminate the work in progress and pay only for that portion of the work satisfactorily completed within the period of performance specified herein or to provide for, in writing, a limited extension of the contract completion date to

complete the remaining work. In the event the completion date for a particular Task Order extends beyond the Expiration Date and the Agreement is thereby extended, the Task Orders still being performed shall be performed on the previously-issued terms and Contractor shall not be entitled to any modifications to the unit prices or other amounts except those required by Prevailing Wage law, approved hourly rate increases pursuant to the Agreement, or any additional compensation for extended overhead or added costs.

2.4 CONTRACTOR'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.4.1 The Contractor will assign a lead project manager to this Agreement who has experience and knowledge of construction industry standards. The project manager will be the contact person in dealing with the City on matters concerning this Agreement and will have the full authority to act for the Contractor's organization and at the direction of the SVP of AIM Development or the designated DEN representative. This project manager will remain on this Agreement during the entire Agreement term, while in the employ of the Contractor, or until such time that his / her performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the project manager.
- 2.4.2 Should the City request the removal of a project manager, the Contractor will replace that project manager with a person of similar or equal experience and qualifications. The replacement project manager is subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.3 The Contractor may submit, and the City will consider a request for reassignment of a project manager, should the Contractor deem it to be in the best interest of the Contractor's organization or for that project manager's career development or in the best interest of the City. Reassignment will be subject to the approval of the SVP of AIM Development or the designated DEN representative.
- 2.4.4 If the City allows the removal of a project manager, the replacement project manager must have similar or equal experience and qualifications to that of the original project manager. The replacement project manager's assignment to this Agreement is subject to the approval of the SVP of AIM Development or the designated DEN representative. The hourly rate for the new project manager shall be approved by AIM Development, and it will not exceed the rate for the outgoing project manager. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Contractor or its project manager.

2.5 DILIGENCE

- 2.5.1 The Contractor will perform the work defined by the individual Task Order scope of work in a timely manner and as directed by the SVP of AIM Development or the designated DEN representative.
- 2.5.2 The Contractor shall submit a current status of the project per Task Order at any time requested by the DEN Project Manager.

2.6 COOPERATION

- 2.6.1 The Contractor will fully cooperate and coordinate with other Contractors and approved DEN consultants performing work at DEN, particularly those consultants and contractors whose work connects or interfaces with the Contractor's Task Order scope of work. The Contractor's cost proposal for each Task Order will include coordination with contractors that have current projects and future DEN projects that are identified at the time that the Contractor is preparing a cost proposal.

3 MISCELLANEOUS REQUIREMENTS

3.1 EXISTING FACILITY INFORMATION

- 3.1.1 City Supplied Documents: As tasks are defined, DEN will make available documents, when they exist, related to that specific Task Order scope of work, such as
 - 3.1.1.1 Electronic files of Construction Drawings (Task Order Specific)
 - 3.1.1.2 Available BIM files for areas of work (Task Order Specific)
 - 3.1.1.3 Electronic copies of available Technical Specifications (Task Order Specific)
 - 3.1.1.4 3-D Scans of spaces (Task Order Specific)
- 3.1.2 Information Gathering: The Contractor will include in its cost proposal for each Task Order, the cost of providing personnel at DEN to gather Task Order information at DEN. This will include, but not be limited to review of hard copy project records documents, review of electronic record documents, site investigations, etc. The DEN electronic documents are not necessarily representative of as-builts conditions in the field. The Contractor's Task Order cost proposals will always include field verification of existing conditions as defined in each TNP. Once NTP is received by the Contractor, the Contractor will begin the Task Order as-builts.

3.2 AIRPORT SECURITY REQUIREMENTS

- 3.2.1 Airport Badges: The Contractor will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original TNP documents, and DEN and Federal Aviation Administration rules and regulations.

4 TASK ORDER EXECUTION

4.1 TASK ORDER NOTICE TO PROCEED

- 4.1.1 Notification: The City will provide written notification to the Contractor to proceed with a Task Order scope of work. This written notification will come in the form of a NTP letter through DEN's PMIS. The Consultant will not be authorized to proceed with the work described in this Agreement, including a particular TNP and the City will not be obligated to fund any work performed by the Contractor, until the City has provided signed, written notification to the Consultant that the work is to be performed.
- 4.1.2 Kick-off meeting: Upon written notification to the Contractor to proceed with a Task Order scope of work, the City will schedule and hold a meeting with the Contractor

and all stakeholders to review the scope of work and schedule, familiarize the Contractor with all internal processes, establish invoicing requirements, and establish required meetings dates. The City will provide monthly training for the Primavera Unifier system to Contractors as necessary.

- 4.1.3 Schedules: Immediately following the kick-off meeting, the Contractor shall submit to DEN's Project Manager, a rolling three-week, look-ahead schedule, for the following three week's work.

4.2 CONSTRUCTION

- 4.2.1 Required Documentation: Unless specifically identified in the TNP, refer to the project specifications for specific documentation requirements.
- 4.2.2 Submittals: Upon receipt of the executed Task Order and NTP letter, the Contractor will proceed with Task Order scope of work on all Task Order deliverables, submittals, meeting minutes, change requests, and shall be managed through the PMIS. All submittals shall include forms as directed by the Project Manager.
- 4.2.3 Contractor Change Request: Changes to the scope of work initiated by the Contractor will be issued to DEN's Project Manager via PMIS pursuant to the General Conditions, as modified by any Special Conditions. The request will include a Contractor Change Request (CCR), Change Directive Response (CDR), and Change Notice (CN) Checklist, all required documents as listed in the checklist, and a Standard On-Call Cost Proposal Form reflecting all costs associated with the change. Initiation of this request does not guarantee work request acceptance or grant schedule relief. Approval of the Contractor Change Request will be only be received by the Contractor through an executed Task Change Order in PMIS. The Consultant cannot proceed on any work changes without an executed Task Change Order. See General Conditions 1103 for further details.
- 4.2.4 Change Directive: A change directive is a written order, issued by the DEN Project Manager through PMIS, which directs the contractor to commence a change in the scope of work prior to complete agreement on or execution of a Task Change Order as provided in the General Conditions. Upon receipt of a change directive, the contractor will reply with a Contractor Change Request (CCR), Change Directive Response (CDR), and Change Notice (CN) Checklist and all required documents as listed in the checklist. Unless and until a completed change order is executed, all costs associated with the change will be tracked on a time and materials basis with a not-to-exceed maximum that is established by the DEN Project Manager. Final costs will be reconciled with the DEN Project Manager and a Task Change Order will be issued to finalize the change in scope. See General Conditions 1102 for further details.
- 4.2.5 Change Notice: A change notice is a written order, issued by the DEN Project Manager through Unifier, which directs the contractor to commence a change in the scope of work. The consultant cannot proceed on any work changes without an executed Task Change Order. Upon receipt of a change notice, the contractor will

reply with a Contractor Change Request (CCR), Change Directive Response (CDR), and Change Notice (CN) Checklist, all required documents as listed in the checklist, and a Standard On-Call Cost Proposal Form reflecting all costs associated with the change. The DEN Project Manager will then issue a Task Change Order to finalize the change in scope.

- 4.2.6 Pre-Construction Services: The Contractor shall provide pre-construction services to the City at hourly rates on a time and materials basis with a not-to-exceed maximum. Hourly rates for schedules, pre-construction project managers, and estimators shall be agreed upon prior to issuance of the Task Order as well as reimbursable rates. Deliverables defined in the TNP may include but may not be limited to project schedules and plans; logistical review, long lead item procurement; project estimating; coordination with subcontractors; environmental testing; and investigative forensics.

4.3 TASK ORDER CLOSEOUT

- 4.3.1 Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the DEN Project Manager.
- 4.3.2 Task Order Closeout Checklist: The Contractor will work with the Project Manager to address all items on the Closeout Checklist.
- 4.3.3 Task Order Final Payment: Final payment and Task Order closeout shall be made in accordance with the terms and conditions of General Conditions 910.

5 REFERENCED FORMS

The following is an example list of forms that may be required for execution of Task Orders. It is not all inclusive.

| Form Names |
|----------------------------------------------------------------------------------------------------|
| Daily Quality Control Inspector Report |
| Daily DEN Time and Materials Report |
| Request for Substitution |
| Request for Information |
| Final Pay Application Checklist |
| Certificate of Substantial Completion |
| Certificate of Final Completion and Acceptance of Work |
| Contractor Change Request (CCR), Change Directive Response (CDR), and Change Notice (CN) Checklist |
| Task Notice for Proposal (TNP) |
| Closeout Checklist |
| Standard On-Call Cost Proposal Form |
| Shutdown Request Form |

END OF EXHIBIT

Exhibit J

Request for Proposals and Contractor's Response to Request for Proposal and Forms



REQUEST FOR PROPOSALS

**DEN On-Call Inside/Outside Plant Telecom
Infrastructure Services**

NO. 202157615

September 2, 2020

REQUEST FOR PROPOSALS (RFP)Physical Address

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

Contract Administrator (CA): Stacey Czachor
 E-Mail: contract.procurement@flydenver.com

Contract # 202157615

PROPOSALS MUST BE RECEIVED BY: Wednesday October 7, 2020.
 UNDER NO CIRCUMSTANCES WILL E-MAIL OR MAIL-IN RESPONSES BE ACCEPTED.

Schedule of Activities:

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

| Event | Date |
|---------------------------------------|------------------------------------|
| RFP Advertisement | September 2, 2020 |
| Pre-Proposal Conference | September 21, 2020 at 10:00 AM MST |
| Last Date to Submit Written Questions | September 23, 2020 at 2:00 PM MST |
| Proposal Due Date | October 7, 2020 at 2:00 PM MST |

Pre-Proposal Conference – Optional, though highly recommended

An optional Pre-Proposal Conference will be held virtually at 10:00 AM Local Denver Time on September 21, 2020. All participants will access the meeting via Microsoft Teams link below.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjgxMjUxODEtMWVhNy00Y2U4LWEyZTkxNGRiZWExM2NmYmNh%40thread.v2/0?context=%7b%22Tid%22%3a%2279c62162-b85e-4b0e-a863-ebe7817ad70d%22%2c%22Oid%22%3a%2231d0bd1c-59fb-4f57-8f9b-1b1b5ad220ae%22%2c%22IsBroadcastMeeting%22%3a%22true%7d

At this conference, DEN representatives will explain the opportunity and answer questions regarding this RFP, including any written questions submitted to DEN prior to the conference.

RFP Questions

DEN will not answer any telephone inquiries about this RFP. Written questions are due by 2:00 PM LOCAL TIME on September 23, 2020 and shall be submitted electronically via the Rocky Mountain E-Purchasing

System (BidNet) website. All questions and answers will be posted on the BidNet website at the link below following the deadline for submittal of questions.

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

Minority and Women-Owned Business Enterprise Participation

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

35% Minority and Women-Owned Business Enterprise (MWBE) Participation

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

PROPOSAL SUBMITTAL REQUIREMENTS

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

- Minimum Qualifications
 - Proposers shall provide their companies' resumes and three (3) professional references
 - Proposers shall provide resumes detailing experience for their proposed Project Manager, Assistant Project Manager and Operations Manager as detailed in the minimum qualifications
- Proposal Narrative:
 - Complete responses to the Content Narrative as outlined in Section IV
- Proposal Forms - all complete and signed
 - Proposal Acknowledgement Letter – filled out completely and acknowledge all addenda
 - Proposal Data Form
 - Disclosure of Legal & Administrative Proceedings & Financial Conditions
 - Form W-9
 - Certificate of Good Standing
- DSBO Forms
 - MWBE Utilization Plan (also referred to as a Compliance Plan)
 - MWBE Forms: All forms must be completed per the requirements detailed below:
 - Complete Attachment [3] - Commitment to MWBE Participation
 - Complete Attachment [4] – 1B - List of Proposed Subcontractors, Subconsultants, and/or Suppliers
- Diversity Survey
 - Diversity and Inclusiveness in City Solicitations (online survey – include the completed survey with your proposal submission)
- Financial Forms (to be submitted as an electronic file separate from the proposal)
 - Submittal 2
 - Exhibit E

Proposal Submittal Instructions

The proposal shall be prepared in accordance with the Instructions to Proposers as described in Section IV of this RFP. Proposers shall submit their proposal and all required forms via DEN's Rocky Mountain E-Purchasing System's (BidNet) website:

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

Proposals are due by 2:00 PM LOCAL TIME on October 7, 2020.

REQUEST FOR PROPOSAL

NO. 202157615

DEN On-Call Inside/Outside Plant Telecom Infrastructure Services

REQUEST FOR PROPOSALS (RFP) 2

PROPOSAL SUBMITTAL REQUIREMENTS 4

I. CITY, AIRPORT AND PROJECT OVERVIEW..... 7

II. SCOPE OF WORK 8

II-1 Glossary 8

III. ADMINISTRATION INFORMATION..... 12

 III-1 Issuing Office 12

 III-2 Introduction and Acceptance of RFP Terms..... 12

 III-3 Means of Communication 12

 III-4 Interpretation of Proposal Documents 12

 III-5 Addenda 12

 III-6 DEN Website..... 13

 III-7 Withdrawal of Proposal..... 13

 III-8 Rights of DEN 13

 III-9 Confidentiality of Records 13

 III-10 Proposer Agreements..... 14

 III-11 Minority Business Enterprise and Women Business Enterprise Participation (or DBE, if applicable)..... 14

 III-12 Certification of Independent Price and Work Determination..... 16

 III-13 Designation of Subcontractors 17

 III-14 Payment..... 17

 III-15 Disclosure of Legal and Administrative Proceedings and Financial Condition..... 17

 III-16 Insurance Requirements 19

 III-17 Governmental Immunity 19

 III-18 Security 19

 III-19 Airport Identification (ID) Badge Requirements 20

 III-20 Background Checks..... 21

 III-21 Vehicles in the Secured Area 21

 III-22 Violations..... 21

 III-23 Diversity and Inclusivity in City Solicitations 22

| | | |
|--------|-------------------------------------------------------------------------------------------------------|----|
| III-24 | Wage Ordinances | 22 |
| IV. | PREPARATION OF PROPOSAL | 24 |
| IV-1 | Preparation of Proposal - Proposal Forms | 24 |
| IV-2 | Preparation of Proposal - Proposal Narrative | 24 |
| V. | EVALUATION OF PROPOSALS..... | 27 |
| V-1 | Evaluation of Proposals | 27 |
| V-2 | Proposal Rejection and/or Disqualification..... | 28 |
| V-3 | Past Performance | 28 |
| V-4 | Clarification of Proposals..... | 28 |
| V-5 | Shortlisting and Interviews (If Necessary)..... | 28 |
| V-6 | Best and Final Offers | 29 |
| V-7 | Evaluation Criteria | 29 |
| VI. | ATTACHMENT 2, PROPOSAL FORMS | 34 |
| | Attachment 2, Part 1 Proposal Acknowledgement Letter | 34 |
| | Attachment 2, Part 2 Proposal Data Form | 35 |
| | Attachment 2, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition | 37 |
| | Attachment 2, Part 4 M/WBE Forms..... | 38 |
| VII. | ATTACHMENT 3, FORM W-9..... | 39 |
| VIII. | ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS | 40 |
| IX. | ATTACHMENT 6, SAMPLE CONTRACT..... | 41 |
| X. | ATTACHMENT 8, CERTIFICATE OF GOOD STANDING..... | 42 |

I. CITY, AIRPORT AND PROJECT OVERVIEW

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

Each procurement opportunity is to be approached with ethical and honest behavior. The City will solicit, evaluate, and award contracts based upon the Proposer's approach, proven experience, ability to perform work, costs, and pricing.

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

In accordance with procedures described herein, you are hereby invited to submit a proposal for the subject project, which is described in the Scope of Work incorporated herein. The work under this Contract is anticipated to start on or about Early Spring 2021 and has a scheduled duration of approximately two years and eleven months. The proposal must be prepared and submitted in accordance with the requirements and procedures contained in this RFP document and the City's, including DEN's, ordinances, rules, policies, and procedures. Compliance with these requirements by the Proposer is mandatory and is a condition of responsiveness. Any failure to satisfy these requirements will be a sufficient basis for the City and County of Denver's Department of Aviation, also known as Denver International Airport, (DEN or City) to disqualify the Proposer. The City shall not be liable for any of the Proposer's expenses associated with its preparation of the proposal or DEN's consideration of it. The Proposer, if selected, shall not include any such expenses as part of its fee for performing the Scope of Work.

Description

Denver International Airport (DEN) is an agency of the City & County of Denver. DEN owns and operates a comprehensive telecommunications infrastructure used to transport data, video, voice and other electronic technologies and services throughout its 53-square mile campus. This infrastructure consists of approximately fifty-miles of duct bank and pathway which carries more than 16,000 linear miles of copper and fiber-optic backbone and horizontal cabling. This infrastructure is used to connect more than 180 defined MDF/IDF rooms with two datacenter locations which together support the information technology needs of thousands of end users and IT devices across the campus. This infrastructure includes; electronic systems such as telecommunications cable infrastructure, CAT 3 / 6+ cable, single and multimode fiber optical cable, twisted pair copper and coaxial cable, network/compute/storage equipment closed - circuit cameras, airfield lighting control, vehicle gate controller, UHF/VHF radio systems, security access control systems including biometrics, fire alarms systems, computers/computer networks, PLC control and signaling systems and other electronic / electrical systems.

