

**APPENDIX 5**  
**CITY AND COUNTY OF DENVER GENERAL CONDITIONS AND SPECIAL**  
**CONDITIONS (AS APPLIED TO THIS PROJECT)**

**GENERAL CONDITIONS  
AND  
SPECIAL CONDITIONS**

Public Private Partnership  
For  
Great Hall Redevelopment Program

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**July 14, 2017**  
**Revision Number 000**

**CONTRACT NUMBER:**

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

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## **TITLE 1 – DEFINITIONS**

All relevant definitions are found in Appendix A to the Development Agreement.

## **TITLE 2 - CITY ADMINISTRATIVE ORGANIZATIONS; LINE OF AUTHORITY**

### **201 DEPARTMENT OF AVIATION**

Vested exclusively in the Department of Aviation are the management and control of designing, planning, construction, reconstruction, and remodeling of all Denver Municipal Airport System facilities. The unit of the Department of Aviation that is responsible for this management and control is identified in the Construction Contract Special Conditions.

### **202 MANAGER OF AVIATION**

The officer in full charge and control of the Department of Aviation is the Chief Executive Officer of the Department of Aviation (the "CEO").

### **203 DEPARTMENT OF PUBLIC WORKS**

Vested exclusively in the Department of Public Works are the management and control of the design and construction of general and local public improvements undertaken by the City and County of Denver, except for: (i) work which is under the management and control of the Department of Aviation; (ii) that work performed by the Denver Board of Water Commissioners; (iii) any such work that the Mayor has specifically assigned to another department or agency; and (iv) work under the authority of the Department of Public Works that is performed with the permission of the Manager of Public Works by private entities at their own expense. The unit of the Department of Public Works that is responsible for the administration of this Contract is identified in the Construction Contract Special Conditions.

### **204 MANAGER OF PUBLIC WORKS**

The officer in full charge and control of the Department of Public Works is the Manager of Public Works.

### **205 BUILDING INSPECTION**

The Building Inspection Division is a unit of the City's Community Planning and Development Department. It reviews all drawings and specifications for buildings and structures for compliance with the City's currently adopted Building Code. The Building Inspection Division issues building permits and performs construction inspections for code conformance.

### **206 ZONING**

The Community Planning and Development Department's Zoning Administration unit ("Zoning") is the City agency that reviews site plans and parking arrangements that are not located within

the City's Municipal Airport System for compliance with ordinance requirements. Zoning's approval is required prior to release of most building permits. The Contractor must obtain a permit from Zoning to allow storage of equipment, trailers, or materials at a location at or near a construction site, if such location is not within the City's Municipal Airport System. Certificates of Occupancy must be signed by an authorized representative of Zoning prior to their release by the Building Inspection Division. Fee information is available from Zoning. Approvals hereunder are granted or denied in the sole discretion of Zoning.

### **207 DIVISION OF SMALL BUSINESS OPPORTUNITY**

The Director of the Division of Small Business Opportunity (“DSBO”) or persons under the Director's administrative control will review the employment practices of the Contractor and the utilization by the Contractor of Small Business Enterprises (SBE), Minority and Women Business Enterprises (M/WBE) or Disadvantaged Business Enterprises (DBE), as applicable, at all levels of Subcontractors and Suppliers in connection with work performed under the Contract. The reviews will be made to determine whether or not all applicable rules, regulations, ordinances, and laws governing equal employment opportunity, affirmative action programs and SBE, M/WBE, or DBE requirements are complied with. This Office is an independent City agency.

### **208 CITY AUDITOR**

The City Auditor, an independent elected official, reviews certified payrolls for compliance with prevailing wage requirements before payment is made to the Contractor.

### **209 MANAGER OF FINANCE**

The City’s Manager of Finance pays the Contractor for Work approved under the Contract. The Manager of Finance is also the City official responsible for collection of taxes and other monies due to the City.

### **210 CITY ATTORNEY**

The City Attorney represents the City in all legal matters. Before the City executes a construction contract, the City Attorney must have approved the contract for legality and must also have been satisfied that the insurance certificates or policies and the bonds offered by the Contractor satisfy the insurance and bonding requirements in the Contract.