The Business Technologies Division PWCS team, is responsible for supporting the IT infrastructure at DEN. Supporting this infrastructure frequently requires leveraging additional resources and services for use in an On-Call basis.

Via this RFP, DEN wishes to find qualified contractors skilled in the design and installation of inside and outside structured cabling systems and associated infrastructure. These skills include experience in Inside/Outside Plant Telecommunications Infrastructure Engineering, Construction, Installation, Professional Services and Technical staffing disciplines.

II. SCOPE OF WORK

II-1 Glossary

| | |
|------------|-------------------------------------------------------------|
| ANSI | American National Standards Institute |
| ASTM | American Society for Testing and Materials International |
| BICSI | Building Industry Consulting Service International |
| BT | Business Technologies |
| City/DEN | The City & County of Denver / Denver International Airport |
| Contractor | Primary service provider and it's sub-contracting providers |
| EIA | Electronics Industries Alliance |
| EMT | Electrical Magnetic Tubing |
| HVAC | Heating, Ventilating and Air Conditioning |
| IDF | Intermediate Distribution Frame room |
| I/O Plant | Inside and Outside structured cabling and infrastructure |
| IT | Information Technology |
| MDF | Main Distribution Frame |
| NEC | National Electric Code |
| NECA | National Electrical Contractors Association |
| NEMA | National Electric Manufacturers Association |
| NFPA | National Fire Protection Association |
| OHSA | Occupational Safety & Health Administration |
| PWCS | Premise Wiring Communications Service / System |
| RFP | Request for Proposal |
| SME | Subject Matter Expert |
| TIA | Telecommunications Industry Association |
| TO | Task Order |
| UL | Underwriters Laboratories |
| WO | Work Order |

II-2 RFP Objectives and Expectations

Secure a contract with one or more qualified firms to enhance and enable DEN's ability to manage, procure, and oversee the implementation and support of new or existing structured cabling systems and telecommunications infrastructure.

Task Order / Work Order based model

Contractors will perform all work efforts under a defined "Task Order / Work Order" based model.

- Each effort will be accompanied by a written scope of work and when applicable a conceptual drawing.
- Efforts may follow a formal competitive BID process or be directly awarded at the discretion of DEN.
- All Contractors will be requested to provide a reasonable cost estimate for all assigned work, prior to work proceeding.
 - BID / Estimates may include:
 - Materials - All necessary parts and materials on a per task basis for each effort / assigned work.
 - Labor
 - Design / Permit fees
 - Formal "Notice to Proceed" (NTP) on all efforts will be based on the supporting Purchase Order (PO) from DEN Finance being in place.
- Once an effort has been authorized, DEN or the Contractor may engage the services of experienced telecommunications firms to execute and coordinate multiple competitive estimates for the cost of task / work.
- DEN reserves the right to review estimates provided by the Contractor's sub-contract firms as part of the task order authorization process or as change requests are made from the Contractor to DEN.
 - All sub-contract firms leveraged in the service delivery must be disclosed to DEN.
 - The Contractor assumes responsibility and liability for each sub-contract firm used in each authorized task / work effort.
 - All sub-contract firms are required to abide by all City and / or DEN regulations.
- The Contractor will be required to track all labor incurred and materials used on a real time basis.
 - Payment will be based on services rendered.
 - Efforts that exceed the original BID estimate will require a formal change order notification and DEN approval prior to exceeding the original BID estimate.
 - Efforts that fall short of the original BID estimate will be paid out based on the actual labor and materials used.
 - DEN may authorize progress payments for efforts of extended duration.

New Construction

Projects will require collaboration with DEN staff and management by the Contractor as part of this work. In this role the firm will serve as a consultant and construction manager on behalf of DEN.

Contractors will be required to follow published DEN Standards; including DEN Division One and Orange Book standards, Professional Industry Norms and Standards; ANSI, ASTM, BICSI, EIA, EMT, HVAC, NEC, NECA, NEMA, UL.

Contractors must abide by and adhere to all applicable county, state and federal laws and regulations.

Contractors may be requested to participate in:

- Performing new construction of and / or augmentation of existing construction consisting of excavation and trenching, duct Bank, direct-buried, directional boring, aerial, wireless, or other industry acceptable methods as required.
- Performing new construction of and / or augmentation of existing construction of high capacity backbone and access layer horizontal runs of copper cable, fiber optic cable and transmission or terminating equipment.
- Performing new construction of and / or augmentation of high voltage electric infrastructure connections, cables and equipment including conduit where required.
- Construction of standalone communications buildings, internal building, manholes, vaults and Distribution Frame rooms including, foundations and concrete or other structural components, appropriate HVAC and electrical systems that may be required to support telecommunications equipment
- Location and/or relocation of existing cable infrastructure.
- Performing installation and placement on equipment of the IT infrastructure leveraged across the DEN campus. Ex. Computing Hardware, Network Hardware, Telephony / Communications Hardware, and Video Hardware.
- Provide staff and / or supplement its work force as necessary to provide for timely delivery of services and/or any administration and project management services for authorized projects. This administration work shall include attendance of construction meetings, inspection of installed work, coordination with related work trades and resolution of issues that arise in the course of construction.

Contractors may be responsible for providing:

- DEN defined and industry standard telecommunication racks and bays, cable raceways, termination blocks and bulkheads, electrical surge and lightning protection; termination and certification of copper and/or optical communications cable.
- Conduit installation, fiber termination/ and splicing, large scale outside communications plant installation, electrical power.
- All installations are to be performed to DEN and industry standards including appropriate certification and labeling.
- AutoCAD, BlueBeam, or other DEN specified drawing support, etc., by persons qualified to perform such services.
- All work shall be captured and incorporated into the DEN master cable management system.
- DEN reserves the right to specify exact manufacture and part number of materials that shall be used such that all infrastructure installed meet minimum standards and align with DEN sparing plans.
- Provide and maintain to DEN Business Technologies the As-Built documentation of all communications infrastructure installations including design, test results, electrical load measures and HVAC specifications, and both electrical and communications cabling, and rack layouts for efforts authorized under this SOW.
- Revisions to existing drawings and produce new drawings affected by or involved in a new project. These drawings shall be produced or modified in electronic form and delivered in both electronic and hard copy form to the DEN City as-built records archive. Where an existing drawing is involved, the Contractor shall

obtain a current copy of the drawing in electronic form, incorporate revisions to the drawing and return the drawing to the as-built archive with a new revision level. All drawings at DEN are currently available in AutoCAD® DWG and/or BlueBeam format.

Repair and Maintenance of existing IT infrastructure

Contractors may be asked to participate in the repair and maintenance of existing IT infrastructure.

Contractors will be required to follow published DEN Standards; including DEN Division One and Orange Book standards, Professional Industry Norms and Standards; ANSI, ASTM, BICSI, EIA, EMT, HVAC, NEC, NECA, NEMA, UL.

Contractors must abide by and adhere to all applicable county, state and federal laws and regulations.

Contractors may be requested to participate in:

- Location and/or repair or relocation of existing cable infrastructure.
- Move-Add-Change actions to existing IT infrastructure.
- System optimization services.
- The decommission and removal of legacy IT infrastructure.

Professional Services / Supplemental Technical Staff

Throughout the term of this scope of work, the Contractor may be requested to provide additional technical staff resources for use by the DEN Business Technologies team in a supplemental support role. These resources will be used to support the existing day to day operational maintenance and support of the DEN IT infrastructure.

- This work will also be authorized and performed under a defined Task / Work Order.

III. ADMINISTRATION INFORMATION

III-1 Issuing Office

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

III-2 Introduction and Acceptance of RFP Terms

The Proposer, by submitting its proposal, acknowledges that it understands and will agree to the Sample Contract and corresponding Exhibits and the Scope of Work, and that the Proposer shall be able to perform as required. Acknowledgement of this condition shall be indicated by the signature of the Proposer on the Proposal Acknowledgement Letter, which is attached hereto and incorporated here in as Attachment 2, or an officer of the Proposer legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Proposer of all terms and conditions as set forth herein. The Proposer shall identify clearly and thoroughly any variations between its proposal and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in this RFP.

III-3 Means of Communication

During the solicitation process for this RFP, all communication between the Contract Services Department and Proposers will be via postings on DEN's Rocky Mountain E-Purchasing System's (BidNet's) website: <https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

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

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

III-4 Interpretation of Proposal Documents

The Proposer may request, in writing, a clarification or interpretation of any aspect of the RFP documents. Such requests must be submitted as questions on the BidNet website by the due date and time specified in the Schedule of Activities listed on page 2. DEN shall post all questions and answers on the BidNet Website following the deadline for submittal of questions. DEN will not accept or respond to oral inquiries except for those made at the Pre-Proposal Conference. The only 'official' responses are those that are posted to the BidNet Website for this RFP.

III-5 Addenda

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

If DEN determines that the addendum may require significant changes to the Scope of Work, the deadline for submitting the proposals may be postponed by the number of days that DEN determines will allow

Proposers sufficient time to revise their proposals. Any new submittal deadline date for delivering proposals to DEN shall be included in the addendum.

Proposers must acknowledge in the proposal submission that they received all addenda to the proposal documents (see Attachment 2, Part 1). Failure to acknowledge receipt of addenda may disqualify the proposal.

III-6 DEN Website

It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions and other information items relevant to the RFP which appeared on the BidNet Website to see if addenda have been issued or may also contact the DEN Contract Administrator, Stacey Czachor by email at contract.procurement@flydenver.com.

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

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

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

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

III-7 Withdrawal of Proposal

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

III-8 Rights of DEN

DEN reserves the right to cancel this RFP at any time, without penalty, and to reject any and all proposals; with or without cause. All proposals shall be considered by DEN as an invitation to negotiate a contract for the work. DEN also reserves the right to waive any informality or irregularity in any proposal it receives and to be the sole judge of the merits of the proposal it receives. Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other proposers; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The Contract Administrator may waive such informalities or allow any Proposer to correct them depending on which is in the best interest of DEN. Proposers will be notified of the allotted time to correct the minor informality by DEN's Contract Administrator. Failure to correct the minor informality by the Proposer may result in their proposal being deemed non-responsive.

III-9 Confidentiality of Records

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

DEN formally executes a contract resulting from this solicitation. A solicitation is ended when the CEO declares the solicitation ended.

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

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

III-10 Proposer Agreements

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

III-11 Minority Business Enterprise and Women Business Enterprise Participation (or DBE, if applicable)

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

Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), referred as the "MWBE Ordinance" and any Rules or Regulations promulgated pursuant thereto apply to this Project and will be incorporated into any agreement entered as part of this selection process. Under the MWBE Ordinance, the Director of DSBO ("Director") has the authority to establish participation goals for

expenditure on construction, reconstruction, remodeling, professional and design work performed for the City and County of Denver. The participation goal is stated in the Notice of Request for Qualifications bound herein.

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

1. Failure by the Contractor/Consultant awarded the contract to comply with MWBE Ordinance requirements and its accompanying Rules and Regulations during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the Contractor/Consultant, as deemed appropriate by DSBO. If a Submitter is participating in a joint venture with a certified MWBE firm, submit the firm's Joint Venture Agreement, to DSBO, **at least 10 working days prior to the submittal.** The Joint Venture must be approved prior to the submittal date by DSBO. Approval by DSBO includes determining the MWBE portion of work the Joint Venture will count towards meeting the participation goal.
2. The Submitter shall submit completed DSBO Form entitled: Commitment to MWBE Participation and a 1B - List of Proposed Subcontractors, Subconsultants, and/or Suppliers. The committed participation level will be inserted into the contract and the Proposer must comply during the life of the contract.
3. The MWBE Utilization Plan, is the Proposer's written approach and strategy to the overall administration of their MWBE Program (including the expectations of the lower tier MWBE contractors). The MWBE Utilization Plan should be innovative and comprehensive, describe an open, transparent, responsive approach and include the following program fundamentals listed below in Section VII. In addition to all applicable provisions of the MWBE Ordinance, Proposers shall comply with the requirements of the Approved Utilization Plan. A final Utilization Plan will be negotiated prior to contract execution.

DSBO will review and score each proposer(s) submitted utilization plan. The selected proposer(s) shall collaborate with DSBO on an approved utilization plan. Upon Approval by DSBO of the Proposed Utilization Plan, the Proposed Utilization Plan shall be referred to as the "Approved Utilization Plan." Thereafter, the consultant is required to prepare and submit to DSBO an updated MWBE Utilization Plan, on a minimum of an annual basis for DSBO approval throughout the contract duration. The consultant will be required to comply with the MWBE Ordinance, any Rules and Regulations and the most current DSBO approved version of the MWBE Utilization Plan and the contents within such plan. The MWBE Utilization Plan should be innovative and comprehensive, describe an open, transparent, responsive approach and address the program fundamentals listed below:

- a. Identifies their commitment to the contract's MWBE participation goal;
- b. Promotes a level playing field to encourage non-discrimination, incorporating mandatory non-discrimination clauses into each subcontract regardless of the tier;
- c. Describes continuous communication, coordination and involvement efforts of the MWBE subcontractors to ensure alignment of scheduling, safety requirements, owner direction, and performance expectations;
- d. Identifies key personnel and their duties as it relates to the execution to the components of the Utilization Plan; [MWBE Coordinator if applicable]
- e. Defines how MWBE opportunities will be solicited, the subcontracting process, how the MWBE program will be incorporated into the Proposer's overall procurement process, and the documentation retention of such solicitation efforts such as distribution lists for invitation to bids, list of bidders, and awardees;

- f. Explains the debriefing process, how bid selections are made and keeping a record of each;
- g. Explains how the anticipated work will be divided up into economically feasible units calculated to maximize participation opportunities by women and minority-owned firms;
- h. Identifies Good Faith Efforts requirements and evaluation criteria for post award solicitation process;
- i. Describes approach to subcontractor and supplier payment processing and adhering to the City's Prompt Pay Ordinances.
- j. Identifies adherence to DSBO ordinance provisions (i.e. termination, removal, substitution, prompt payment, reporting etc.) and ensure compliance with DSBO requirements regardless of tier;
- k. Outlines monthly reporting of progress toward meeting Utilization plan requirements for minority and women-owned business utilization as well as all other DSBO reporting requirements;
- l. Provides creative strategies to incorporate new and existing MWBEs;
- m. Provide an ongoing list of certified firms that provide capability statements and which of those certified firms they communicated with regarding solicitations related to this project;
- n. Describes involvement with small business initiatives, support services, bonding assistance, mentoring programs, joint ventures, etc. that may be utilized on the project;
- o. Outlines community outreach and public information approach to maximize participation opportunities for small and minority woman owned businesses and how community associations and organizations will be incorporated;
- p. Provides examples of up to a maximum of 5 projects where the Proposer has been successful in promoting the participation of small, minority and women-owned businesses. Projects delivered under on-call contracts with similar scope to the scope of this RFQ are highly desired.

Copies of the MWBE Ordinance and its accompanying Rules and Regulations are available for the use and review of proposers, as well as additional MWBE Guidance which can be found here: <https://www.denvergov.org/dsbo>. Proposers are encouraged to contact DSBO by phone at (720) 913-1999 or by email at dsbo@denvergov.org with specific questions related to compliance with this ordinance.

III-12 Certification of Independent Price and Work Determination

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

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

Further, each person signing Attachment 2, Part 1 Proposal Acknowledgement Letter, for this proposal certified that:

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

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

III-13 Designation of Subcontractors

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

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

III-14 Payment

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

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

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

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

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

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

III-16 Insurance Requirements

Proposer shall adhere to all insurance requirements stated in Exhibit C, which are attached hereto and incorporated herein by reference.

III-17 Governmental Immunity

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

III-18 Security

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

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

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

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

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

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

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

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

the DEN may withhold funds in such amount from any amounts due and payable to the Contractor under the Contract.

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

III-19 Airport Identification (ID) Badge Requirements

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

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

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

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

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

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

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

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

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

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

III-20 Background Checks

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

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

III-21 Vehicles in the Secured Area

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

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

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

III-22 Violations

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

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

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

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

III-23 Diversity and Inclusivity in City Solicitations

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

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

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

For DEN to consider a proposal, Proposers must complete the electronic version of the Diversity and Inclusiveness in City Solicitations Form – then **print the completed form and include the hard copy as part of its proposal. A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive.** The form is found at: <https://fs7.formsite.com/CCDenver/form161/index.html>

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

III-24 Wage Ordinances

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

contract. Additionally, Proposer agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

END OF INSTRUCTIONS TO PROPOSERS

IV. PREPARATION OF PROPOSAL

IV-1 Preparation of Proposal - Proposal Forms

The proposal shall be submitted in accordance with and meet all requirements set forth in the Proposal Forms, which are attached hereto. The Proposer shall fill in all blank spaces in the applicable Proposal Forms and initial all interlineations, alterations or erasures in its proposal. The Proposer shall not delete, modify or supplement the printed matter on the forms which are included in "Attachment 2, Proposal Forms" or make substitutions thereon. The Proposer's completed Proposal Forms and Proposal Narrative shall constitute its proposal. It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions and other information items relevant to the RFP that appeared on the DEN Website.

An authorized representative of the Proposer shall execute Attachment 2, Part 1 of its Proposal Forms – the "Proposal Acknowledgment Letter."

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

IV-2 Preparation of Proposal - Proposal Narrative

A. GENERAL

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

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

B. FORMAT

Proposals shall meet the following formatting requirements:

- Proposals shall be printable on 8 ½" x 11" paper
- Proposals shall use the font type and size of Times New Roman 12 point.
- **Proposals shall be in a format and sequencing commensurate with the RFP (in the order the Narrative Content is listed).**
- Proposals shall include a table of contents.
- Proposals shall include tabbed or bookmarked sections as appropriate.
- The proposal narrative shall not exceed 25 pages.