### **211 OFFICE OF RISK MANAGEMENT**

The Office of Risk Management establishes and approves the kinds and amounts of insurance required under each construction contract. Upon submission by the Contractor of proof of such insurance, the Risk Management Administrator, in conjunction with the City Attorney, will review such submissions for acceptability.

## **212 CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY**

- .1 The CEO is the City official responsible for the administration of the Contract. He has delegated contract administration authority in the manner and to the person(s) occupying the position(s) identified in the Contract, such as the Owner's Authorized Representative.
- .2 The Owner's Authorized Representative reports to the CEO either directly or through another position. These General Conditions specify that certain actions or decisions are the responsibility of the Owner's Authorized Representative. The Owner's Authorized Representative may delegate all or part of his authority to specific intermediate positions. The specific line of authority for the Project shall be identified by the Contract Documents.

## **TITLE 3 - CONTRACTOR PERFORMANCE AND SERVICES**

### **308 COMMUNICATIONS**

An orderly system for communication between the City and the Contractor is essential to the satisfactory completion of the Work. Communications between the Contractor and the City shall be in accordance with the provisions of the Contract Documents.

### **312 CONDUCT OF CONTRACTOR'S PERSONNEL**

- .1 All Contractor Personnel must conduct themselves in an orderly and disciplined manner while engaged in the performance of the Project both on and off of the Work site. The City expects and will demand that the Contractor enforce acceptable and appropriate conduct by all Contractor Personnel to enhance job and public safety and to present to the public the best possible image of City construction activities.
- .2 Should any Contractor Personnel behave in a disorderly manner or be abusive to others by language or actions while engaged in the performance of the Project either on or off the Work site, and if the Contractor fails to properly discipline the offender and provide satisfactory assurance that such behavior will not recur, the City is authorized to demand that the Contractor no longer assign the offender to any City work. Upon such written demand, the Contractor shall promptly remove that individual from the Project.

### **313 SUGGESTIONS TO CONTRACTOR**

Any plan of action, method of work, or construction procedure suggested orally or in writing to the Contractor by any City employee, agent or representative or by the Designer, which is not set out in Change Orders or other written directives issued in accordance with the Contract Documents, if adopted or followed by the Contractor in whole or in part, shall be performed at the sole risk and responsibility of the Contractor.



### **319 PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS**

Throughout the City there exists an extensive system of benchmarks and monuments installed for the purpose of maintaining a land survey control grid. Prior to the commencement of work on the Project, each existing survey monument and benchmark shall be tied out so that it can be reestablished after completion of the Work should it be damaged. Ties shall be maintained during construction. Survey monuments and benchmarks that existed prior to construction, but that were damaged or destroyed during construction, shall be reset or rehabilitated in accordance with State requirements at no cost to the City.

## **TITLE 4 - CONTRACT DOCUMENTS (DRAWINGS AND SPECIFICATIONS)**

### **402 OWNERSHIP OF CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS**

All Contract Drawings and Technical Specifications are the property of the City and shall not be used by the Contractor for any purpose other than the Work to be performed under the Contract. Upon completion of the Work, all Shop Drawings and as-built drawings, including all material in electronic format shall become the property of the City. The Contractor will be permitted to maintain a copy of the Contract Drawings, Technical Specifications and Shop Drawings as necessary to maintain a Contract record file.

### **403 CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR**

- .1 The City will provide at no charge an electronic file containing the plans and specifications from which the Contractor can make additional copies at its own expense.
- .2 Contractor must maintain an electronic set of Contract Drawings and Technical Specifications in good condition at the Work site for the purpose of recording "as-built" conditions in order to develop a record of the construction of the Work. On this set, the Contractor shall daily record all changes and deviations in a neat and legible manner. Any deviation between Contract Drawings and Technical Specifications and the Work actually done, no matter how insignificant, must be recorded. Of special concern is that all underground utility structures encountered in performing the Work be correctly located on such Drawings by means of physical ties or dimensions to permanent monuments or structures. When the Work is completed, the Contractor shall deliver this single set of Contract Drawings and Technical Specifications to the Owner's Authorized Representative. These Drawings must be submitted to and approved by the Owner's Authorized Representative before Certificate of Project Final Acceptance will be issued.
- .3 The Contract Documents provided to the Contractor must be provided in identical form, by the Contractor, to its Subcontractors and Suppliers.