- Resumes should be limited to one (1) page per individual. Please attach resumes to the end of your proposal after additional information.
- The page limit does not include resumes, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs and DEN-required forms.
- Proposals which contain unnecessarily elaborate art work are discouraged.
- Proposal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.
- Submittal 2 and Exhibit E shall be submitted in an un-secured/un-password protected Excel format electronically via BidNet.
- Page limit does not include the MWBE Utilization Plan

IV-3 **Proposal Narrative Contents**

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

| Narrative Contents | Maximum # of pages |
|-------------------------------------------------------------------------------|---------------------------|
| 1. Cover Letter* | 2 |
| 2. Company Experience & Qualifications | 10 |
| 3. Proposal narrative to meet the objectives and expectations of the RFP | 15 |
| 4. Minimum Qualifications / Special items / Additional requirements narrative | 5 |
| 5. Cost Effectiveness and Rate Schedule / Materials Markup | 6 |
| 6. Additional information | 8 |
| 7. MWBE Utilization/Compliance Plan* | |

*This item is not included in the 44-page count.

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

1. Cover Letter

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

If the Proposer believes any information, data, process or other material in its proposal should be considered by DEN to be confidential or proprietary, the Proposer shall identify that material with specificity as to the page and paragraph and on what basis it believes the material is proprietary or

confidential. Proposals with all materials marked “Confidential” will be treated as if none of the materials are confidential.

2. Company Experience & Qualifications

Each Proposer is required to be experienced in the Inside Outside Plant discipline. Each proposal should highlight their ability to support both small- and large-scale infrastructure efforts. Each firm is required to have a minimum of 10 years of experience in the telecommunications infrastructure field. Each firm is required to have experience in design and installation of standard telecommunications infrastructure. Each firm will be required to install conduit or approved cable pathway, such as cable tray, fixed duct bank, Duraline micro duct products or other approved fastening/pathway mechanisms, as pull cable and fiber with approved termination materials.

3. Proposal Plan to Meet the Objectives and Expectations of the RFP

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

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

4. RFP Requirements / Minimum Qualifications / Special items / Additional Requirements

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

5. Cost Effectiveness and Rate Schedule / Materials Markup

Cost-effectiveness is essential for a successful project delivery based on each task. Describe the Proposer team’s philosophy on cost-effectiveness and efficiency to help DEN meet the project budget without compromising quality. Explain the quality control philosophy of the consultant/subconsultant and strategy to minimize errors or re-work that may result in increased costs to the project. Describe the Proposer’s process on right-sizing the team for each task to help DEN achieve project objectives, optimizing team expertise and capabilities, while complying with the contract M/WBE goal. Describe methods used to manage subconsultants to maintain effectiveness and quality.

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

- Rate Schedule / Materials Markup: Please complete the attached Exhibit B – Rate Schedule. Please note any special terms or conditions.
- **Exhibit B – Rate Schedule:**

- Please provide your fully loaded hourly rate for each position. Items such as back office staffing / support and other benefits should be predetermined and include in your published rate schedule.
- Mark ups on staffing / labor categories **WILL NOT** be accepted. Published rates should also include a reasonable forecast/estimate of a cost of living increase were applicable.
- At DEN's direction, the vendor maybe asked to procure specific materials necessary to complete a Task Order. DEN acknowledges that there may be a reasonable fee/markup associated with procuring materials on DENs behalf, please define that rate.
- <http://business.flydenver.com/bizops/documents/exhibitE-CoreStaffLabor-ProfSvcs.xlsx>
- Submittal 2 and Exhibit E are to be a separate electronic file

6. Additional Information

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

Resumes: Please provide resumes for the Project Management staff expected to be assigned to DEN.

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

7. MWBE Utilization/Compliance Plan

The MMWBE Utilization Plan is the Submitter/Proposer's written approach and strategy to the overall administration of their MWBE Program (including the expectations of the lower tier MWBE consultants). The MWBE Utilization Plan should be innovative and comprehensive, describe an open, transparent, responsive approach, and address the MWBE requirements described in [Section VI]. In addition to all applicable provisions of the MWBE Ordinance, Submitter/Proposers shall comply with the requirements of the Approved Utilization Plan. An Approved Utilization Plan will be negotiated prior to contract execution.

V. EVALUATION OF PROPOSALS

V-1 Evaluation of Proposals

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

V-2 Proposal Rejection and/or Disqualification

Proposals are non-responsive and will be excluded, rejected or disqualified if the Proposer fails to comply with the requirements of this RFP, or with any applicable City ordinances, rules, or policies, including but not limited to for the following reasons:

1. Proposer's failure to meet the Minimum Qualifications;
2. Proposer's failure to provide complete documentation and Required Forms;
3. Improper communications and/or collusion among proposers or between the Proposer and any DEN contractor, including any project managers or others providing supplemental staff to DEN, with oversight of the project of which the RFP is a part;
4. Default or termination for cause of other contracts with any public or private entity within the past five (5) years;
5. Improper contact as described in Section IV-3, above;
6. Lack of ability to operate the proposed brand(s) and/or concept(s);
7. Omissions and/or fraudulent statements of any fact that is significant or essential to the subject matter of this RFP;
8. Proposer's delinquent arrearages or debts presently owed under any agreement with DEN, or any other creditor; or
9. Proposer's failure to disclose all trademark, copyright, licensing, franchise, and other contractual or property rights proposer has with third parties, proposer intends to use at DEN, which may restrict current business operators in any way, or may have an unfavorable impact on future proposers for opportunities at DEN.

In addition, the CEO reserves the right to reject any and all proposals, to waive irregularities and technicalities, to re-advertise, to provide the services, or to otherwise proceed in the best interest of DEN.

V-3 Past Performance

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

V-4 Clarification of Proposals

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

V-5 Shortlisting and Interviews (If Necessary)

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

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

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

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

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

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

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

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

V-6 Best and Final Offers

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

V-7 Evaluation Criteria

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

| Evaluation Criteria | |
|----------------------------|----------------------------------------------------------------------------|
| 1. | Company Experience & Qualifications |
| 2. | Proposal narrative to meet the objectives and expectations of the RFP |
| 3. | Minimum Qualifications / Special items / Additional requirements narrative |
| 4. | Cost Effectiveness and Rate Schedule / Materials Markup |
| 5. | Additional information |
| 6. | MWBE Utilization/Compliance Plan |

V-8 Minimum Qualifications/Special Items/Additional Requirements

Each Awardee / Sub-contractor:

IS REQUIRED to have a minimum of 10 years of experience in design and installation of inside and outside structure cabling systems.

- Minimum of 5 years of experience for Onsite Project Management staff
- Minimum of 1 year of experience for Onsite Technical staff

IS REQUIRED to be qualified, skilled in and able to support the industry standard telecommunications infrastructure leveraged at DEN.

IS REQUIRED to provide an overview of their Project Management and Organizational approach and methods for delivering on the requirements in this Scope of Work.

WILL BE REQUIRED to participate in and able to perform all work defined in this Scope of Work and associated Task/Work Orders.

DEN **WILL NOT** reimburse any firm for certifications and training costs related to a given technology leveraged at DEN.

- Non-proprietary technologies; Each firm is expected to be trained and or certified in the non-proprietary technologies leveraged at DEN at contract signature.
- Proprietary technologies; DEN will coordinate and facilitate training sessions with local SMEs; however, the staff time for these training sessions will not be reimbursed by DEN. Training for proprietary technologies to be coordinated post award and contract signature.

MUST PROVIDE all equipment necessary to perform the duties required in delivery of task / work functions, such as construction equipment and implements, staff vehicles – carts / trucks, testing equipment, and tools.

MUST BE certified in Confined Space Entry and Procedures in accordance with OSHA and local standards.

MUST BE skilled and experienced in the installation of and use of Dura-Line Micro Duct / Future Path technologies for fiber cabling and associated products.

MUST BE skilled and experienced in the installation of and use of “Blown” Fiber technologies and associated products.

MUST BE skilled and experienced in relevant Optical Fiber splicing techniques:

- Fusion Splicing
- Mechanical Splicing

MUST BE skilled and experienced in Cable and Duct Location Services

Each Awardee / Sub-contractor:

IS REQUIRED to have a minimum of 10 years of experience in design and installation of inside and outside structure cabling systems.

- Minimum of 5 years of experience for Onsite Project Management staff
- Minimum of 1 year of experience for Onsite Technical staff

IS REQUIRED to be qualified, skilled in and able to support the industry standard telecommunications infrastructure leveraged at DEN.

IS REQUIRED to provide an overview of their Project Management and Organizational approach and methods for delivering on the requirements in this Scope of Work.

WILL BE REQUIRED to participate in and able to perform all work defined in this Scope of Work and associated Task/Work Orders.

DEN **WILL NOT** reimburse any firm for certifications and training costs related to a given technology leveraged at DEN.

- Non-proprietary technologies; Each firm is expected to be trained and or certified in the non-proprietary technologies leveraged at DEN at contract signature.
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MUST PROVIDE all equipment necessary to perform the duties required in delivery of task / work functions, such as construction equipment and implements, staff vehicles – carts / trucks, testing equipment, and tools.

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MUST BE skilled and experienced in the installation of and use of Dura-Line Micro Duct / Future Path technologies for fiber cabling and associated products.

MUST BE skilled and experienced in the installation of and use of “Blown” Fiber technologies and associated products.

MUST BE skilled and experienced in relevant Optical Fiber splicing techniques:

- Fusion Splicing
- Mechanical Splicing

MUST BE skilled and experienced in Cable and Duct Location Services

- The utilities at DEN are covered under a blanket locate agreement for incidental jobs. The Contractor shall provide on-site cable locating support to augment the current DEN locate service provider in situations where cable depth must be determined or where direct buried facilities which fall outside of the provider service must be located. In addition, the Contractor's locate capability will be used to meet delivery schedules of move, add, change or repair service.

DEN reserves the right to request the Contractor staff up or staff down work orders and task orders in order to assure that enough resources are available to deliver services under this statement of work.

All work product performed under this statement of work by the Contractor becomes the property of DEN.

Inside/Outside plant contractors are not allowed to work directly for airlines, tenants, and concessions without DEN's knowledge. Any work performed outside this scope of work on behalf of airline, tenants and concessionaires is to be performed in accordance with published DEN Standards; including DEN Division One and Orange Book standards, Professional Industry Norms and Standards; ANSI, ASTM, BICSI, EIA, EMT, HVAC, NEC, NECA, NEMA, UL.

All work that modifies or touches the Premises Wire Communications System, including use of pathways and spaces outside of leasehold spaces, must be reviewed and approved prior to work start by DEN personnel. Inside/Outside plant Contractors who violate this term shall have access permissions revoked and be removed from the job site.

The Contractor will be required to report on progress of all work under this statement of work as requested. Report format will be communicated by City personnel to the Contractor as part of the task order issued scope of work.

Internal DEN processes and procedures shall apply and be complied with for those efforts governed by work orders issued under this statement of work. Task order work shall be governed by individual scopes issued by the City and existing standards governing the PWCS infrastructure.

The utilities at DEN are covered under a blanket locate agreement for incidental jobs. The Contractor shall provide on-site cable locating support to augment the current DEN locate service provider in situations where cable depth must be determined or where direct buried facilities which fall outside of the provider service must be located. In addition, the Contractor's locate capability will be used to meet delivery schedules of move, add, change or repair service.

DEN reserves the right to request the Contractor staff up or staff down work orders and task orders in order to assure that enough resources are available to deliver services under this statement of work.

All work product performed under this statement of work by the Contractor becomes the property of DEN.

Inside/Outside plant contractors are not allowed to work directly for airlines, tenants, and concessions without DEN's knowledge. Any work performed outside this scope of work on behalf of airline, tenants and concessionaires is to be performed in accordance with published DEN Standards; including DEN Division One and Orange Book standards, Professional Industry Norms and Standards; ANSI, ASTM, BICSI, EIA, EMT, HVAC, NEC, NECA, NEMA, UL.

All work that modifies or touches the Premises Wire Communications System, including use of pathways and spaces outside of leasehold spaces, must be reviewed and approved prior to work start by DEN personnel. Inside/Outside plant Contractors who violate this term shall have access permissions revoked and be removed from the job site.

The Contractor will be required to report on progress of all work under this statement of work as requested. Report format will be communicated by City personnel to the Contractor as part of the task order issued scope of work.

Internal DEN processes and procedures shall apply and be complied with for those efforts governed by work orders issued under this statement of work. Task order work shall be governed by individual scopes issued by the City and existing standards governing the PWCS infrastructure.

END OF EVALUATION OF PROPOSALS

VI. ATTACHMENT 2, PROPOSAL FORMS

Attachment 2, Part 1 Proposal Acknowledgement Letter

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

Proposer: _____ Date: _____

Kim Day – Chief Executive Officer
Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated September 2, 2020, for RFP NO. 202157615, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:

Addenda Numbers: _____

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

Signature: _____

Type or print name: _____

Proposer’s Business Address: _____

E-mail address: _____

Attachment 2, Part 2 Proposal Data Form

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

Proposer Name: _____

Proposer Address: _____

Phone: _____ Fax _____

Email: _____

Federal Identification Number: _____

Principal in Charge (Name & Title): _____

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

Equal Employment Opportunity Officer: _____

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

**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

If this is a corporation, then you are the (check one):

- Subsidiary
- Parent Company

State of Incorporation: _____

Is this a joint venture?

- YES
- NO

If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

CERTIFICATION

The undersigned certifies that to the best of his/her knowledge, the information presented in this Proposal Data Form is a statement of fact and that the Proposer has the financial capability to perform the work described in the Proposer's documents.

Signature _____ Title _____

Print Name _____

Date _____

Attachment 2, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

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

If no disclosure required in accordance with 1-13, please sign affirmation statement.

The undersign affirms that _____ (Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars (\$50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

Signature _____ Title _____

Print Name _____

Date _____

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

Attachment 2, Part 4 M/WBE Forms

DSBO FORMS

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

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



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

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

COMPLETE IF YOU ARE A NON MWBE PRIME:

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

COMPLETE IF YOU ARE A MWBE PRIME:

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

The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

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

Bidder/Proposer (Name of Firm):

Firm's Representative:

Title:

Signature (Firm's Representative):

Date:

Address:

City:

State:

Zip:

Phone:

Email:



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

City & County of Denver Contract No.: _____

The undersigned proposes to utilize all listed firms. **This form shall be utilized for RFQ/RFP/On-Call or any other procurements DSBO deems required with undetermined dollar amount associated with the proposed firms work.** If this form is submitted incorrectly you may be deemed nonresponsive. Any certified firm listed must be certified by the City and County of Denver. If additional pages are required, please copy and attach the second page. Form 1A must be updated and submitted to DSBO upon contract execution and when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

| Contractor/Consultant | | |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|------|
| Name of Firm: | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) | |
| Firm's Representative: | | |
| Signature: | Date: | |
| Address: | | |
| City: | State: | Zip: |
| Phone: | Email: | |
| Total Proposed Contract Value \$: | Self-Performing Contract Value \$: | |

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

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

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



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

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

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

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

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

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

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

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



VII. ATTACHMENT 3, FORM W-9

FORM W-9

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

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

VIII. ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

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

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

<https://fs7.formsite.com/CCDenver/form161/index.html>

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

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

IX. ATTACHMENT 6, SAMPLE CONTRACT**SAMPLE CONTRACT**

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

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

SAMPLE AGREEMENT***Notice to Proposers:******City Required Contract Provisions***

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

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

CONTRACT FOR ON-CALL CONSTRUCTION

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

WITNESSETH

WHEREAS, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required to provide On-Call Professional Inside/Outside Plant Telecommunications Infrastructure Engineering, Construction, Locating, Maintenance, and Restoration services at Denver International Airport; and such other work as described in task orders issued under Contract No. **xxxxxxxx-xx**, **Project Title** at Denver International Airport (“**DEN**”); and

WHEREAS, proposals in response to said advertisement have been received by the Chief Executive Officer of DEN (the “**CEO**”), who has recommended that a contract for the work be made and entered into with Contractor, which was the lowest, responsive, qualified proposer; and

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

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

ARTICLE I. CONTRACT DOCUMENTS

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

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

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

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

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

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

ARTICLE II. SCOPE OF WORK

A. Telecommunications Infrastructure Engineering, Construction, Locating, and Restoration / Communications Network Engineering, Configuration, Installation, Implementation, and Monitoring: The Contractor will, after it receives a written Task Order, furnish all of the technical, administrative, professional and other labor; all tools, supplies, equipment, superintendence, materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to perform the services, complete the work and produce all of the deliverables described and set forth in this Contract, all of the exhibits and attachments to this Contract, and in the attached **Exhibit A**, “Statement of Work”. As more fully set forth at **Exhibit A**, The Contractor will participate in

Aviation Premises Wiring Communication System ("PWCS") Installation, and Construction Services, specifically for (1) Inside and/or Outside Plant Construction, (2) Maintenance, (3) Move-Add-Change actions, (4) System Optimization Services throughout the DIA voice, data & video systems (airport-wide), (5) Professional Services and (6) Provide any equipment and parts necessary to perform required work functions, such as construction equipment and implements, vehicles, testing equipment, and tools. This Contract is not exclusive for all DIA PWCS services. The City may elect to competitively propose and contract major PWCS system additions and changes, including but not limited to, (1) outside plant extensions, (2) major changes in network architecture, (3) inside plant work associated with new facilities and (4) other large PWCS changes. If the City so elects, the City and the Contractor shall jointly coordinate system acceptance procedures.

B. Hardware and Software: After receiving a written Task Order, the Contractor will furnish, in accordance with a delivery schedule agreed to by the City and Contractor, all of the technical, administrative and consulting services and other labor; all office supplies and materials, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to install, test, and validate the correct and intended operation of all Hardware and Software described in any Task Order issued pursuant to **Exhibit A**. Contractor shall not be authorized to proceed with work described herein and the City shall not be obligated to fund any work performed by the Contractor, until the City has provided written notification to the Contractor that the work is to be performed.

C. Additional Services: The Contractor may also perform services, hereinafter referred to as "Additional Services," which relate to the subject matter of this Contract, but which DEN determines to be not described in the Statement of Work or in excess of the requirements of the Statement of Work. The Contractor shall be compensated for such Additional Services only if the services and the amount of fees and reimbursable expenses therefor have been authorized in writing in advance by DEN, in accordance with the billing rates set out in **Exhibit B**, "Hourly Billing Rates." The total amount of fees and reimbursable expense costs for Additional Services shall not cause this Contract to exceed the Maximum Contract Liability set forth in Section 5 of this Contract, and in no event shall the approval of Additional Services and the cost of performing them be deemed to constitute an agreement by the City to an increase in the Maximum Contract Liability set forth in Section 5 of this Contract.

D. Direct Tenant Services: The City reserves the right to coordinate Premises Wire Communication System ("PWCS") installation services on behalf of tenants and direct tenants to use authorized Inside/Outside plant contractors for those projects that modify the PWCS. Coordination activities may include design, scope of work formulation, written task order preparation, review of bid submittals, and inspection activities for a specific project effort to ensure that modifications to the PWCS infrastructure are acceptable to the City. For these instances, payment for services will come directly from the tenant to the awarded On-Call Professional Inside/Outside Plant Telecommunications contractor. The City shall not be liable for any payment of services, taxes, late charges or penalties of any nature related to these services. The City shall not engage in any dispute resolution between the awarded contractor and the tenant. All work by the contractor under this provision shall still comply with Tenant Design Guidelines, Airport Technical Specifications, Airport Rules and Regulations, and DEN Premises Wire Communications Standards. City reserves the right to participate in customer acceptance of work

product and direct contractor to bring installed items up to compliance with PWCS standards upon discovery of discrepancy. Awarded contractor for a specific project that is deemed “Direct Tenant Services” will need to define fees and terms of payment upfront with the requesting tenant. Notice to proceed with work will only come from requesting tenant after mutually accepted fee and payment terms are agreed to between the contractor and the tenant. Billing rates applied to “Direct Tenant Services” shall not exceed rates called out in this contract. All work product related to additions/changes/modifications to the PWCS infrastructure under this provision will still become property of the City upon completion. When performing Direct Tenant Services, the contractor will provide weekly updates to the PWCS Project Manager as to the progress, or discovered issues with regards to the specific job. When performing a Direct Tenant Service job on behalf of the PWCS Operations group, the contractor agrees to comply with all standards, requirements as defined in “Part 40 – Conduct of Tenants using the Airport” specifically 40.21 TELECOMMUNICATIONS.

ARTICLE III. TERM OF CONTRACT

A. The Term of this Agreement shall commence on the Effective Date and shall expire **Term Length** from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). 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 Aviation – Business Technologies (the “**SVP-BT**”) and agrees to fully complete the Work in its entirety within the time frame established for each Task Order. This period of performance for each Task Order is also referred to as (“**Contract Time**”). The Contractor is not authorized to commence work prior to its receipt of each Task Order.

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

ARTICLE IV. TERMS OF PAYMENT

A. The City agrees to pay Contractor for the performance and completion of all of the Work as required by the Scope of Work, each authorized Task Order and the Contract Documents, and Contractor agrees to accept as its full and only compensation therefor, a total amount of **Contract Amount Dollars and Amount Cents (\$Click here to enter text..00)** (the “**Maximum Contract Amount**”). The contractor acknowledges that this Contract is an On-Call Contract and there is no obligation for the City to issue any Task Orders under this Contract.

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

ARTICLE V. VERIFIED STATEMENT OF CLAIMS

Colorado Revised Statutes § 38-26-107 (“**C.R.S.**”) requires that, in the event any person

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

ARTICLE VI. DISPUTES

All disputes arising under or related to this Contract shall be resolved by administrative hearing under the procedures described in Denver Revised Municipal Code Section 5-17 (“**D.R.M.C.**”) and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to Contractor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

ARTICLE VII. DEFENSE AND INDEMNIFICATION

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

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

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

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

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

ARTICLE VIII. WAIVER OF C.R.S. § 13-20-801, et seq.

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

ARTICLE IX. LIQUIDATED DAMAGES

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

ARTICLE X. INSURANCE REQUIREMENTS

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

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

1. Include all subcontractors performing services hereunder as insureds under its required insurance and specifically list on all submitted certificates of insurance required under *Exhibit C*; or
2. Ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in this Contract.

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

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

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

ARTICLE XI. 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 XII. 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 XIII. ASSIGNMENT

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

ARTICLE XIV. APPROPRIATIONS

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

ARTICLE XV. APPROVALS

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

ARTICLE XVI. JOINT VENTURE

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

ARTICLE XVII. NO DISCRIMINATION IN EMPLOYMENT

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

ARTICLE XVIII. COORDINATION OF SERVICES

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

ARTICLE XIX. COMPLIANCE WITH ALL LAWS AND REGULATIONS

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

B. Compliance with Patent, Trademark and Copyright Laws:

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

2. The Contractor further agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Section VII, "Defense and Indemnification," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Contract which infringes upon any patent, trademark or copyright protected by law, except in cases where the Contractor's personnel are working under the direction of City personnel and do not have direct knowledge or control of information regarding patents, trademarks, and copyrights.

ARTICLE XX. PROMPT PAYMENT

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

B. Final Payment to the Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Contract is otherwise fully performed by the Contractor. The City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Contractor's compensation because of penalty, liquidated damages or other sums withheld from payments to contractor(s).

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

ARTICLE XXI. OWNERSHIP AND DELIVERABLES

A. Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Contract on or before the day of payment shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Contract. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Contract, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Contract. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Article within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

B. Ownership of hardware and software

1. **Hardware:** Upon the City's written concurrence that the hardware and software are satisfactorily installed and payment to the Contractor by City under the terms of this Contract, title to the hardware shall automatically pass to the City.

2. Software: The Contractor hereby grants to the City a perpetual, world-wide, non-exclusive license to use any Software described in any Task Order.

ARTICLE XXII. COLORADO OPEN RECORDS ACT

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

B. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor’s objection to disclosure, including prompt reimbursement to the City of all reasonable attorney’s fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

ARTICLE XXIII. EXAMINATION OF RECORDS AND AUDITS

A. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after final **closeout by FEMA** or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276. **[OR]** [Any authorized agent of the City, including the City Auditor

or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Contract, provision of any goods or services to the City, and any other transactions related to this Contract. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Contract or expiration of the applicable statute of limitations. When conducting an audit of this Contract, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. §20-276.]

B. Additionally, Contractor agrees until the expiration of three (3) years after the final payment under this Contract, any duly authorized representative of the City, including the CEO or his or her representative, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Contract, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

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

ARTICLE XXIV. PREVAILING WAGE REQUIREMENTS

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

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

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

B. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal

issuance date is applicable. Unless expressly provided for in this Contract, Contractor will receive no additional compensation for increases in prevailing wages or fringe rates.

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

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

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

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

ARTICLE XXV. MINIMUM WAGE REQUIREMENTS

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

ARTICLE XXVI. COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

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

B. Under § 28-68, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MWBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MWBEs performing on this Agreement through change order, contract amendment, force account, or as otherwise described in § 28-70, D.R.M.C. The Contractor acknowledges that:

1. If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with § 28-62, D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.
2. If change orders or any other contract modifications are issued under the Contract, the Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
3. If change orders or other amendments or modifications are issued under the contract that include an increase in the scope of work of this Contract, whether by amendment, change order, force account or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes.
4. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors are subject to the original contract goal. The Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-60 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Contractor shall supply to the DSBO Director all required documentation described in §§ 28-60, 28-70, and 28-73 D.R.M.C. with respect to the modified dollar value or work under the contract.
5. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-76 of the MWBE Ordinance.
6. Should any questions arise regarding specific circumstances, the Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

ARTICLE XXVII. SENSITIVE SECURITY INFORMATION

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

ARTICLE XXVIII. DEN SECURITY

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

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

ARTICLE XXIX. FEDERAL RIGHTS

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

1. General Civil Rights: Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal Assistance. This provision binds Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
2. Federal Fair Labor Standards Act: This Contract incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act (“**FLSA**”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. Contractor agrees to incorporate by reference the provisions of FLSA in all contracts and subcontracts resulting from this Contract. Contractor has full responsibility to monitor compliance to the referenced regulation. Contractor must address any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
3. Occupational Safety and Health Act: This Contract incorporates by reference the

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

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

ARTICLE XXX. CITY EXECUTION OF CONTRACT

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

ARTICLE XXXI. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

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

[END OF PAGE]

Choose an item.

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

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

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

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

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or

national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [*Contractor / Consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor / Consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of

the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT C

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

Issued for attachment to: 202157615_On-Call Inside/Outside Plant Telecom Infrastructure Services

1. General Information

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

1.1 On-Call Contractors

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

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

1.2 ROCIP Manuals

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

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

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

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

2.1 Certificate Holder

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

2.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

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

2.3 Coverage and Limits

2.3.1 Commercial General Liability

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

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

2.3.1.2 Coverage shall include Mobile Equipment Liability.

2.3.2 Business Automobile Liability

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

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

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

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

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

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

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

2.3.3 Workers' Compensation and Employer's Liability Insurance

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

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

2.3.4 Professional Liability (Errors and Omissions) Insurance

Contractor shall maintain a minimum limit of \$1,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in this Agreement. If there are no applicable professional services, this coverage will not be required. The Contractor shall be responsible for conferring with DEN Risk Management on any subcontractors providing work to the Project to obtain a formal determination if this coverage will be required.

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

2.3.5 Contractor's Pollution Legal Liability

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

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

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

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

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

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

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

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

2.3.7 Unmanned Aerial Vehicle (UAV) Liability

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

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

2.3.8 Excess/Umbrella Liability

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

2.4 Reference to Project and/or Contract

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

2.5 Additional Insured

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

2.6 Waiver of Subrogation

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

2.7 Notice of Material Change, Cancellation or Nonrenewal

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

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

2.8 Additional Provisions

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

insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.

- 2.8.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 2.8.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.
- 2.8.13 Contractor shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance within ten (10) days of each policy renewal.
- 2.8.14 Contractor's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors

3.1 Insurance Provided by the DEN ROCIP

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

3.2 Enrollment Required

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

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

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

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

3.4 Insurance Premiums

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

3.5 Off Site Operations Coverage Under ROCIP

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

3.6 DEN ROCIP Insurance Manual

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

3.7 Conflicts

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

3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

3.8.1 Insurance Provided by DEN

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

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

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

3.8.1.2 Commercial General Liability – On Site Only

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

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

3.8.1.3 Excess Liability Insurance

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

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

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

3.8.1.4 Contractor's Pollution Liability

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

3.8.1.5 Builder's Risk Insurance

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

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

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

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

3.8.2 Claim Chargeback

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

3.9 Other Insurance Provided By Enrolled Parties

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

3.9.1 Certificate Holder

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

and

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

3.9.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

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

3.9.3 Commercial General Liability – Off Site Only

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

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

3.9.4 Business Automobile Liability

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

- 3.9.4.1 If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- 3.9.4.2 If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.
- 3.9.4.3 The policy must not contain an exclusion related to operations on airport premises.
- 3.9.4.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on its policy.
- 3.9.4.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
- 3.9.4.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

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

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

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

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

3.9.6 Professional Liability (Errors and Omissions) Insurance

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

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

- 3.9.7 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber): Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing for applicable services outlined in this Agreement.

- 3.9.7.1 Coverage shall include professional misconduct or lack of ordinary skill.

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

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

3.9.8 Excess/Umbrella Liability:

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

3.9.9 Reference to Project and/or Contract

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

3.9.10 Additional Insured

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

3.9.11 Waiver of Subrogation

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

3.9.12 Notice of Material Change, Cancellation or Nonrenewal

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

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

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

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

3.9.13 Additional Provisions

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

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

4. Contractor Warranties and Agreements

4.1 Accuracy of Contractor-provided Information

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

4.2 Contractor Responsible to Review Coverage

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

4.3 Audit

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

4.4 Insurance Costs Removed

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

5. Contractor Obligations

5.1 ROCIP Documents Shall be Provided to Subcontractor

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

5.2 Timely Enrollment Required

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

5.3 Compliance with Conditions

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

5.4 Claims Cooperation

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

5.5 Monthly Payroll Submission

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

5.6 Response to Information Requests

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

5.7 Responsibility for Safety

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

5.8 Duty of Care

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

6. Notices and Costs

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

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

6.2 Contractors Responsible for Own Equipment

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

6.3 No Release; No Waiver of Immunity

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

6.4 DEN Right to Withhold Payments

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

6.5 DEN Remedies

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

6.6 Off Site Storage

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

6.7 Partial Occupancy

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

6.8 DEN Right to Exclude Parties from the DEN ROCIP

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

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

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

7. Definitions

| | |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Certificate of Insurance: | A document providing evidence of coverage for a particular insurance policy or policies. This will include certificates issued to Enrolled Parties evidencing the coverage afforded under the DEN ROCIP and certificates issued to DEN evidencing additional coverage "Provided by Enrolled Parties" |
| DEN: | City and County of Denver and Denver International Airport |
| Contract: | The written agreement between DEN and Contractor describing the Work, contract terms and conditions, or a portion thereof; also includes a written agreement between a Contractor and any subcontractor as well as between subcontractors and their subcontractors of any tier. |
| Contractor Insurance Cost: | The costs of ROCIP coverage are defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to participation in the DEN ROCIP. |
| Rolling Owner Controlled Insurance Program (ROCIP): | A coordinated insurance program providing certain coverage, as defined herein, for DEN, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site. |
| Eligible Employees: | Employees of the Contractor and Enrolled Subcontractors who are not excluded from the ROCIP under the "Excluded Parties" definition. |
| Enrolled Parties: | The Contractor and those subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance. |

Excluded Parties: Parties not covered by the ROCIP because of ineligibility or DEN explicit exclusion. No insurance coverage provided by DEN under the ROCIP shall extend to the activities or products of the following:

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

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

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

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

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

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

| | |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Net Bid: | Contractor bids with insurance costs removed because of the obligation of any Enrolled Party to delete insurance costs for coverage provided by the ROCIP from its bid and all change orders. Net bids are subject to verification by the Administrator through the providing of contractors' rate and declaration pages from their Insurance policies. |
| ROCIP Administrator: | The DEN ROCIP Administrator will be identified in the DEN ROCIP Insurance Manual. |
| ROCIP Insurance Manual: | A reference document provided to Contractor and subcontractors of all tiers, which summarizes the terms and provisions of the DEN ROCIP and provides information about requirements and compliance. |
| ROCIP Safety Manual: | A reference document provided to Contractor and subcontractors of all tiers which contains workplace safety requirements of all Enrolled Parties. |
| Off Site Work: | Work performed away from the Project Site. |
| Payroll: | For purposes of the ROCIP only, refers to Unburdened Straight Time Payroll per Workers Compensation Class Code. |
| Policy Owner: | City and County of Denver and Denver International Airport |
| Project: | The Project as defined in the contract documents and as described in the Declarations of the DEN ROCIP insurance policies. |
| Project Site: | <p>Means those areas designated in writing by DEN in a Contract document for performance of the Work and such additional areas as may be designated in writing by DEN for Contractors' use in performance of the Work. Subject to the ROCIP Insurer(s) written approval, the term "Project Site" shall also include: (1) field office sites, (2) property used for bonded storage of material for the Project approved by DEN, staging areas dedicated to the Project, and (4) areas where activities incidental to the Project are being performed by Contractor or subcontractors covered by the DEN ROCIP Worker's Compensation policy (if included), but excluding any permanent locations of any Enrolled Party.</p> <p><i>Items 1 through 4 above must be approved by the ROCIP Insurer and listed on the DEN ROCIP insurance policies.</i></p> |
| Subcontract: | The written agreement between Contractor and subcontractor, or between subcontractor and a lower tier subcontractor, describing the Work, subcontract terms and conditions, or a portion thereof. |
| Subcontractor: | Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor to perform Work at the Project Site and any of these subcontractor's lower-tier subcontractors. |
| Work: | Operations, as fully described in the Contract and Subcontract, performed at the Project Site. |



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Technician II
DATE: January 27, 2020
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 24, 2020** 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. CO20200020
Superseded General Decision No. CO20190020
Modification No. 2
Publication Date: 01/24/2020
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 6 for reference.**

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

"General Decision Number: CO20200020 01/24/2020

Superseded General Decision Number: CO20190020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/03/2020 |
| 1 | 01/10/2020 |
| 2 | 01/24/2020 |

ASBE0028-002 07/01/2019

| | Rates | Fringes |
|---------------------------------------------------------------------------------------------------------------|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)..... | \$ 32.98 | 14.73 |