#### **404 REQUESTS FOR INFORMATION OR CLARIFICATION**

- .1 The Contractor shall submit any requests for information or clarification of Contract Drawings and Technical Specifications in accordance with Section I.8.3.1 of the Technical Requirements.
- .2 The Contractor shall review and attempt to answer requests for information or clarification from its Subcontractors and Suppliers. Such requests shall be encompassed within the Contractor's request for information or clarification by the Contractor to the Owner's Authorized Representative if the Contractor is unable to answer such requests.

#### **TITLE 5 – SUBCONTRACTS**

Title 5, Subcontracts, is hereby deleted in its entirety.

#### **TITLE 6 - TIME OF COMMENCEMENT AND COMPLETION**

Title 6, Time of Commencement and Completion, is hereby deleted in its entirety.

#### **TITLE 7 - COOPERATION, COORDINATION AND RATE OF PROGRESS**

Title 7, Cooperation, Coordination and Rate of Progress, is hereby deleted in its entirety.

#### **TITLE 8 - PROTECTION OF PERSONS AND PROPERTY**

#### **805 PROTECTION OF STREET AND ROAD SYSTEM**

- .1 The City's street and road system includes but is not limited to permanent or temporary highway, street, alley, bikeway, pedestrian pathway, bridge and other road or related structures.
- .2 Except in emergencies, closing or otherwise obstructing any portion of the street and road system will be permitted only after the City has authorized the Contractor to do so. Under Department of Public Works construction Contracts, this authorization is granted by the approval of an appropriate Traffic Maintenance Plan which has been prepared and submitted by the Contractor. Under Department of Aviation construction Contracts, this authorization is granted in writing by the Owner's Authorized Representative, after receipt of written notice from the Contractor at least forty-eight (48) hours before any

road located within the City's Municipal Airport System shall be closed or otherwise obstructed by actions of the Contractor.

- .3 Should the Contractor do anything to impair or otherwise diminish the capabilities of any portion of the street and road system without an approved Traffic Maintenance Plan under a Department of Public Works Contract, or without first notifying the Owner's Authorized Representative under a Department of Aviation Contract, the City may withhold progress payments or suspend the Contractor's right to proceed with the Work. The Contractor shall be liable to the City for any costs associated with such unauthorized impairment to the street and road system.
- .4 The Contractor shall anticipate that any detours and provisions for temporary access to the Work site that are implied by the Technical Specifications or Special Conditions will be necessary and shall be presumed to have included the costs associated with such detours and provisions for temporary access in the original bid price.
- .5 Traffic control systems such as street signs, traffic signals, traffic lane markings, and any other equipment or facilities that aid in the control of traffic are important elements of the street and road system. These must be protected and the Contractor shall be liable for any damages to the system or any damages to persons and property that might result from failures in the traffic control system that were caused by the Contractor's operations. The requirement that the Contractor notify any City agency or representative of activities that may have adverse effects on the street and road system does not relieve the Contractor of the responsibility for the protection of that system.
- .6 In addition, all signs, barricades, or other traffic control measures shall be in conformance with the requirements of the "Manual of Uniform Traffic Control Devices for Streets and Highways", US Department of Transportation, Federal Highway Administration, including State of Colorado supplements or as detailed in the Contract Documents.

## **806 PROTECTION OF DRAINAGE WAYS**

- .1 The Contractor shall be responsible for the preservation and protection of storm water collection systems and drainage ways that may be affected by Work under the Contract. This municipal service system is operated by the Wastewater Management Division, and at Denver International Airport by the Department of Aviation. The Contractor shall notify the Owner's Authorized Representative and the Deputy Manager for the Wastewater Management Division, or the Senior Vice President of Aviation for Airport Infrastructure Management as applicable, when its Work may diminish the system's capabilities or may redirect water flows. This notification process shall not, however, relieve the Contractor of the responsibility for damage to persons and property that may result from changes to that system caused by the Contractor's operations.