CARP0055-002 11/01/2019

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

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

CARP1607-001 06/01/2019

Rates Fringes

MILLWRIGHT.....\$ 32.00 16.43

ELEC0068-012 06/01/2019

Rates Fringes

ELECTRICIAN (Includes Low
Voltage Wiring).....\$ 36.50 16.18

* ELEV0025-001 01/01/2020

Rates Fringes

ELEVATOR MECHANIC.....\$ 46.53 35.245

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0009-017 05/01/2018

Rates Fringes

POWER EQUIPMENT OPERATOR
(Crane)

141 tons and over.....\$ 31.07 10.70
50 tons and under.....\$ 28.40 10.70
51 to 90 tons.....\$ 28.57 10.70
91 to 140 tons.....\$ 29.55 10.70

* IRON0024-009 11/01/2019

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 30.85 11.92

* IRON0024-010 11/01/2019

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 30.85 11.92

PAIN0079-006 08/01/2017

Rates Fringes

| | | |
|--------------------------------------------------------------------------------------------------------------|----------|---------|
| PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping)..... | \$ 20.50 | 8.41 |
| ----- | | |
| PAIN0079-007 08/01/2017 | | |
| | Rates | Fringes |
| DRYWALL FINISHER/TAPER..... | \$ 21.20 | 8.41 |
| ----- | | |
| PAIN0419-001 07/01/2016 | | |
| | Rates | Fringes |
| SOFT FLOOR LAYER (Vinyl and Carpet)..... | \$ 20.00 | 10.83 |
| ----- | | |
| PAIN0930-002 07/01/2019 | | |
| | Rates | Fringes |
| GLAZIER..... | \$ 31.92 | 10.49 |
| ----- | | |
| PLUM0003-009 06/01/2018 | | |
| | Rates | Fringes |
| PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation)..... | \$ 35.48 | 15.94 |
| ----- | | |
| PLUM0208-008 06/01/2018 | | |
| | Rates | Fringes |
| PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation)..... | \$ 37.55 | 14.95 |
| ----- | | |
| SFCO0669-002 04/01/2017 | | |
| | Rates | Fringes |
| SPRINKLER FITTER (Fire Sprinklers)..... | \$ 36.73 | 20.47 |
| ----- | | |
| * SHEE0009-004 07/01/2019 | | |
| | Rates | Fringes |
| SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation)..... | \$ 34.62 | 17.95 |
| ----- | | |
| SUCO2013-006 07/31/2015 | | |

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

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

**Office of Human Resources
Supplemental Rates
(Specific to the Denver projects)
Revision Date: 08-21-2019**

| Classification | | Base | Fringe |
|--------------------------|---------------------------------|-------------|---------------|
| Boilermaker | | \$30.97 | \$21.45 |
| Iron Worker, Reinforcing | | \$18.49 | \$3.87 |
| Laborer: Concrete Saw | | \$13.89 | - |
| Paper Hanger | | \$20.15 | \$6.91 |
| Plasterer | | \$24.60 | \$12.11 |
| Plaster Tender | | \$13.00 | - |
| Power Equipment Operator | Concrete Mixer - Less than 1 yd | \$23.67 | \$10.67 |
| | Concrete Mixer - 1 yd and over | \$23.82 | \$10.68 |
| | Drillers | \$23.97 | \$10.70 |
| | Loader - up to and incl 6 cu yd | \$23.67 | \$10.67 |
| | Loaders - over 6 cu yd | \$23.82 | \$10.68 |
| | Mechanic | \$18.48 | - |
| | Motor Grader | \$23.97 | \$10.70 |
| | Oilers | \$22.97 | \$10.70 |
| | Roller | \$23.67 | \$10.67 |
| | Tile Finisher | | \$20.87 |
| Tile Setter | | \$26.83 | \$8.48 |
| Truck Driver | Flatbed | \$19.14 | \$10.07 |
| | Semi | \$19.48 | \$10.11 |
| Waterproofer | | \$13.00 | \$0.00 |

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



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification & Compensation Technician II
DATE: February 03, 2020
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, January 31, 2020** 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. CO20200002
Superseded General Decision No. CO20190002
Modification No. 1
Publication Date: 01/31/2020
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 7 for reference.**

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

"General Decision Number: CO20200002 01/31/2020

Superseded General Decision Number: CO20190002

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/03/2020 |
| 1 | 01/31/2020 |

ASBE0028-001 07/01/2019

Rates Fringes

Asbestos Workers/Insulator
(Includes application of
all insulating materials,

protective coverings,
 coatings and finishings to
 all types of mechanical
 systems).....\$ 32.98 14.73

BRCO0007-004 01/01/2019

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

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 29.52 | 10.48 |

BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

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

ELEC0012-004 06/01/2019

PUEBLO COUNTY

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

ELEC0068-001 06/01/2019

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

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 36.50 | 16.18 |

ELEC0111-001 03/01/2019

| | Rates | Fringes |
|------------------------------|----------|---------------|
| Line Construction: | | |
| Groundman..... | \$ 20.41 | 13.75%+\$6.20 |
| Line Equipment Operator..... | \$ 28.98 | 13.75%+\$6.20 |

Lineman and Welder.....\$ 44.92 25.25%+\$5.75

 ELEC0113-002 06/01/2019

EL PASO COUNTY

| | Rates | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 32.60 | 16.23 |

 ELEC0969-002 06/01/2019

MESA COUNTY

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

 ENGI0009-001 05/01/2018

| | Rates | Fringes |
|---------------------------------------------------------------------------------------------|----------|---------|
| Power equipment operators: | | |
| Blade: Finish..... | \$ 28.57 | 10.70 |
| Blade: Rough..... | \$ 28.25 | 10.70 |
| Bulldozer..... | \$ 28.25 | 10.70 |
| Cranes: 50 tons and under.. | \$ 28.40 | 10.70 |
| Cranes: 51 to 90 tons..... | \$ 28.57 | 10.70 |
| Cranes: 91 to 140 tons.... | \$ 29.55 | 10.70 |
| Cranes: 141 tons and over... | \$ 31.07 | 10.70 |
| Forklift..... | \$ 27.87 | 10.70 |
| Mechanic..... | \$ 28.73 | 10.70 |
| Oiler..... | \$ 27.49 | 10.70 |
| Scraper: Single bowl under 40 cubic yards..... | \$ 28.40 | 10.70 |
| Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls..... | \$ 28.57 | 10.70 |
| Trackhoe..... | \$ 28.40 | 10.70 |

 * IRON0024-003 11/01/2019

| | Rates | Fringes |
|-------------------|----------|---------|
| Ironworkers:..... | \$ 30.85 | 22.26 |
| Structural | | |

 LABO0086-001 05/01/2009

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Laborers:

Pipelayer.....\$ 18.68 6.78

PLUM0003-005 06/01/2017

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

Rates Fringes

PLUMBER.....\$ 39.08 16.44

PLUM0058-002 07/01/2018

EL PASO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

PLUM0058-008 07/01/2018

PUEBLO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

PLUM0145-002 07/01/2016

MESA COUNTY

Rates Fringes

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

PLUM0208-004 06/01/2016

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

Rates Fringes

PIPEFITTER.....\$ 37.10 16.62

* SHEE0009-002 07/01/2019

Rates Fringes

Sheet metal worker.....\$ 34.62 17.95

 * TEAM0455-002 07/01/2019

| | Rates | Fringes |
|----------------------------|----------|---------|
| Truck drivers: | | |
| Pickup..... | \$ 21.91 | 4.42 |
| Tandem/Semi and Water..... | \$ 22.54 | 4.42 |

 SUCO2001-006 12/20/2001

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

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

**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
(Supp #74, Revised: 08-21-2019)**

| Classification | | Base | Fringe |
|-------------------------------------------------------------------------------|----------------------------------|-------------|---------------|
| Ironworker | Ornamental | \$24.80 | \$10.03 |
| Laborer | Group 1 | \$18.18 | \$8.27 |
| | Group 2 | \$21.59 | \$8.61 |
| Laborer (Common) | | \$13.00 | \$2.92 |
| Laborer (Flagger) | | \$13.00 | \$3.80 |
| Laborer (Landscape) | | \$13.00 | \$3.21 |
| Laborer (Janitor) | Janitor/Yardmen | \$17.68 | \$8.22 |
| Laborer (Asbestos) | Removal of Asbestos | \$21.03 | \$8.55 |
| Laborer (Tunnel) | Group 1 | \$18.53 | \$8.30 |
| | Group 2 | \$18.63 | \$8.31 |
| | Group 3 | \$19.73 | \$8.42 |
| | Group 4 | \$21.59 | \$8.61 |
| | Group 5 | \$19.68 | \$8.42 |
| Line Construction | Lineman, Gas Fitter/Welder | \$36.88 | \$9.55 |
| | Line Eq Operator/Line Truck Crew | \$25.74 | \$8.09 |
| Millwright | | \$28.00 | \$10.00 |
| Power Equipment Operator | Group 1 | \$22.97 | \$10.60 |
| | Group 2 | \$23.32 | \$10.63 |
| | Group 3 | \$23.67 | \$10.67 |
| | Group 4 | \$23.82 | \$10.68 |
| | Group 5 | \$23.97 | \$10.70 |
| | Group 6 | \$24.12 | \$10.71 |
| | Group 7 | \$24.88 | \$10.79 |
| Power Equipment Operator (Tunnels above and below ground, shafts and raises): | Group 1 | \$25.12 | \$10.81 |
| | Group 2 | \$25.47 | \$10.85 |
| | Group 3 | \$25.57 | \$10.86 |
| | Group 4 | \$25.82 | \$10.88 |
| | Group 5 | \$25.97 | \$10.90 |
| | Group 6 | \$26.12 | \$10.91 |
| | Group 7 | \$26.37 | \$10.94 |
| Truck Driver | Group 1 | \$18.42 | \$10.00 |
| | Group 2 | \$19.14 | \$10.07 |
| | Group 3 | \$19.48 | \$10.11 |
| | Group 4 | \$20.01 | \$10.16 |
| | Group 5 | \$20.66 | \$10.23 |
| | Group 6 | \$21.46 | \$10.31 |

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

X. ATTACHMENT 8, CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING

Please submit a Certificate of Good Standing
from the Office of the Secretary of the State of Colorado
for the proposing entity.



14828 W 6TH AVE, UNIT 12-B GOLDEN, CO 80401

P 303.934.5631

www.leicompanies.com



DEN On-Call Inside / Outside
Plant Telecom
Infrastructure Services
No. 202157615

October 9, 2020



TABLE OF CONTENTS

| | |
|------------------------------------------------------------------------------|----|
| 1. Cover Letter | 3 |
| 2. Company Experience and Qualifications | 6 |
| 3. Proposal To Meet Objectives and Expectations | 10 |
| a. Working at DEN | 11 |
| b. Project Approach and DEN Team | 12 |
| 4. Minimum Qualifications / Special Items / Additional Requirements | 14 |
| 5. Cost Effectiveness and Rate Schedule / Materials Markup | 18 |
| a. Exhibit B | 21 |
| 6. Additional Information | 22 |
| a. References | 23 |
| b. Unique Qualifications | 24 |
| c. Resumes | 26 |
| 7. Attachments | 29 |
| a. Addendum 1 | 30 |
| b. Addendum 2 | 31 |
| c. Attachment 1 | |
| i. Attachment 1, Part 4 Proposal Declaration | 32 |
| ii. Attachment 1, Part 5 List of Proposed Non-MWBE | 33 |
| iii. Attachment 1, Part 6 Certification of Non-Segregated Facilities | 34 |
| iv. Attachment 1, Part 7 Equal Opportunity Report Statement | 35 |
| d. Attachment 2 - Proposal Forms | |
| i. Attachment 2, Part 1 Proposal Acknowledgment Letter | 36 |
| ii. Attachment 2, Part 2 Proposal Data Form | 37 |
| iii. Attachment 2, Part 3 Disclosure of Legal and Administrative Proceedings | 40 |
| iv. Attachment 2, Part 4 DSBO Forms | 41 |
| e. Attachment 3, Form W-9 | 43 |
| f. Attachment 5, Diversity and Inclusiveness Survey | 44 |
| g. Attachment 8, Certificate of Good Standing | 47 |
| 8. MWBE Utilization and Compliance Plan | 48 |
| a. MWBE Utilization and Compliance Plan Checklist | 50 |



1. COVER LETTER



1. COVER LETTER

October 9, 2020

Brandon J. Berumen
LEI Companies, Inc.
14828 W. 6th Ave., Unit 12-B
Golden, CO 80401

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

Dear Stacey Czachor,

LEI Companies, Inc. (LEI) is pleased to submit this response to the DEN On-Call Inside/Outside Plant Telecom Infrastructure Services RFP (#2020054834) dated September 2, 2020. Our proposal is centered around our knowledge of the DEN campus based on the team's experience at DEN.

LEI was founded in 2002 and is based in Golden, CO. We have been active at DEN since 2007 and have an extensive skill set to address the needs of the Business Technologies Division - PWCS organization. LEI's capabilities include:

- The capacity to design and install inside and outside structured cabling systems
- Providing innovative and high quality electrical contracting services
- Is certified with the City and County of Denver
- The resources to self-perform the majority of work covered by this RFP
- Established trade/partner relationships with DEN experience and certifications

Our team has direct experience with the DEN infrastructure having participated in several outside plant and internal infrastructure cabling projects including fiber optic, category and coax cabling, public service and wireless carrier distributed antenna systems (DAS), video surveillance, fire alarm, building automation systems (BAS) and network systems equipment (LAN) installations.

With over 45 employees badged to work at DEN, an office on Concourse B and on campus storage and laydown areas, LEI has assembled a DEN project team with electrical and telecommunication industry knowledge and a background that can successfully navigate the demands of an on-call contractor. We are excited by the challenges and will commit to the availability of the key personnel identified in our proposal to be available to perform work for the duration of the contract term.

LEI's direct knowledge of the uniqueness of the DEN campus, the familiarity of the massive telecommunications infrastructure and the understanding of the 24/7 nature of a functioning international airport makes us the right selection to navigate these challenges and that experience gives us a solid basis to properly price and



successfully navigate DEN projects to an efficient solution for the Business Technologies Division - PWCS and its stakeholders. In other words:

- We have experience at DEN and are currently working at DEN.
- We understand the challenges of the DEN telecommunications infrastructure.
- We can solve the future networking needs for Business Technologies Division - PWCS.

We thank the DEN team for considering LEI Companies for this opportunity. The following proposal attempts to address all the requirements set forth in the RFP, however, should there be any questions or need for additional information please do not hesitate to reach out to:

| | | |
|----------------------------------------|--------------|----------------------------|
| Rick Prouty, DEN Project Manager | 303.913.5343 | rprouty@leicompanies.com |
| John Gallegos, Preconstruction Manager | 303.865.5231 | jgallegos@leicompanies.com |
| Brandon Berumen, President and CEO | 303.865.5210 | bberumen@leicompanies.com |

We look forward to extending our longstanding relationship with DEN.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brandon J. Berumen", is written over a light blue horizontal line.

Brandon J. Berumen



2. COMPANY EXPERIENCE AND QUALIFICATIONS



2. COMPANY EXPERIENCE AND QUALIFICATIONS

LEI Companies, Inc. (LEI), a MWBE certified company, has been working on-site at DEN consistently since 2007. The team has firsthand experience with small (single drop cable pathway, power and cabling) to large inside plant (Concourse B-West expansion) and outside plant infrastructure (MicroDuct and fiber optic cabling from Jackson Gap to Tower 1). We have designed and installed telecommunications infrastructure projects and the LEI team has licensed electricians with the City of Denver and State of Colorado able to pull permits, as required.

Company Qualifications

LEI Companies has a team that matches up with the needs of this RFP. That includes:

- 45 plus DEN badged employees
- On-site offices on Concourse B and laydown/storage locations on site
- Company vehicles including DEN RFID tagged vehicles, on-site carts, lifts, trailers, etc.
- Knowledge of DEN approved telecommunications design and installation standards
- Experience with DEN specified infrastructure technology (MicroDuct, Air Blown Fiber)
- Access to required tools, unique specialized infrastructure technology equipment, industry standard testing and splicing equipment
- Licensed electricians to address permitting requirements required for the City of Denver and the State of Colorado
- Familiarity with DEN specific requirements (SDR, airfield driver training, etc.)
- Staff safety coordinator familiar with DEN safety requirements supplemented by a third-party organization providing safety training and site audits
- Certified team members: OSHA 30, OSHA 10, Confined Space, CPR, Fall Protection, lift operation, etc.

Our experienced project team brings a wide range of talents related to electrical contracting, structured cabling, video surveillance, public WiFi and public safety/cellular distributed antenna systems (DAS), building automation systems (BAS), fire alarm and emergency communications (ECS) to name a few.

DEN Project Experience Highlights

Several of the team's projects over the years are listed below. These include both past and current projects. This is a sample list highlighting the variety of the team's project scopes and diverse client base. The projects include:

1. Main Terminal WiFi upgrade including power and pathway
2. Main Terminal FIDS upgrade including power and pathway
3. Outside Plant infrastructure projects including Dura-Line MicroDuct and Air blown fiber that includes routes as far west as Tower 1 and as far south as the South Campus Data Center
4. Inside plant cabling projects including Air Blown fiber, Category cabling, Coax cabling, Fire Alarm and PLC systems cabling
5. Video surveillance projects at Main Terminal, Concourse C, Concourse B and South Campus Data Center
6. Airport Operations Radio system – Zinwave upgrade on Concourse A and Concourse C



Concourse Expansion Projects

1. Concourse B West structured cabling, fiber optic backbone, ECS fiber backbone, DAS fiber backbone, deicing specific infrastructure and cabling, video surveillance, MATV, fire alarm and network equipment installation
2. Concourse C East – Building Automation Systems
3. Concourse B East - Building Automation Systems

DEN Tenants/Concessionaires/Airlines

1. Tenant finish for Toms Urban, New Belgium Brewery, AMEX Centurion Lounge, Plaza Premium Lounge
2. United Airlines Concourse A expansion - cabling and IDF buildout
3. British Airways video displays and network cabling changes
4. FedEx Cargo network cabling upgrade
5. Verizon Cellular DAS upgrade across the DEN campus

Additional Relevant DEN Low Voltage Experience

| Project | Contractor | Owner | Contract Price | Percent Complete |
|----------------------------------|-------------------------------------|--------------------|----------------|------------------|
| DEN Great Hall CMF BAS | US Engineering/Johnson Controls Inc | City of Denver | \$9,000 | 20.0% |
| DEN GARDI BAS | Johnson Controls Inc | City of Denver | \$31,000 | 100.0% |
| DIA TSA Baggage BAS | Johnson Controls Inc | City of Denver | \$55,803 | 100.0% |
| DEN CUP R-22 Replacement | Johnson Controls Inc | City of Denver | \$234,750 | 98.0% |
| DEN New Belgium Brewing | White Construction Group | City of Denver | \$319,530 | 100.0% |
| DEN Great Hall BAS | US Engineering/Johnson Controls Inc | City of Denver | \$350,000 | 20.0% |
| DIA Concourse B Controls Upgrade | Johnson Controls Inc | City of Denver | \$4,483,242 | 100.0% |
| DEN CCB West Gate Expansion BAS | Johnson Controls Inc | City of Denver | \$2,802,240 | 80.0% |
| DEN CCB Hydronic Pump Controls | Johnson Controls Inc | City of Denver | \$101,870 | 50.0% |
| DEN CCB East Expansion BAS | Johnson Controls Inc | City of Denver | \$641,640 | 5.0% |
| DEN CCC East Expansion BAS | Honeywell Corporation | City of Denver | \$2,118,450 | 5.0% |
| DEN FAA Tower BAS | Johnson Controls Inc | FAA/City of Denver | \$201,000 | On Hold |
| DEN The Mercantile | White Construction Group | QCE | \$516,300 | On Hold |



LEI Companies Partners

LEI recognizes that the telecommunications network at DEN is complex and it will require knowledge and a complementary team of subcontractors to provide PWCS with a robust and complete solution. LEI has assembled a team of partners capable of providing ancillary services that may be required over the course of the contract while also meeting the obligation specified. A sample of that list includes:

- Villalobos Concrete, *Concrete services*
- Diversified Underground, *Utility Locates, Boring, HydroVac/potholing services*

LEI Companies Manufacturer Relationships

To more efficiently meet the needs of PWCS, LEI has working knowledge and a professional relationship with several of the preferred telecommunications technology vendors in place at DEN. A sampling from that list includes:

- AFL: fiber optic cabling, fiber optic splicing & testing equipment
- Dura-Line: MicroDucts and FuturePath pathway
- Zinwave: Distributed Antenna Technology
- AXIS Communications: Network camera

LEI Companies Relationships – Current DEN approved contractors

LEI Companies has a working relationship with several of the DEN approved specialty systems contractors. That group includes:

- Johnson Controls
- Ford Audio
- Honeywell
- Murphy Mechanical

LEI has the team, knowledge, skills and partners to successfully address the Business Technologies Division – PWCS organizations need for the foreseeable future.



3. PROPOSAL TO MEET OBJECTIVES AND EXPECTATIONS



3. LEI PROPOSED PLAN TO MEET THE OBJECTIVES AND EXPECTATIONS OF THE RFP

LEI recognizes that this RFP encompasses a wide variety of project needs and complexities and LEI has amassed a team that has the skill set required to address these requirements. Additionally, where necessary LEI has access to resources and expertise that will handle any requirements that are currently not available in house.

Complexities and Challenges at DEN

LEI recognizes that the DEN telecommunications infrastructure has evolved over the past 25 years and was constructed plus maintained by any number of contractors who in turn had varying attention to details, industry standards or quality control. Those consequences are real and will impact telecom solutions going forward. LEI will strive to meet or exceed the industry standards and work closely with the DEN PWCS team to assure that all new projects are completed to an agreed upon standard.

In addition, LEI understands that DEN is an active and operational international airport requiring availability 24 hours a day, 7 days a week which will add to the challenges addressing network additions and changes. LEI also acknowledges that the DEN campus is massive and the telecom infrastructure, though based on industry standards, is often unique in design and implementation.

Planning and Performing Work at DEN

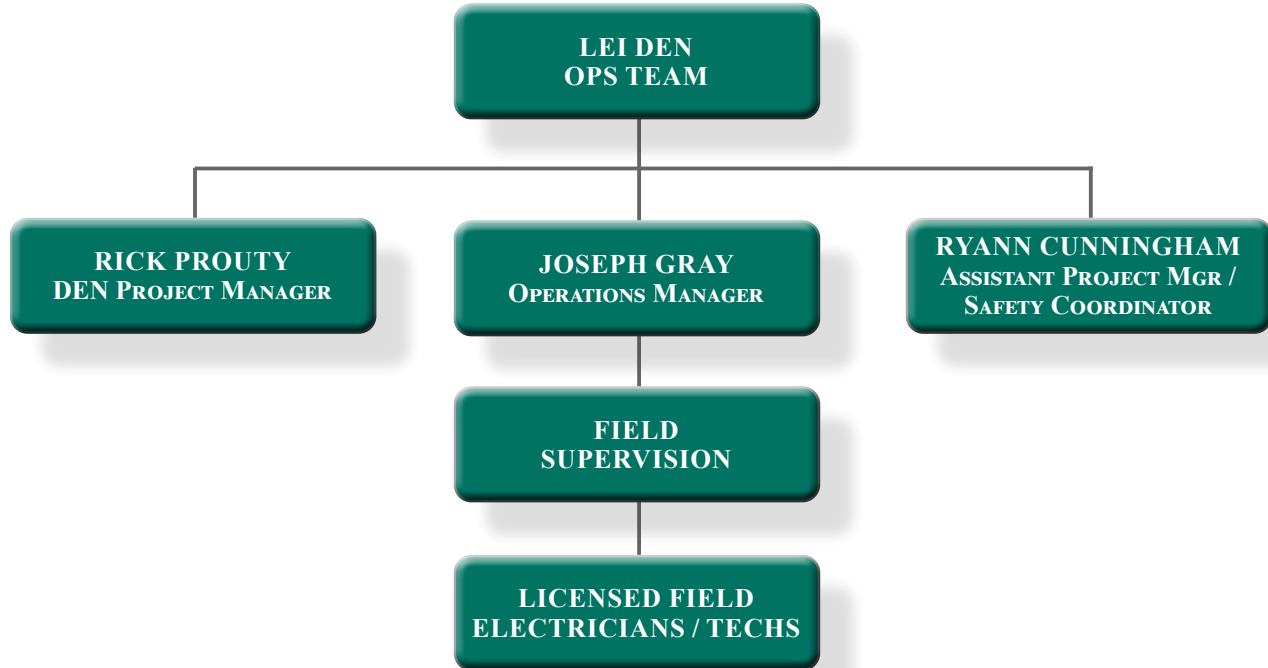
With these requirements and concerns LEI recognizes that each project at DEN is unique. Every effort will be made to understand the total scope of the project up front, we will ask the appropriate questions to attempt to uncover any unknowns and anticipate potential contingencies and constraints that may impact the results. LEI will discuss up front any alternative solutions that might provide cost savings to DEN and will remain adaptable to changes that may need to be made. We will communicate efficiently but often the status of the projects, concerns encountered and potential resolutions. LEI recognizes that DEN has a specific infrastructure labeling scheme and detailed circuit ID numbering plan that we are familiar with and prepared to support.

LEI acknowledges that PWCS provides services to its stakeholders and that as a contractor representing PWCS the timely delivery of services to those stakeholders is key. We recognize that there are always issues related specifically to the DEN campus (keys, restricted area access, Shut Down Request (SDR) forms, weather delays, and possibly even the next pandemic) that will require creative solutions and timely communications with PWCS personnel.



Project Management and Organizational Approach

LEI Companies DEN Operational Team for all DEN specific projects:



DEN Team Highlights

Rick Prouty, DEN Project Manager

- 40 years of telecommunications infrastructure installation, design and support.
- 5+ years onsite DEN project experience and Project Management
- Familiarity with PWCS processes and systems

RyAnn Cunningham, DEN Assistant Project Manager/Safety Coordinator

- 10 years DEN project experience
- DEN Authorized Signatory
- LEI Companies Safety Coordinator

Joseph Gray, DEN Operations Manager

- 15 years of electrical industry experience
- 5+ years on-site DEN project experience
- Solutions-oriented project philosophy

LEI Companies team of Field Superintendents, Electricians and Technicians bring a wide variety of skills that can address all the telecommunications and electrical needs for the DEN Business Technologies – PWCS organization (see enclosed resumes).



Project Management

The LEI DEN project team mentioned above will be responsible to understand the scope of work of each project. The teams project manager will oversee the project including direct communications to the PWCS organization and any stakeholders, consultants or subcontractors authorized by PWCS that need to be included. The PM will analyze the scope, price the project and document the agreed scope to PWCS. The assistant PM will coordinate all materials, submittals, materials procurement and project documentation including project closeout documentation. The operations manager will assemble and manage the appropriate team (internal and authorized subcontractors) to physically complete the assigned tasks and monitor their progress. The team will meet regularly and as needed to resolve issues and concerns.

With this experienced team LEI believes it can and will meet the objectives and expectations of the Business Technologies Division – PWCS team.



4. MINIMUM QUALIFICATIONS / SPECIAL ITEMS / ADDITIONAL REQUIREMENTS



4. RFP REQUIREMENTS / MINIMUM QUALIFICATIONS / SPECIAL ITEMS / ADDITIONAL REQUIREMENTS

Based on LEI Companies (LEI) actual working knowledge of the DEN campus, and the on-site team's background and involvement in various projects over the past several years, LEI will successfully meet the objectives and requirements set forth in the RFP. LEI is qualified to manage, procure and oversee the implementation and support of new and existing structured cabling systems and telecommunications infrastructure. LEI will collaborate successfully with the DEN team on the various types of projects detailed in the RFP. Specifically:

Task Order / Work Order based model

LEI understands that certain work will be handled through the DEN Task Order / Work Order system (which we have familiarity with). It is our understanding that projects will be based on a written Scope of Work, provided drawings or potential site walk. Based on the available information LEI will prepare a formal bid sheet (formatted to meet PWCS requirements) that will detail; labor, materials, permitting, necessary subcontractors or other site-specific costs required to successfully complete the tasks.

Once formal Notice to Proceed (NTP) has been received the team will schedule and proceed with the agreed task taking responsibility to complete the project abiding by City and DEN regulations and coordinating with any approved subcontractors or DEN stakeholders. LEI will track and detail actual labor and materials used, status the work through the DEN project tracking system, formally document the results (drawings, test results, etc.) and closeout the work with a QC/QA audit by PWCS.

New Construction

LEI will collaborate with PWCS and serve as a consultant or construction manager where requested plus we are willing to engage with additional contractors or find the appropriate additional resources to complete the scope assigned in the area of new construction.

The company recognizes that with new construction LEI will need to be involved in the telecommunications infrastructure design assist, the build and provisioning of the network components and understanding DEN guidelines, government regulations and industry standards to complete assigned tasks. We understand that some of these tasks will include:

1. New infrastructure cabling including high capacity backbone and access layer horizontal runs of copper cable, fiber optic cable and transmission or terminating equipment
2. Installation and/or relocation of existing cable infrastructure
3. Installation and placement IT infrastructure equipment across the DEN campus

It is understood that the DEN team expects, and LEI will:

- Install DEN specified racks, cable trays, fiber optic and copper cabling and connectivity, electrical surge suppression, lightning protection, etc.
- Install DEN approved conduit, electrical power, and telecommunications outside plant pathway



Additionally, there will be times that LEI will need to participate in design-assist and sometimes take responsibility for additional project requirements that may include:

1. Infrastructure: including excavation and trenching, duct bank, direct-buried, directional boring, aerial and wireless coverage electronics where required
2. Electrical: including high voltage electric infrastructure connections, cables and equipment including conduit where required
3. Facility Construction: including communications buildings, manholes, vaults and distribution frame rooms including, foundations, other structural components, HVAC as required to support the telecommunications infrastructure

Our team understands that record-keeping is critical to maintaining the complex DEN network topology. LEI will:

- Capture and incorporate project specific changes into the DEN master cable management system
- Provide project management and staff augmentation as required
- Have the capability to supply to PWCS the As-Built documentation (drawings, specifications, compliance documents, test results, etc.)
- Have the ability to supported documentation using Bluebeam or AutoCad

The team will comply with DEN published standards, industry standards, any professional industry norms and federal, state and local regulations. We will be prepared to submit cost proposals where required.

Repair and Maintenance of Existing IT Infrastructure

LEI understands that there will be a need for repairs and maintenance to the existing IT infrastructure. We are prepared to complete a variety of tasks including but not limited to:

- Relocation, repair or installation of existing cabling IT infrastructure
- Move-Add-Change (MAC) work to existing IT infrastructure
- System optimization services
- Decommission and removal of legacy IT infrastructure

LEI will be prepared to present a formal bid sheet detailing labor and materials, status the work through the DEN project tracking system, formally document the results (drawings, test results, etc.) and closeout the work with a QC/QA audit by PWCS.

Professional Services / Supplemental Technical Staff

LEI recognizes that at times DEN Business Technologies may have need for us to supply DEN with technical support resources (technician(s)). LEI will support these requests as part of the proposed contractual relationship.

In summary, the LEI team is committed to professionally designing, installing, and maintaining the DEN telecommunications network. We will staff the projects with quality, knowledgeable and appropriately trained technical staff.

Where necessary LEI will consult with or partner with subcontractors that bring technical knowhow that can address any specific needs that fall outside the LEI area of expertise.



In all cases we will attempt to find MWBE certified players. A sample of that team includes:

- Villalobos Concrete, *Concrete services*
- Diversified Underground, *Utility Locates, Boring, HydroVac/potholing services*

Finally, the team will communicate with the PWCS team throughout the process, including updating the PWCS project tracking system, and providing appropriate closeout documentation as required and supporting turnover of the services to PWCS and their stakeholders.



5. COST EFFECTIVENESS AND RATE SCHEDULE / MATERIALS MARKUP



5. COST EFFECTIVENESS AND RATE SCHEDULE / MATERIALS MARKUP

LEI Companies (LEI) delivers cost effective tasks on time by employing the process of; understanding the project requirements upfront, identifying the critical path, recognizing the interdependencies, establishing the manpower needs and setting the proper project schedule. Throughout the project we monitor changes, identify any added scope and quickly address those details with the project stakeholders. We recognize the dynamic nature of all projects and that open communications and proper planning will be key to keeping the task on pace, minimize errors and omissions and lead to a successful cost-effective completion.

Quality Control Strategy

LEI has assembled a talented team to manage the tasks assigned. They understand the needs and expectations of the PWCS organization, they are well versed with the industry and DEN standards, they have extensive experience on the DEN campus and the challenges that brings to a project. This team understands the need to balance timely project completion while delivering a quality solution however quality will never be compromised. As an organization LEI emphasize quality. The field superintendents are held to a quality standard for their team and their projects. The LEI PM and Operations management has responsibility to monitor the projects for quality. In addition, LEI utilizes a third-party service to inspect and ensure that no safety element is missed.

LEI Team Approach

As previously mentioned, LEI has been working onsite at DEN for thirteen years. As a MWBE certified organization the LEI team consists of a mix of DEN based personnel plus a dedicated corporate based DEN support staff. This team of electricians, technicians, field superintendents, operations management and project managers have the knowledge and experience at DEN to accomplish the bulk of the tasks anticipated to be assigned. This DEN based team can respond quickly and efficiently to complete assigned projects. They also will respond timely to meetings, pre-task site walks, inspections, project closeouts, etc. It is anticipated that this team will self-perform the majority of tasks assigned by PWCS however as a prime contractor, the team has access to additional companies that are already badged, provide the necessary resources and are available to address specific task requirements. Most of these organizations are also MWBE certified and have an established presence on the DEN campus.

Competitive Edge

The LEI team understands that the layout of the DEN campus can be challenging and adds complexity to each task. It is understood that there will be unique procedures related to badging, keys, access, hours of operation to name a few. We realize the magnitude of the DEN organization and the requirements to incorporate input from all the appropriate DEN parties and how those groups can impact schedules and deliverables. Recognizing these inter-dependences as a reality and not as obstacles is beneficial to the LEI team and will be competitively advantageous in delivering cost effective and timely projects.

LEI has held previous on-call contracts at DEN and currently have several ongoing projects throughout the campus. The company has experience with the DEN specific project tracking systems, bid sheets, payroll reporting (ie: LCPTracker, Textura) that will minimize the startup time providing a competitive advantage for the LEI organization.