- .2 The Contractor shall not bypass untreated or partially treated waste waters or waste materials to surface waters, storm sewers, or other drainage courses. All bypassing or pumping of sanitary sewage required during construction shall be to other sanitary sewer facilities approved by the Deputy Manager of Public Works for the Wastewater Management Division, or the Senior Vice President of Aviation for Airport Infrastructure Management, as applicable. All existing sewer facilities shall remain in continuous and full operation during construction. All costs incurred for bypassing or pumping of sewage flows during construction shall be borne by the Contractor unless specifically otherwise provided for in the Special Conditions or Technical Specifications.

## **807 PROTECTION OF THE ENVIRONMENT**

- .1 The Contractor shall comply with all applicable federal, state and local environmental protection rules, laws and regulations and accept responsibility for compliance with all environmental quality standards, limitations and permit requirements promulgated thereunder, including but not limited to the City's noise control ordinance, federal and state air quality standards for fugitive dust control, prevention of surface and groundwater contamination, and hazardous and other waste disposal practices and procedures.

### **TITLE 9 - COMPENSATION**

Title 9, Compensation, is hereby deleted in its entirety.

### **TITLE 10 - WAGES**

Title 10, Wages, is hereby deleted in its entirety.

### **TITLE 11 - CHANGES IN THE WORK, CONTRACT PRICE OR CONTRACT TIME**

Title 11, Changes in the Work, Contract Price or Contract Time, is hereby deleted in its entirety.

### **TITLE 12- CONTRACTOR CLAIMS FOR ADJUSTMENT AND DISPUTES**

Title 12, Contractor Claims for Adjustment and Disputes, is hereby deleted in its entirety.

### **TITLE 13 - DISPUTES**

Title 13, Disputes, is hereby deleted in its entirety.

### **TITLE 14 - SITE CONDITIONS**

Title 14, Site Conditions, is hereby deleted in its entirety.

### **TITLE 15 - PERFORMANCE AND PAYMENT BONDS**

Title 15, Performance and Payment Bonds, is hereby deleted in its entirety.

**TITLE 16 - INSURANCE AND INDEMNIFICATION**

Title 16, Insurance and Indemnification, is hereby deleted in its entirety.

**TITLE 17 - INSPECTION AND DEFECTS**

Title 17, Inspection and Defects, is hereby deleted in its entirety.

**TITLE 18 - WARRANTIES, GUARANTEES AND CORRECTIVE WORK**

Title 18, Warranties, Guarantees and Corrective Work, is hereby deleted in its entirety.

**TITLE 19 - SUBSTANTIAL COMPLETION OF THE WORK**

Title 19, Substantial Completion of the Work, is hereby deleted in its entirety.

**TITLE 20 - FINAL COMPLETION AND ACCEPTANCE OF THE WORK**

**2001 CLEAN-UP UPON COMPLETION**

- .1 Prior to Substantial Completion of the Work, the Contractor shall remove all waste materials, excess materials, tools, and equipment such as scaffolding, temporary structures, and unneeded facilities such as fencing and sanitary facilities. Full compliance with GC 324 is required throughout the Contract Time.
- .2 The Contractor shall clean and replace broken or scratched windows, clean and repair all surfaces, and clean and adjust all units of equipment that are part of the various building systems.
- .3 The Work constructed under these Contract Documents must be clean as defined in the Technical Specifications and ready for full use before it is given a Final Inspection.

**TITLE 21 - SUSPENSION OF WORK**

Title 21, Suspension of Work, is hereby deleted in its entirety.

**TITLE 22 - CITY'S RIGHT TO TERMINATE THE CONTRACT**

Title 22, City's Right to Terminate the Contract, is hereby deleted in its entirety.

**TITLE 23 - MISCELLANEOUS PROVISIONS**

Title 23, Miscellaneous Provisions, is hereby deleted in its entirety.