See enclosed Exhibit B - Rate Schedule and Material Markup. Be advised that all values listed are projected values for future years associated with the on-call contract period. These projected values are based on previous wage determination increases over the past three years. LEI Companies would ask that at the time of any formally issued wage determination increases or changes in pricing structure that the group would be amenable to realign-ment of these values (up or down) to meet the current pay scale.



Cost Effectiveness and Rate Schedule / Materials Markup
5.a Exhibit B Rate Schedule



Exhibit B – Rate Schedule
 Inside / Outside Plant
 Telecommunications Infrastructure
 On call Professional Services

| Job Category | Year 1 | Year 2 | Year 3 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|----------|
| ELECTRICIAN - Structured Cable Technician. (Includes low voltage wiring and installation of fire alarms, security systems, telephones, network devices, computers and temperature controls. | \$76.00 | \$76.84 | \$77.72 |
| ELECTRICIAN - High Voltage Power (Includes contract work - 120 /220 volts) | \$76.00 | \$76.84 | \$77.72 |
| Project Manager | \$85.00 | \$87.55 | \$90.18 |
| Program Manager | \$95.00 | \$97.85 | \$100.78 |
| Overtime rate | \$96.88 | \$97.97 | \$99.10 |
| Emergency rate | \$119.83 | \$121.18 | \$122.57 |
| Markup of Materials (Depending on order / job size) | 12% | 12% | 12% |

NOTE:

Please provide your fully loaded hourly rate for each position. Items such as back office staffing / support and other benefits should be predetermined and include in your published rate schedule. Mark ups on staffing / labor categories will NOT be accepted.

Published rates should also include a reasonable / forecast cost of living increase were applicable.



6. ADDITIONAL INFORMATION



6. ADDITIONAL INFORMATION, EXPERIENCE AND APPROACH TO SERVICES

LEI Companies (LEI) knows that with the magnitude of the airport and the technical sophistication of the DEN telecommunications network there are significant challenges created and even greater opportunities for a contractor to excel. As a successful contractor at DEN, LEI recognizes that gaining as much detailed project knowledge up front, procuring the right materials, allowing flexibility in manpower scheduling and navigating the clear and hidden interdependencies throughout the project will be required to complete the assigned task successfully.

LEI Companies Professional References (DEN Experience)

LEI detailed in earlier sections our long-standing experience at DEN. The below table details the three (3) professional references requested. They are:

Project: DEN – Concourse B West, Fire Alarm /ECS build out
 Customer: Ludvik Electric/Turner Flatirons Joint Venter (TFJV)
 Contact: Robert Watkins, 303.781.9601
 Project Size: \$2,802,240
 Project Date: June 2019

Project Description: New Fire alarm and ECS system for Concourse Expansion to include system conduit, wiring, peripheral devices, fiber optic connectivity to existing system, and programming/tie-in

Project: DEN – Concourse B West, De-Icing Controls
 Customer: Murphy Mechanical
 Contact: Lee Gard, 303.704.8573
 Project Size: \$275, 850
 Project Date: November 2019

Project Description: New De-Icing Controls for Concourse Expansion to include conduit, control wiring, control cabinet placement, and fiber optic connectivity

Project: DEN – Plaza Premium Lounge
 Customer: White Construction Group
 Contact: Eric Oberlander, 303.551.5550
 Project Size: \$1,054, 000
 Project Date: January 2020

Project Description: Complete Electrical and Low Voltage Tenant Improvement build out in renovated space on the mezzanine level of Concourse A. Systems included full electrical, fire alarm, ECS, structure cabling, FIDS, CCTV, audio-visual, CATV and security

Methodology and Challenges

The methodology and challenges for work at DEN is an ever-evolving system of course corrections. Every project has unique conditions and distinctive challenges in every instance. LEI has found that to be successful with any endeavor at DEN steadiness is required in planning, staffing and execution.



At LEI we incorporate a structured approach in dealing with these projects. That includes:

1. Gather all available information up front regarding the specified task
2. Ask questions to secure the details and flush out the missing interdependences
3. Anticipate the challenges that DEN affords (massive campus, access constraints, permitting, etc.) and the related logistical concerns
4. Identify the subterranean set of DEN organizations that will impact the proposed task
5. Maintain consistent communications with the PWCS team and their stakeholders
6. Document the understandings of the task, pricing, assumptions and exclusions
7. Designate the proper team with expertise and talent to complete the task
8. Conduct a formal kickoff meeting and schedule progress status meetings at milestone intervals
9. QA/QC the project while in progress, not just at the end
10. Formally turn over the project to PWCS and their stakeholders addressing any concerns
11. Provide closeout documentation (drawings, test results, etc.)

Lessons Learned

At DEN lessons learned come in many forms. First and foremost, at DEN the contractor must be considerate of the following:

1. The active construction work is not the same as being on a standard jobsite anywhere else. It takes an extended length of time to mobilize/demobilize to and from work areas.
2. DEN is an active commerce hub and must be regarded as such. This means that the best time for the assigned work may need to be scheduled outside normal operating hours.
3. Maintain awareness of the environment around you. Travelers are constantly distracted while navigating the airport and often lost or confused. Be safe and have a weather eye open for them.

To actual DEN lessons painfully learned:

1. Access to critical locations may be limited. Badges must be preauthorized to access certain areas. Most keys required will have to be checked out on the 10th floor of the AOB. Certain organizations require additional security. Anticipate, plan, complete the right forms and communicate with all parties involved early and often.
2. Shutting down electrical service or telecommunications network services must be approved. Shutdown requests (SDR) have a five day lead time minimum. Nothing happens without an approved SDR. Plan ahead.
3. Tenants, Concessionaires and Airlines always ask that the contractor ignore certain DEN requirements because “they are the largest client at DEN” or that this task is really insignificant “no one will notice or care.” Know what you can and cannot do. Error on the side of caution. Engage the appropriate DEN contact. Keep PWCS advised.

LEI recognizes that DEN looks to us as a contractor to be knowledgeable and self-supporting however we also recognize that within the PWCS group and other related DEN organizations there is a wealth of knowledge and subject matter experts that, if asked, will provide guidance that will allow for a project to be completed right, the first time and on time.



Resumes - The LEI Project Management Staff assigned to DEN

- Rick Prouty, DEN Project Manager
- RyAnn Cunningham, DEN Assistant Project Manager/Safety Coordinator
- Joseph Gray, Operations Manager

Resumes for each of these team members are enclosed under Additional Information.

Expectations and Unique Qualification

Client Expectations - At LEI we always strive to meet customer expectations through:

1. Alignment in thought process, execution, and expectations.
2. Move and act with a sense of urgency and efficiency.
3. Drive cooperation and communication between all stakeholders involved
4. Support MWBE Utilization platform to the best possible extent

Our strengths and unique qualifications include

1. On-going contract work and experience at DEN since 2007
2. Successful project work in every Concourse, AOB, Terminal, landside & airside locations across the DEN campus.
3. Project diversity experience between low voltage structured cabling systems and electrical pathway installations.
4. Understanding of the DEN's PWCS team's needs, mission, and timeliness concerns.
5. Navigation of DEN site requirements, process approval, notifications, inspections and management systems.
6. Company-wide, fully badged workforce capable of physically navigating DEN.
7. Specific knowledge of communications and electrical rooms across the campus.
8. Relationships with DEN specific technology manufacturers.
9. Practical pathway planning based on historical knowledge of DEN.

LEI brings a full, turnkey, low voltage and electrical, MWBE certified, single source contractor to solve the needs of the Business Technologies Division - PWCS organization.



Joseph Gray
DEN Operations Manager

Additional Information 6.c. Resumes

PROJECT ROLE:

Joseph has over 15 years' experience in the electrical industry and is responsible for the overall success of the project including oversight of the entire construction phase, project controls, budget, field productivity, safety and customer satisfaction. He will also participate in the required development and management of the following items: project program, procurement strategy, cost estimates, trending, scheduling, value, constructability, building information modeling (BIM), computer aided design (CAD), submittals, daily reports, requests for information (RFI), change order requests (COR), change orders (CO), permitting, inspections, quality assurance/quality control (QAQC), startup, commissioning, project close-out and warranty.

FORMAL EDUCATION:

Colorado School of Mines – Golden, CO

- Bachelor of Science – Chemical Engineering
- Minor – Environmental Engineering

Independent Electrical Contractors

- Electrical Apprenticeship Program

PROFESSIONAL TRAININGS AND CERTIFICATIONS:

Accubid Systems
Primavera Suretrak
OSHA 30 Hour
Confined Space Entry Program

SPECIFIC SKILL AREAS:

Joseph has a proficient knowledge in commercial, industrial, and aviation construction projects. He has extensive expertise in budget/cost management, scheduling, and document control. He is able to manage multiple project coordination issues while supervising numerous electricians and coordinating with multiple contractors. He consistently exceeds the customers' expectations and builds strong relationships with the project team to achieve a successful project. Joseph has a broad technical knowledge and is a proven leader. Overall, he embraces a solution oriented philosophy, which ultimately elevates the level of performance, QA/QC, and constructability reviews for all project stakeholders.

RELEVANT PROJECT EXPERIENCE:

| Project Name | Specialized Work |
|---------------------------------------------|-----------------------------------------------------------------------|
| DEN Electrical On-Call | Building Lighting, Low-voltage Cabling, Fire Alarm, and Power Systems |
| DEN Task Order 013 – EV Charging Stations | Power Systems |
| DEN Task Order 014 – Parking Garage Signage | Site Utilities and Power Systems |
| DEN PCA Replacement | Mechanical Connections and Power Systems |
| DEN Concourse B BAS Upgrade | Low-voltage Installation for BAS Systems |
| DEN New Belgium Brewery | Building Lighting, Low-voltage Cabling, Fire Alarm, and Power Systems |
| DEN CUP Boiler Replacement BAS | Low-voltage Installation for BAS Systems |
| DEN Concourse B Fuel Pits | Grounding Systems |
| DEN CCB West Expansion BAS | Low-voltage Installation for BAS Systems |
| DEN CCB West Expansion FA/ECS | Low-voltage Installation for Fire Alarm and ECS Systems |
| DEN Plaza Premium | Building Lighting, Low-voltage Cabling, Fire Alarm, and Power Systems |
| DEN CCB De-icing and Controls | Low-voltage Installation for De-icing Control Systems |
| DEN Great Hall BAS | Low-voltage Installation for BAS Systems |
| DEN CCB East Expansion BAS | Low-voltage Installation for BAS Systems |
| DEN CCC East Expansion BAS | Low-voltage Installation for BAS Systems |
| JCP Fire and Security | Low-voltage Cabling and Fire Alarm |
| Kaiser Renovations and Fire Alarm Upgrade | Building Lighting, Low-voltage Cabling, Fire Alarm, and Power Systems |

PROFESSIONAL REFERENCES:

Eric Oberlander, White Construction Group, (303) 551-5550, eoberlander@whitecg.com
David La Roach, Whiting-Turner, (720) 529-5500, david.laroach@whiting-turner.com
Luke McMillan, Johnson Controls, (303) 229-8510, luke.mcmillan@jci.com



Additional Information
6.c. Resumes
Continued

Rick Prouty

DEN Project Manager

PROJECT ROLE: Rick is responsible for all IT related Preconstruction, Design, Budgeting and Project oversight at LEI. He develops the company's structured cabling and special systems sales plan and selects the targeted accounts. Rick efforts in building and design-assist includes negotiating with sub-contractors and vendors, assisting in specification reviews and final project selection, and in-depth communication with the project designers and the project team. He has the experience to manage the preconstruction planning, materials procurement and oversight of the field operations team maintaining a cohesive effort for the entirety of the project. Rick is also responsible for management of customer relationships as well as scope negotiations and the final sales effort to ensure the best opportunity for award of structured cabling projects.

FORMAL EDUCATION:

University of Colorado
 Bachelor of Science, Marketing & Finance

PROFESSIONAL EXPERIENCE:

**Telecommunications Networking
 Design & Installation**

SPECIFIC SKILL AREAS:

Rick has 40 years of telecommunications experience including inside and outside plant cabling infrastructure, fiber optic cabling, Category 3 / 6A cabling, coax cabling, IT equipment room buildout, video surveillance, paging systems and audio-visual installations. This industry knowledge and technical strengths enables LEI to successfully design and install inside and outside structure cabling projects. For the past 5 years Rick has been onsite at Denver International Airport focused on premise wiring solutions. In addition, his expertise in design-assist allows LEI to excel in performing preconstruction services for the various types of structured cabling projects we work on.

RELEVANT PROJECT EXPERIENCE:

| Project Name | Project Type |
|--------------------------------------------------------------------------------------|--------------|
| DEN – Fiber Optic Cabling Infrastructure – Rental Car Row | DEN |
| DEN – Fiber Optic Cabling Infrastructure – AOB – South Campus Data Center | DEN |
| DEN – Airport Operations Radio Upgrade – Concourse A and Concourse C | DEN |
| DEN – South Campus Data Center - CCTV replacement | DEN |
| DEN – Various Concessionaire/Tenant Network Connectivity – DIA Campus | DEN |
| CTS – Verizon Distributed Antenna upgrade – DIA campus | DEN |
| Ludvik Electric – Network Cabling, Fiber Optic Backbone, CCTV – DIA Concourse B West | DEN |
| United Airlines – Network Cable Upgrade – DIA Concourse A | DEN |
| FedEx – Network Cable Upgrade – DIA Cargo Hanger | DEN |

PROFESSIONAL REFERENCES:

Steve Joiner, United Airlines, steve.joiner@united.com, 720-347-8085
 Scott Mitchel, Graybar, scott.mitchell@graybar.com, 303-883-0952
 Chris McNamara, Holder-FCI, cmcnamara@holder-fci.com, 303-598-3450



Additional Information
6.c. Resumes
Continued

RyAnn Cunningham

DEN Assistant Project Manager /
 Safety Coordinator

PROJECT ROLE:

RyAnn is responsible for the overall success of the project including oversight of the entire construction phase, project controls, budget, field productivity, safety and customer satisfaction. She will also participate in the required development and management of the following items: project program, procurement strategy, cost estimates, trending, scheduling, value, constructability, building information modeling (BIM), computer aided design (CAD), submittals, daily reports, requests for information (RFI), change order requests (COR), change orders (CO), permitting, inspections, quality assurance/quality control (QAQC), startup, commissioning, project close-out and warranty.

PROFESSIONAL LICENSES/AFFILIATIONS:

IECRM Emerging Leader Committee

PROFESSIONAL TRAININGS AND COURSES:

OSHA 10-Hour Certification

RMC Project Management CAPM Exam Prep

IECRM Emerging Leader 2.0

FMI – Project Manager Academy

FORMAL EDUCATION:

Centaurus High School

SPECIFIC SKILL AREAS:

RyAnn has nineteen years in the construction industry. She has superior knowledge in document control including excellent skills in communication, organization, project set-up and close-out along with the creation and implementation of new procedures. RyAnn is able to manage challenging projects while supervising our Project Coordinating and Project Engineering teams. She embraces a team approach with co-workers as well as suppliers, vendors, owners and general contractors in order to elevate the project's success.

RELEVANT PROJECT EXPERIENCE:

| Project Name | Specialized Work |
|-------------------------------|-----------------------------------------------------------------------|
| DEN Electrical On-Call | Building Lighting, Low-voltage Cabling, Fire Alarm, and Power Systems |
| DEN PCA Replacement | Mechanical Connections and Power Systems |
| DEN Concourse B BAS Upgrade | Low-voltage Installation for BAS Systems |
| DEN New Belgium Brewery | Building Lighting, Low-voltage Cabling, Fire Alarm, and Power Systems |
| DEN CCB West Expansion BAS | Low-voltage Installation for BAS Systems |
| DEN CCB West Expansion FA/ECS | Low-voltage Installation for Fire Alarm and ECS Systems |

PROFESSIONAL REFERENCES:

Tami Holley, Owner, THL, PE, LLC, tami@holleyfpe.com, 303.517.1775
 Eric Oberlander, White Construction Group, eberlander@whitecg.com, 303.551.5550
 Nick Rhomberg, Account Manager, Crescent Electric, nick.rhomberg@cesco.com, 303.993.9490



7. ATTACHMENTS



7.a. Addendum 1



REQUEST FOR PROPOSALS (RFP) CONTRACT NO. 202157615

ADDENDUM NUMBER ONE

This Addendum Number One supersedes and/or supplements all portions of the RFP Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 2, Part 1.


Name **John Gallegos**
Title **Preconstruction Manager**
Division Name **Preconstruction**



7.b. Addendum 2



REQUEST FOR PROPOSALS (RFP) CONTRACT NO. 202157615

ADDENDUM NUMBER TWO

This Addendum Number TWO supersedes and/or supplements all portions of the RFP Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 2, Part 1.

A handwritten signature in blue ink that reads "John Gallegos".

Name **John Gallegos**
Title **Preconstruction Manager**
Division Name **Preconstruction**



7.c.i. Part 4 Proposal Declaration

Attachment 1, Part 4 Proposal Declaration

The Proposer is required to submit with its proposal this Proposal Declaration, affirming that neither, I (we), nor, to the best of my (our) knowledge, none of the members of Proposer's (our) company or companies have either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposing in connection with this proposal.

Dated this 9th day of October, 2020.

Proposer Company Name: LEI Companies, Inc.