## **CONSTRUCTION CONTRACT SPECIAL CONDITIONS**

**SC-1 CONSTRUCTION CONTRACT GENERAL CONDITIONS**

**SC-2 CITY LINE OF AUTHORITY AND CONTACTS (G.C. 212)**

**SC-3 WORK PERFORMED UNDER ADVERSE WEATHER CONDITIONS (GC305)**

**SC-4 PROJECT SIGNS (GC 321)**

**SC-5 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS**

**SC-6 WAIVER OF: PART 8 OF ARTICLE 20 OF TITLE 13, COLORADO REVISED STATUTES**

## SC-1 CONSTRUCTION CONTRACT GENERAL CONDITIONS

The Construction Contract General Conditions (“General Conditions,” “G.C.s” or “G.C.C.s”) 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 will be available or purchase for \$10.00 per copy at the following locations during the business hours stated, Monday through Friday, excluding holidays or furlough days:

Public Works, Contracts Admin  
Wellington E. Webb Municipal Office Building  
6<sup>th</sup> Floor  
201 West Colfax Avenue  
Denver, Colorado 80202  
8:00 a.m. to 4:30 p.m.

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

[http://www.denvergov.org/dpw\\_contract\\_admin/ContractAdministration/ContractorReferenceDocuments/tabid/440535/Default.aspx](http://www.denvergov.org/dpw_contract_admin/ContractAdministration/ContractorReferenceDocuments/tabid/440535/Default.aspx)

## SC-2 CITY LINE OF AUTHORITY AND CONTACTS (G.C. 212)

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

- A. Chief Executive Officer (the “CEO” under G.C. 112). The CEO is Kim Day, Executive Office, 9<sup>th</sup> Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249. Any references in to the Manager in the Contract Documents, shall mean CEO.
- B. The Director of the Great Hall Program (the “Director”) reports to the CEO. The Director is Stuart Williams, Department of Aviation, Denver International Airport, 24735 E 75th Ave Ste. 100, Denver, CO 80249. The Director is the City Representative who has the day to day administrative responsibility of this Agreement. All notices, requests, payment applications and other correspondence from the Contractor shall be sent to the Owner’s Authorized Representative.

The CEO (Kim Day) or the Director is the only authority recognized to make changes in DIA/City and County of Denver leadership on the Project. These personnel changes in leadership must be mutually agreed upon with the Parties of this Agreement.

### **SC-3 WORK PERFORMED UNDER ADVERSE WEATHER CONDITIONS (GC305)**

General Condition 305 WORK PERFORMED UNDER ADVERSE WEATHER CONDITIONS, is hereby deleted in its entirety and replaced with the following:

- .1 Adverse weather conditions are those that are not abnormal weather conditions but that can, depending on the Work to be performed, cause defective Work. High or low temperatures, excessive moisture, or unusual drying conditions are examples. Abnormal weather conditions.
- .2 Construction methods and practices that have been or may be developed for Work performed under such circumstances may only be used after the Owner's Authorized Representative has approved the concept of such method or practice.
- .3 If the Contractor does attempt Work during periods of adverse weather conditions, that Work shall be at the Contractor's sole risk even if the plan of action or method employed is approved in concept by the Owner's Authorized Representative.

### **SC-4 PROJECT SIGNS (GC 321)**

GC 321 Project Signs is hereby deleted in its entirety and replaced with the following:

Under no circumstances except for safety will the Contractor be permitted to post any signs other than those required by the Contract Documents without the written approval of the Owner's Authorized Representative.

### **SC-5 DISPOSAL OF NON-HAZARDOUS WASTE AT DADS**

In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., Contractor will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site ("DADS") for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the Contractor shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-207, as amended from time to time, and includes construction debris, soil and asbestos.



Bidders shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

**SC-6 WAIVER OF: PART 8 OF ARTICLE 20 OF TITLE 13, COLORADO REVISED STATUTES**

The Contractor specifically waives all the provisions of Part 8 of Article 20 of Title 13, Colorado Revised Statutes regarding defects in the Work under this Construction Contract.