Proposer Business Address: 14828 W. 6th Ave., Unit 12-B

City, State, Zip Code: Golden, CO 80401

Telephone Number: 303.934.5631

Fax Number: n/a

Social Security or Employer ID No.: 46-0498752

PROPOSER'S SIGNATURE:



Brandon J. Beruman
Printed Name

ATTEST:

{Corporate Seal Here}


Secretary's Signature

Jayne A. Arithson
Printed Name



7.c.ii. Part 5 List of Proposed Non-MWBE

Proposer Company Name: LEI Companies, Inc.

RFP Name: DEN On-Call Inside / Outside Plant Telecom Infrastructure Svcs.

RFP No.: 202157615

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

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

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

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



7.c.iii. Part 6 Certification of Non-Segregated Facilities

Attachment 1, Part 6 Certification of Non-Segregated Facilities

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

Dated: October 9, 2020

Proposer Company Name: LEI Companies, Inc.

By: John Gallegos

Title: Preconstruction Manager



7.c.iv. Part 7 Equal Opportunity Report Statement

Attachment 1, Part 7 Equal Opportunity Report Statement

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

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

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

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

1. The Proposer has has not developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.
2. The Proposer has has not participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.
3. The Proposer has has not filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does does not employ fifty (50) or more employees.

Dated: October 9, 2020

Proposer Company: LEI Companies, Inc.

By: John Gallegos

Title: Preconstruction Manager



7.d.i. Part 1 Proposal Acknowledgment Letter

VI. ATTACHMENT 2, PROPOSAL FORMS
Attachment 2, Part 1 Proposal Acknowledgement Letter

City and County of Denver
Denver International Airport

Proposer: LEI Companies, Inc. Date: 10-9-2020

Kim Day – Chief Executive Officer
Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated September 2, 2020, for RFP NO. 202054834, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

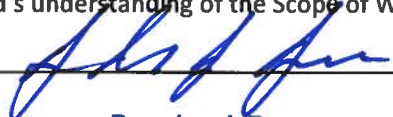
The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:

Addenda Numbers: 1, 2

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

Signature: 

Type or print name: Brandon J. Berumen

Proposer's Business Address: 14828 W. 6th Ave., Unit 12-B, Golden, CO 80401

E-mail address: bberumen@leicompanies.com



7.d.ii. Part 2 Proposal Data Form

Attachment 2, Part 2 Proposal Data Form

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

Proposer Name: LEI Companies, Inc.

Proposer Address: 14828 W. 6th Ave., Unit 12-B, Golden, CO 80401

Phone: 303.934.5631 Fax N/A

Email: lei@leicompanies.com

Federal Identification Number: 46-0498752

Principal in Charge (Name & Title): John Gallegos, Preconstruction Manager

Project Manager for this RFP (Name & Title): Rick Prouty, Project Manager

Equal Employment Opportunity Officer: Danette Garlock

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

Westfield Insurance Company

**Parent Company Information
(If Applicable)**

Name of Company: la

Address: _____

Phone: _____ Fax: _____

Contact Person: _____



7.d.ii. Part 2 Proposal Data Form
Continued

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

If this is a corporation, then you are the (check one):

- Subsidiary
- Parent Company

State of Incorporation: Colorado

Is this a joint venture?

- YES
- NO

If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

CO Dept of Regulatory Agencies Division of Professions and Occupations - EC.0006026 - Exp. 9/30/23

City and County of Denver Community Planning and Development - LIC234042 - Exp. 10/31/20

CERTIFICATION

The undersigned certifies that to the best of his/her knowledge, the information presented in this Proposal Data Form is a statement of fact and that the Proposer has the financial capability to perform the work described in the Proposer's documents.

Signature  Title Preconstruction Manager

Print Name John Gallegos

Date October 9, 2020



7.d.ii. Part 2 Proposal Data Form
Continued



Colorado Department of Regulatory Agencies
Division of Professions and Occupations

Electrical Board
Terrence S. Haley
Master Electrician

| | |
|--------------------------|--------------------|
| ME.0003027 | 10/01/2017 |
| Number | Issue Date |
| Active | 09/30/2020 |
| Credential Status | Expire Date |

Verify this credential at: www.colorado.gov/dora/dpo

Ronne Hines
Division Director: Ronne Hines Credential Holder Signature

City and County of Denver
Community Planning and Development
www.denvergov.org/contractor_licensing

License/Registration Number: LIC234042
Expiration Date: 10/31/2020
License Type: Electrical

City and County of Denver

IDENTIFICATION CARD

License/Registration No.: LIC234042

This is to certify that LEI COMPANIES INC has been issued a Electrical license in the City and County of Denver, beginning on 01 November 2017 and ending on 31 Oct 2020, unless license is revoked.

**By Authority of the Executive Director of
Community Planning and Development**



7.d.iii. Part 3 Disclosure of Legal and Administrative Proceedings

Attachment 2, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

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

If no disclosure required in accordance with 1-13, please sign affirmation statement.

The undersign affirms that LEI Companies, Inc. (Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars (\$50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

Signature [Handwritten Signature] Title Preconstruction Manager

Print Name John Gallegos

Date October 9, 2020

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

n/a



7.d.iv. Part 4 DSBO Commitment to Participation



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

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

COMPLETE IF YOU ARE A NON MWBE PRIME:

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

COMPLETE IF YOU ARE A MWBE PRIME:

The City and County of Denver has specified a 35 % MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting 35 % MWBE Participation on the contract.

The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

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

Bidder/Proposer (Name of Firm): **LEI Companies, Inc.**

Firm's Representative: **John Gallegos**

Title: **Preconstruction Manager**

Signature (Firm's Representative):

Date: **10/9/2020**

Address: **14828 W. 6th Ave., Unit 12-B**

City: **Golden**

State: **Colorado**

Zip: **80401**

Phone: **303.934.5631**

Email: **jgallegos@leicompanies.com**



7.d.iv. Part 4 DSBO 1B List of Proposed Subcontractors



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

City & County of Denver Contract No.: 202157615 _____

The undersigned proposes to utilize all listed firms. **This form shall be utilized for RFQ/RFP/On-Call or any other procurements DSBO deems required with undetermined dollar amount associated with the proposed firms work.** If this form is submitted incorrectly you may be deemed nonresponsive. Any certified firm listed must be certified by the City and County of Denver. If additional pages are required, please copy and attach the second page. Form 1A must be updated and submitted to DSBO upon contract execution and when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

| Contractor/Consultant | | |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| Name of Firm: LEI Companies, Inc. | <input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) | |
| Firm's Representative: John Gallegos | | |
| Signature: <i>John Gallegos</i> | Date: 10-9-2020 | |
| Address: 14828 W. 6th Ave., Unit 12-B | | |
| City: Golden | State: Colorado | Zip: 80401 |
| Phone: 303.865.5210 | Email: jgallegos@leicompanies.com | |
| Total Proposed Contract Value \$: | TBD | Self-Performing Contract Value \$: TBD |

| Subcontractors, Subconsultants, and/or Suppliers | |
|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of Firm: Villalobos Concrete | <input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: Sean Self | |
| Phone: (720) 496-2845 | Email: sean@villaloboscc.com |
| Type of Service: Concrete Services | |

| | |
|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of Firm: Diversified Underground | <input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: Helena Chuapoco | |
| Phone: (720) 490-0381 | Email: helena@duinc.com |
| Type of Service: Utility Locates, Boring, Hydro-Vac, and Potholing Services | |

| | |
|----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of Firm: Latcon Corp. | <input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: Reggie Garcia | |
| Phone: (719) 924-0307 | Email: rgarcia@latconcorp.com |
| Type of Service: Civil and General Contracting Services | |



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
LEI Companies, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
14828 W. 6th Ave, Unit 12-B

6 City, state, and ZIP code
Golden, CO 80401

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

| | | | | | | | |
|--|--|--|---|--|--|--|--|
| | | | - | | | | |
|--|--|--|---|--|--|--|--|

or

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 4 | 6 | - | 0 | 4 | 9 | 8 | 7 | 5 | 2 |
|---|---|---|---|---|---|---|---|---|---|

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► *B. Belcher* Date ► *1/8/2020*

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Attachment 5
7.e. Diversity and Inclusiveness Survey

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Reference # | 13314750 |
| Status | Complete |
| Business Email Address | lei@leicompanies.com |
| Enter Email Address of City and County of Denver contact person facilitating this solicitation. | contract.procurement@flydenver.com |
| Please provide the City Agency that is facilitating this solicitation: | Denver International Airport |
| Project Name | DEN On-Call Inside/Outside Plant Telecom Infrastructure Services |
| Solicitation No. (Check Below if Not Applicable) | NO. 202157615 |
| Name of Your Company | LEI Companies, Inc. |
| What Industry is Your Business? | Construction/Landscape/Maintenance Services |
| Address | 14828 W. 6th Ave., Unit 12-B |
| City | Golden |
| State | Colorado |
| Zip Code | 80401 |
| Business Phone Number | 303.934.5631 |
| 1. How many employees does your company employ? | 51-100 |
| Number of Full Time: | 58 |
| Number of Part Time: | 0 |
| 2. Do you have a Diversity and Inclusiveness Program? | Yes |
| 2.1. Employment and retention? | Yes |
| 2.2. Procurement and supply chain activities? | Yes |
| 2.3. Customer Service? | Yes |
| 3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and 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 | LEI Companies, Inc. has made a commitment to diversity and inclusiveness with respect to the following areas: vendor and supplier inclusion; employee recruitment, hiring, promotion and retention; industry relationships; customer service. Please see attached document for full narrative. |



Attachment 5
7.e. Diversity and Inclusiveness Survey
Continued

service. (If Not Applicable, please type N/A below)

4. Does your company regularly communicate its diversity and inclusiveness policies to employees? Yes

If you answered Yes to Question 4, how does your company regularly communicate its diversity and inclusiveness policies to employees? (Select all that apply)

- Employee Training
- Other (Company Meetings)

5. How often do you provide training and diversity and inclusiveness principles? Quarterly

5.1 What percentage of the total number of employees generally participate? 26-50%

6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)

Being a diverse firm ourselves, we always ensure compliance with EEOC when hiring and seek to award as many purchase orders and subcontracts to diverse firms as possible.

7. Do you have a diversity and inclusiveness committee? No

7.2. 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. (If Not Applicable, please type N/A below) n/a

8. Do you have a budget for diversity and inclusiveness efforts? No

9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans? No

I attest that the information represented herein is true, correct Check Here if the Above Statement is True.



Attachment 5
7.e. Diversity and Inclusiveness Survey
Continued

and complete, to the best of my knowledge.

| | |
|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Name of Person Completing Form | Danette Garlock |
| Today's Date | 10-01-2020 |
| NOTE: Attach additional sheets or documentation as necessary for a complete response. | LEI Companies Inc. Diversity and Inclusiveness Commitment.pdf (94k) |
| Last Update | 2020-10-01 16:57:17 |
| Start Time | 2020-10-01 16:41:07 |
| Finish Time | 2020-10-01 16:57:17 |
| IP | 75.166.68.243 |
| Browser | Chrome |
| OS | Windows |
| Referrer | https://fs7.formsite.com/CCDenver/form161/index.html |



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

LEI COMPANIES, INC.

is a

Corporation

formed or registered on 09/05/2002 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20021245318 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/29/2020 that have been posted, and by documents delivered to this office electronically through 09/30/2020 @ 17:05:09 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/30/2020 @ 17:05:09 in accordance with applicable law. This certificate is assigned Confirmation Number 12632490 .



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



8. MWBE Utilization and Compliance Plan

8. MWBE UTILIZATION AND COMPLIANCE PLAN

LEI Companies, Inc. (LEI) is committed to meeting minority participation goals as it relates to the DEN On-Call Inside/Outside Plant Telecom Infrastructure Services RFP #202157615.

LEI's Compliance and Execution Plan

1. Administration of Program and Expectations

LEI is currently a 100% participating contractor certified with the City of Denver. None the less, we understands that as a participant contractor in the program and with the application to this on-call, LEI will maintain good faith efforts in every way to utilize minority and women owned business throughout the on-call agreement term.

2. Transparency

As a contractor with thirteen (13) years of experience at DEN and understanding the dynamics of such work, LEI will be diligent in our efforts of outreach, levels of compliance, and written program submission to the City allowing the opportunity for regular analysis and comment.

3. Compliance

LEI recognizes that execution of such utilization must be in compliance with Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code, (D.R.M.C.). Our means and methods for such execution is listed in the MWBE Utilization Plan and as follows:

a. Identifying Commitment to the Program Goal

- i. LEI Companies commitment to the goal of the program is 100% on-board. As a small business ourselves it is incumbent upon us to provide mentorship and guidance to others who are starting out in the same fashion as we once did and share our experience.
- ii. Please see below listed DSBO Commitment to MWBE Participation Formwork

b. Leveling the Playing Field

- i. Through every advertisement and outreach, each request for proposal must be reviewed for content in "right sizing" and scope. This program only meets with a level of success in which we do not overload any subcontracting associate

c. Communications and Key Personnel

- i. Communication is key! In every solicitation event in which LEI Companies is involved we will create and utilize standard solicitation resources.
- ii. LEI Companies maintains active involvement in industry organizations such as the Hispanic Contractors of Colorado, Associated Builders and Contractors RM, Associated General Contractors and other local agencies to strengthen our offerings as an Electrical Contractor. Utilizing these established resources will provide for a great platform to execute solicitations. LEI also looks forward to guidance and input from DEN DSBO
- iii. LEI Companies Key Personnel will be a function of individuals as listed in the Utilization Measure Checklist. Each unique opportunity will have a specific Key person respondent
- iv. LEI's event champions
 1. Joseph Gray – Operations Manager
 2. Rick Prouty – DEN On-Call Project Manager
 3. RyAnn Cunningham - DEN On-Call Assistant Project Manager



8. MWBE Utilization and Compliance Plan *Continued*

d. Solicited Opportunities and Good Faith Effort

- i. Understanding that fair play and good faith are paramount in soliciting requests for MWBE participation we look forward discussing and deliberating on best practices with a delivery model as coached by DEN DSBO. In the interim, please see below LEI's MWBE Utilization Measure Checklist

e. Briefing, Debriefing, and Decision Equity

- i. Clarity of scope, successful execution, and jobsite postmortems will be a key part of the contracting process. This program will be successful if we follow all elements as listed herein applied with a level of fairness and equal opportunity to all participants

f. City Prompt Pay Compliance

- i. LEI Companies has been an advocate in the process and approval of CB 20-0286 and its Prompt Pay Compliance measure. LEI Companies has a full understanding of the program's bandwidth and regulatory requirement. This will be a part of LEI Companies executable plan under our listed MWBE Utilization Measure Checklist
- ii. Payment Training videos such as: Denver_Payment_Process_Training-V4.2K-CI as issued by the City of Denver are used to make sure that LEI Companies has a clear understanding of the program's operational measures

g. Adherence to DSBO Provisions and Monthly Reporting

- i. While LEI has begun with a version of utilization program, we also understand the need for specific guidance and direction in which we hope to ascertain in working with the DEN DSBO office. As LEI Companies understands DSBO's specific needs we can then better manage programming elements

h. Solicitation Strategies for new MWBE's, Existing MWBE's and Community Outreach

- i. As part of each outreach event, LEI Companies will utilize standard solicitation dialogue to include review of potential subcontractors through such resources as Colorado's Minority Business Directory, Industry Organizations e.g.: Hispanic Contractors of Colorado, Other means as directed or referenced from DEN BSBO

i. Project Examples

- i. As a contractor currently working at DEN we understand the need for the utilization plan and have managed procurement strategies under previous on-call opportunities. LEI Companies would be happy to share those experiences with DEN DSBO group at any time pre or post to the submission of the RFP



8.a. MWBE Utilization and Compliance Plan Checklist

PROJECT INFORMATION AND COMMUNICATION

Project Name _____
 Customer _____
 Location _____
 Required/Targeted Scope & Support _____
 Goal Attainment 35% _____

KEY PERSONNEL AND SCHEDULING

LEI HR _____ LEI COOR _____
 LEI ADMIN _____ LEI FOM _____
 LEI PM _____
 LEI APM _____
 Job Start _____ Delivery Type _____

MWBE UTILIZATION CHECKLIST

A. REQUIRED OUTREACH MEASURES FOR SOLICITATION

- 1. Solicited Opportunities _____
- 2. Briefing-Debriefing _____
- 3. Decision Equity _____
- 4. Good Faith Effort _____
- 5. City Prompt Pay _____
- 6. DSBO Provisions _____
- 7. Monthly Reporting _____
- 8. Solicitation Strategies _____
- 9. Small Business Initiative _____
- 10. Outreach Parameters _____

B. PLAN EXECUTION

- 1. Outreach Activities _____
- 2. New and Existing MWBE Firm Encouragement _____
- 3. Review Required Scope to Meet Program Goals _____
- 4. Right Sizing Scope of Work Requirements _____
- 5. Advertisement and Media Resources _____
- 6. Monitor Results and Respondents _____
- 7. Designate Next Steps in Staffing Response _____
- 8. Conclude with Contract Measures _____

C. PROGRAM OVERVIEW

- 1. Meet with DEN DSBO _____
- 2. Agreeable Measures for Program Foundation and Compliance _____
- 3. Review and Assess Individual Procurements _____
- 4. Review Past Initiatives for Effectiveness _____
- 5. DEN Orientation and On-Boarding _____
- 6. Award Postings _____
- 7. Follow Up Programming Compliance with DEN DSBO _____
- 8. Reporting Measures _____

D. MEETING NOTES

| Item No. | Description and Notes | BIC | Due |
|----------|-----------------------|-----|-----|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |