



DENVER
INTERNATIONAL
AIRPORT

**JOHNSON
CONTROLS,
INC.**

CONTRACT NO. 201414661

**Design-Build Services
For
HVAC CONTROLS
SYSTEM UPGRADE
PHASE 4 – B
CONCOURSE**

**CONTRACT DOCUMENTS
ISSUED FOR AWARD**

August 20, 2015

**CITY & COUNTY OF DENVER
DEPARTMENT OF AVIATION**

**CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION
DENVER INTERNATIONAL AIRPORT
DESIGN-BUILD SERVICES FOR HVAC CONTROLS SYSTEM UPGRADE PHASE 4 -
B CONCOURSE
CONTRACT NUMBER 201414661**

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PART II TECHNICAL PROVISIONS

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

VOLUME 2:

DIVISION 1: GENERAL REQUIREMENTS

(DIA Standard General Requirements are provided hereto and made part of this RFP)

DIVISION 2: DIA Master Technical Specifications

(DIA Master Technical Specifications are provided hereto and made part of this RFP. The Proposers shall produce, under the Contract, the Construction Technical Specifications for the Project.)

DIVISION 3: Record Document CADD Files
(For Proposers reference only)

DIVISION 4: DIA 2015 Design Standards Manuals (DSM)
(For Proposers reference only)

**CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION
DESIGN BUILD SERVICES FOR
HVAC CONTROLS SYSTEM UPGRADE PHASE 4 - B CONCOURSE
CONTRACT NUMBER 201414661
NOTICE OF INVITATION FOR PROPOSALS**

The Department of Aviation, City and County of Denver, has issued a Request for Proposals for the Design Build Services For HVAC Controls System Upgrade. Complete contract documents, including specifications, are available via email to all short-listed firms on May 18, 2015.

SEALED PROPOSALS will be due no later than **2:00 PM, June 11, 2015**, Local Time, delivered to Christy McWilliams at the Airport Office Building, located within the Main Terminal of DIA, 8500 Peña Boulevard, Denver, CO 80249 and accessed by the Concourse A Walking Bridge. Respondents should submit the Cost Proposal and six (6) proposals in Adobe format on separate media (i.e. USB Flash Drive, Compact Disc, etc.) indicating Contract number, HVAC Controls System Upgrade Phase 4 - B Concourse and respondents organization.

A PRE-PROPOSAL CONFERENCE will be held at **10:00 AM, May 21, 2015**, in the triple wide trailer, located within the DIA South Campus at 7128 North Trussville Street, Unit A, Denver, CO 80249 (F.K.A. 27301 E. 71st Ave, Unit #2).

GENERAL STATEMENT OF WORK AND COST ESTIMATE: The City and County of Denver (City) is requesting proposals from qualified Controls Manufacturers to provide comprehensive design-build services for the design and construction of the HVAC Controls Upgrade Phase 4 – B Concourse project. Such design-build services include, but are not limited to, the design and construction of facility turnkey controls system to replace existing controls serving B Concourse HVAC systems and equipment, programming, functional performance testing, facility certification by governing code authorities, operational start-up, and project contract closeout.

This Contract for Design-Build (DB) Services for two (2) years and will involve ROCIP participation. As the design is completed the Contractor will provide a Guaranteed Maximum Price (GMP) for the work. Upon acceptance of the GMP by DIA, the Contractor will construct the project according to the detailed design documents and the provisions of the Contract.

STIPEND: A stipend will be provided to responsive shortlisted proposers who are unsuccessful in obtaining contract award in an amount not to exceed \$50,000.00

MINORITY/WOMEN BUSINESS ENTERPRISE GOAL: Pursuant to Article III, Division 1 of Chapter 28 of the Denver Revised Municipal Code, the project goal of **25%** must be met with certified participants, or through the demonstration of a sufficient good faith effort. For compliance with good faith requirements, the M/WBE percentage solicitation level required for this project is 100%.

As its best interests may appear, the Chief Executive Officer reserves the right to reject any or all bids and to waive informalities in bids.

**INSTRUCTIONS TO PROPOSERS
CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION**

IP-1 INSTRUCTIONS TO PROPOSERS

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

IP-2 SUBMISSION OF PROPOSALS

The bound copy of these Contract Documents contains Proposal Forms and Proposal Data Forms. The proposer must complete these Proposal Forms and submit them as its proposal.

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

Addenda to the contract documents will be issued in their entirety to all proposers via email or flash drive. Such addenda may include replacements for or additions to some or all of the pages of the Proposal Forms, and all Proposal Form pages added by addendum shall be submitted with the Proposal Forms.

If Sensitive Security Information (“SSI”) will be provided to potential proposers prior to award of the Contract, each proposer shall be required to comply with Department of Aviation, Standard Policies and Procedures No. 6003, “Contractor Protection of Sensitive Security Information,” or its successor. A copy of this Policies and Procedures document will be provided with the Proposal Documents, or upon request by the Department of Aviation, Business Management Services Office.

Each proposer shall submit the following, completed and executed in accordance with the Contract Documents:

- a) the separately bound Proposal Forms booklet;
- b) all Proposal Form pages not bound in such booklet which are included in any addendum to the Contract Documents;

IP-3 COMPLETING AND SIGNING PROPOSAL FORMS

The proposer must complete the Proposal Forms by legibly writing or printing in ink, words or figures, or both if required, all of the proposer’s offered prices for performing the work. All blank spaces which require a response of the proposer must be properly filled in. In filling out the Proposal Forms, the proposer should avoid making changes to the extent possible, but, if changes

are necessary, any interlineation, white outs, or erasures should be initialed.

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

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

IP-4 UNACCEPTABLE PROPOSALS

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

IP-5 ONLY ONE PROPOSAL ACCEPTED

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

IP-6 CONSIDERATION OF PROPOSALS

After the Proposals are opened and read and any discrepancies have been reviewed, proposals will be compared based on the proposers' proposed solution to the Project Requirements and the Total Contract Proposal Amount written on the Proposal Letter.

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

Any proposal discrepancies which the City corrects in accordance with the general rules described above shall be corrected with the understanding that the Apparent Low Proposer waives any claims

against the City because of the proposer's mistakes in its proposal.

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

IP-7 INFORMAL AND UNBALANCED PROPOSALS

Proposals shall be considered informal and may be rejected, for any reason including but not limited to, the following reasons:

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

IP-8 PROPOSAL NARRATIVE AND EVALUATION FACTOR FOR AWARD

The Proposer shall prepare its proposal in the format described below and shall ensure that each page of its proposal is identified with the Design Build for HVAC Controls System Upgrade Phase 4 - B Concourse, Contract Number, Proposer's name, and page number.

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

1. Proposal Format
 - a. Proposers shall submit six (6) electronic copies in Adobe PDF format on separate media (i.e. USB Flash Drive, Compact Disc, etc.).
 - b. Proposals shall be prepared on 8 ½" x 11" paper size formats in portrait orientation.
 - c. Proposals shall use the ARIAL font type and size of no smaller than 10 point.

- d. Proposals shall be in a format and sequencing commensurate with the RFP (in the order the requirements listed in PROPOSAL NARRATIVE CONTENTS).
- e. Proposals shall be in a single PDF file and named “201414661 – [company name] – Proposal.PDF”.
- f. Proposals shall include a table of contents.
- g. Proposals shall be bookmarked by section.
- h. The proposal narrative shall not exceed 75 pages. This page limit does not include covers, resumes, disclosure of legal and administrative proceedings and financial condition, tabs and City required forms.
- i. Proposals which contain unnecessarily elaborate art work are discouraged.
- j. The Cost Proposal shall be submitted electronically in Excel format as a separate file, and shall be submitted using the Lump Sum – Schedule of Prices and Quantities Form.

IP-9 PROPOSAL CONTENTS – RESPONSE CATEGORIES 1-6

1. Cover Letter – Response Category 1

The Proposer shall prepare a cover letter, not exceeding two pages in length, which summarizes the key points in the proposal. It should include the full name of the firm or joint venture members and any proposed sub consultants. If the Proposer is made up of more than one firm, the legal relationship between those firms must be described. The cover letter must include a statement committing the availability of the key personnel identified in Section IP-9.3 below to perform the work for the durations required. The letter must be signed by a person who is authorized to sign an Agreement with the City. This person shall be the same person identified in Part IP-3 of the Instructions to Proposers as the authorized representative.

If the Proposer believes any information, data, process or other material in its proposal should be considered by the City 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.

2. Key Personnel and Organization - Response Category 2

- a. Organization Chart: Prepare an organizational chart which identifies the Proposer’s and subconsultant’s key personnel who would perform work under the Agreement. In addition, include the title and a description of the work each person would perform. If an individual will not be assigned to the project on a full-time basis during the construction phase, indicate the percentage of time that person would be dedicated to work on the project.
- b. Resumes: Submit resumes detailing the qualifications, experience and length of employment with the Proposer or subconsultant of the proposed project manager and the key staff personnel including key personnel of

subconsultants. Key personnel identified in this proposal will be expected to remain assigned to this project for the term of the Agreement.

- c. Project Manager Narrative: In narrative form, describe why the named Project Manager was selected to lead your team for this Project. Include the areas of expertise he/she will provide for both the Pre-construction Phase Services and Construction Phase Services. What percentage of time the Project Manager is dedicated to this Project during both the Preconstruction Phase and Construction Phase. Describe any experience in construction and management of construction on Airport projects with similar size, complexity and challenges (irrespective of cost) as this Project. Please state any experience working on design-build and controls upgrades contracts and experience working in an active airport environment. Include a description of any innovative approaches used to deliver the project(s) on schedule and within budget.
- d. Current Staff Assignments: Provide current assignments of all named staff and schedules for completion of their current assignments.
- e. Office Locations and Area of Expertise: Identify all current office locations and the expertise intended to be provided under this proposal. Include a description of the location of this staff for the performance of this contract and their expertise.
- f. Xcel Rebate Experience: provide a narrative describing key personnel interactions and assignments with Xcel Energy and Owners that established rebate strategies and outcomes.

3. Project Approach - Response Category 3

- a. Understand of Work: Prepare a statement which describes the Proposer's understanding of the work involved in performing the Scope of Work which is described in Exhibit D – Scope of Work. Discuss understanding of the proposed Scope of Work; the complexity, challenges and problems involved in planning and performing that work; approaches and philosophy for dealing with risk; 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.
- b. Schedule: Prepare a preliminary schedule demonstrating your understanding of the Project and your approach in performing preconstruction and construction management activities. The following assumptions can be made:
 - i. Contract start date of October 14, 2015.
 - ii. 2015 preconstruction services will be limited to development of the GMP.
- c. Design-Build Approach: It is the City's intention that the construction of this project will be phased construction. Include discussion of your firm's approach in providing successful design-build services based on prior

experience including cost, schedule, safety and quality effectiveness. Include specific examples of actual products (such as estimates, progress reports, schedules, constructability reviews, value engineering studies, forms, general conditions budgets, organizational structures, etc.).

- d. Management and Organizational Approach: Prepare a description of the Proposer's management and organizational approach and methods for performing the Scope of Work. This should include planned sequencing and phasing of Work, including Early Work Packages. Planned Project schedule including interim milestones and Contract Completion Date(s). Explain how you will approach the performance of the Work identified in Exhibit D - Scope of Work, including cost estimating, constructability reviews, construction planning, risk assessment and mitigation, and construction to complete the Project within the established GMP.
- e. Differentiators: The Proposer is invited to describe any particular aspects of its organization or proposal which, by way of background, experience, unique qualifications, or other basis, sets this company (team, etc.) apart from the competition in its ability to accomplish this particular scope of work.

4. Project Controls Methods - Response Category 4

- a. Scheduling: Prepare a description of the Proposer's approach, methods and systems for scheduling design-build projects with aggressive scheduling requirements. Discuss the Proposer's method for schedule development during the design phase and the integration of long lead items and/or Owner furnished equipment. Additionally, discuss the Proposer's methods for maintaining overall construction progress during the construction phase and actions to be taken when progress is unacceptable.
- b. Cost Control and Reporting: Describe and demonstrate the Proposer's construction cost estimating and control methods and systems during the preconstruction phase and during construction, as well as performance on previous projects. Discuss cost controls and reporting methods normally used on previous projects as well as the best approach for this project.

5. Demonstrated Experience - Response Category 5

- a. Prepare a description of projects and work experience of the firm for 1) Design-Build contracts, CM/GC contracts, or Contractor-Assist contracts, over \$5 million where the Proposer was the prime firm and 2) construction and/or construction management contracts performed on an operating airport. Additionally, the Proposer should include projects it believes would be relevant in evaluating its capabilities to perform the work.
- b. To be qualified for this project the Contractor must submit, at a minimum, the following information should be included as appropriate to the Scope of Work:
 - i. Project description and scope

- ii. Date of NTP and date of substantial completion
 - iii. Location
 - iv. Owner, contact name, address, telephone number (references will be contacted)
 - v. Cost of Pre-Construction Services and Construction Services, including the cost of work, general conditions and fees.
 - vi. Proposed schedule vs. actual, include major milestones
 - vii. Proposed GMP vs. Actual, include change orders and reasons for the changes.
 - viii. Organizational structure of service delivery under the contract (include the owner's organization as it interfaced with the respondent's contract)
 - ix. Coordination efforts and operational safety experience utilized on an operating airport facility.
 - x. Relevant experience with other interfacing projects, and associated scheduling considerations.
 - xi. Relevant experience with Xcel rebate applications.
6. Proposal Forms and Required Documents - Response Category 6
- a. Proposers shall submit responses for each element of Category I using the required forms as instructed, acknowledging receipt of the RFP, all Addenda and the final responses to questions, if any, issued by City. Submit the completed forms and submit with the Project Proposal.
 - b. The Proposer shall submit the electronic completed Lump Sum – Schedule of Prices and Quantities Form (Exhibit E) in Excel format in USB Flash Drives or Compact Discs with the Adobe PDF Proposals.

IP-10 EVALUATION FACTORS FOR AWARD

- 1. The City's Evaluation and Selection Committee will review and evaluate the written proposals based upon the Proposer's demonstrated experience and qualifications in 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. Following a review of the submitted proposals the City will conduct interviews with each Proposer. The City shall then, taking into consideration the recommendations of the Evaluation and Selection Committee, attempt to negotiate an Agreement with the Proposer that it considers the most qualified, responsive and responsible.
 - a. Disqualification – Any attempt by a Proposer to improperly influence a member of the evaluation committee during the proposal evaluation and scoring process will result in the elimination of that Proposers proposal from consideration.

2. Project Proposal and Price Proposal Evaluation:
 - a. Project Proposal Scoring Criteria:

Points	Criteria for Points
5 Excellent	The Proposer demonstrates an approach that is considered to significantly exceed the listed requirements/objectives in a beneficial way (providing advantages, benefits, or added value to the Project), and provides a consistently outstanding level of quality. There is no risk that the Proposer would fail to meet the requirements of the RFP and there are no weaknesses.
4 Above Average	The Proposer demonstrates an approach that is considered to mostly exceed the listed requirements/objectives in a beneficial way (providing advantages, benefits, or added value to the Project), and provides an above average level of quality. There is a slight or below average risk that the Proposer would fail to meet some of the requirements of the RFP. There are only minor weaknesses that can be readily corrected.
3 Average	The Proposer demonstrates an approach that is considered to consistently meet the RFP requirements/objectives and offers an acceptable level of quality. The Proposer demonstrates a good probability of meeting most of the requirements of the Solicitation. There is a reasonable amount of risk that the Proposer may fail to satisfy some of the requirements of the Project Contract. Weaknesses are minor and may be readily corrected.
2 Below Average	The Proposer demonstrates an approach that is considered to marginally meet the stated requirements/objectives and has a slightly below minimum level of quality. There is higher than normal risk that the Proposer may fail to satisfy the requirements of the Contract and weaknesses are higher than normal.
1 Poor	The Proposer has demonstrated an approach that has a very good probability of failing to meet most of the stated requirements/objectives, and/or provides poor quality, and/or is a very high risk, and/or will fail to meet most of the requirements of the Solicitation, and/or contains several weaknesses that may be considered major and/or extensive that a large revision to the proposal would be necessary.
0 Unacceptable	The Proposer has demonstrated an approach which is considered a failure to meet the stated requirements/objectives, and/or provides unacceptable quality, and/or demonstrates no reasonable likelihood of meeting the requirements of the Solicitation, and/or contains weaknesses that are so major and/or extensive that a complete revision to the proposal would be necessary.

IP-11 PROPOSAL SCORING

1. Overall Proposal Scoring
 - b. Project Proposal Weight = 70%
 - c. Proposal Fee Weight = 30%
2. Project Proposal Scoring:

Response Category #	Response Category	% Weight	Potential Points	Weighted Points	Score (Weighted points * 16)
1	Cover Letter	6%	5	0.25	4
2	Key Personnel & Organization (20%)				
2a	Organization Chart	6%	5	0.25	5.6

Response Category #	Response Category	% Weight	Potential Points	Weighted Points	Score (Weighted points * 16)
2b	Resumes	6%	5	0.25	5.6
2c	Project Manager Narrative	6%	5	0.28	5.6
2d	Current Staff Assignments	2%	5	0.1	1.6
2e	Office Locations & Area of Expertise	2%	5	0.1	1.6
3	Project Approach (28%)				
3a	Understanding of Work	9%	5	0.4	6.4
3b	Schedule	2%	5	0.1	1.6
3c	DB Approach	9%	5	0.4	6.4
3d	Management & Organization Approach	9%	5	0.4	6.4
3e	Differentiators	2%	5	0.1	1.6
4	Project Controls Experience (10%)				
4a	Scheduling	6%	5	0.25	5.6
4b	Cost Control and Reporting	6%	5	0.25	5.6
5	Demonstrated Experience (25%)	29%	5	1.25	22.4
Project Proposal Total		100%			70
Project Proposal Possible Point Total					70
Design-Build Fee Possible Point Total (Exhibit E)					30
Total Possible Points					100

IP-12 INTERVIEWS

On July 7, 2015, each shortlisted project team will attend and interview. The interview will be a total of 60 minutes long. The format of the interview will be as follows:

- a. Introductions & Presentation from Interviewees: 10 minutes
- b. Case Study #1: 15 minutes
 - i. 10 minutes to work as a team on the case study.
 - ii. 5 minutes to present your solutions and findings to the panel
 - iii. Note: The selection panel will be in the room watching the team work together and collaborate. You may call on the DIA Project Manager for more information as needed, but this will be included in your 10 minutes.
- c. Case Study #2: 15 minutes
 - i. 10 minutes to work as a team on the case study.
 - ii. 5 minutes to present your solutions and findings to the panel
 - iii. Note: The selection panel will be in the room watching the team work together and collaborate. You may call on the DIA Project Manager for more information as needed, but this will be included in your 10 minutes.

- d. Questions and Answers (Q&A)
 - i. 15 minutes
- e. Closing: 5 minutes

Each team should limit the number of interviewees to 5 people and should include the proposed Project Manager, proposed Pre-Construction Manager, and proposed Site Superintendent.

IP-13 NOTICE TO SELECTED PROPOSER - EXECUTION OF CONTRACT

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

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

IP-14 QUANTITIES AND UNIT PRICING

Any quantities appearing in this RFP and/or Technical Specifications are approximate only and are included for the purpose of comparing of proposals and budgeting.

Payment to the Contractor will be based on materials furnished in accordance with the Contract Documents.

Any of the estimated quantities of work and materials shown in this RFP may each be increased, decreased, or omitted as provided in the General Conditions, Special Conditions, or Technical Specifications. These quantities will be finalized prior to submission of the GMP with the DIA Project Manager.

Proposers shall indicate in the Proposal Form Exhibit E any assumed quantities. No portion of Exhibit E shall be altered to add or remove line item phase information. Modification to Exhibit E will result in disqualification of the Proposer. Add Alternates shall be submitted on additional Exhibit E Forms.

IP-15 CONTRACTORS' BULLETIN BOARD

It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions, and other information items relevant to the Proposal which appeared on the Contractor's Bulletin Board and the DIA Contract Procurement website at <http://business.flydenver.com/bizops/rfp.asp>.

The Contractor's Bulletin Board is located at Denver International Airport, 8500 Peña Blvd., Denver, CO 80249-6340, on the wall south of the entrance to the Airport Office Building (AOB).

The AOB entrance is reached by way of the corridor leading to Concourse A from the North end of the Terminal on Level 6, and is located west of the Concourse A security screening area. The AOB entrance and the Contractor's Bulletin Board are both located outside the security screening area.

IP-16 SITE INSPECTION AND INVESTIGATIONS

Prior to submitting a proposal, the proposer shall inspect the work site and its surroundings. For purposes of the contract, it shall be conclusively presumed that the proposer has made a thorough inspection of the site and has waived the right to later claim extra payment or time extensions for conditions which would have been evident during that inspection.

Drawings and specifications, defining the work to be done, were prepared on the basis of interpretation by design professionals of information derived from investigations of the work site and site condition data provided by the City. Such information and data are subject to sampling errors, and the interpretation of the information and data depends to a degree on the judgment of the design professional. In view of this, the proposer is invited to make additional investigations as the proposer's judgment dictates the need for such investigations.

Because the proposal information cannot be guaranteed, the Contractor shall have assumed the risks attendant to successful performance of the work except for the risk of encountering differing site conditions which are defined in the General Conditions and shall never make claim for additional payments or time extensions on the grounds that the nature or amount of work to be done was not understood by the proposer at the time of proposing.

IP-17 INTERPRETATION OF PROPOSAL DOCUMENTS

During the Proposal period, Proposer shall request, in writing, clarification or interpretation of any apparent errors or omissions in the contract documents, any apparent inconsistencies between different provisions of the contract documents, or any other point in the contract documents which the Proposer believes requires clarification or interpretation by the City. Any such request must be submitted in writing by email to contract.procurement@flydenver.com, must have the words "Request for Clarification" and "CONTRACT NO. 201414661, Design-Build Services for HVAC CONTROLS SYSTEM UPGRADE PHASE 4 - B CONCOURSE" in the email subject line, and must be received not later than 2:00 PM, Local Time, June 11, 2015. For purposes of the contract, it shall be conclusively presumed that prior to proposing, the Proposer requested clarification or interpretation of any apparent errors, inconsistencies, or other point in the contract documents believed to require clarification or interpretation, and has waived the right to later claim extra payment or time extensions on account of any such error, omission, inconsistency, or other matter in the contract documents.

Information about any interpretation or clarification made by the City in response to such request will be emailed to all proposers. It shall be the Proposer's responsibility to ensure it has reviewed all such interpretations or clarifications. After Proposals are opened, all Proposers must abide by the decision of the Chief Executive Officer or her authorized representative as to the interpretation or clarification. If the Chief Executive Officer or her authorized representative determines that his

decision or interpretation requires that an addendum to the Proposal documents be issued, such addendum will be posted on the DIA Contract Procurement website and either the complete addendum or a notice of its issuance will be posted on the Contractor's Bulletin Board. It shall be the Proposer's responsibility to ensure it has received all such addenda, and each Proposer must acknowledge receipt of all addenda on the Proposal Forms when it submits its Proposal.

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

IP-18 SUBCONTRACTOR LISTS IN PROPOSAL

The proposer shall, on the forms included in the Proposal Forms, identify each element of the major work (consisting of 1.5% total contract proposal amount) which the proposer plans to subcontract, provide an estimate of the total cost to perform each element, and include the name and address of the proposed subcontractor.

IP-19 PERMIT FEES

The Contractor agrees to pay the permit fees associated with the construction of this project described in General Condition 317, and in the Special Conditions and Technical Specifications.

IP-20 TAXES

1. General. Proposers are referred to the General Conditions, G.C. 323, as to taxes to which they may be subject in performing the Work under this contract, including but not limited to sales and use taxes and the Denver Occupational Privilege Tax. The following instructions are to be considered along with the General Conditions and not in lieu of them.
2. Sales and Use Tax. Construction and building materials sold to contractors and subcontractors for use on structures, roads, streets, highways, and other public works owned by the City and County of Denver at Denver International Airport are exempt from state, RTD, and Cultural Facilities District sales and use taxes. However, such materials will be subject to sales and use taxes imposed by the City and County of Denver.
3. Exemption Certificates – Sales and Use Tax. It is responsibility of the Contractor and its subcontractors to apply to the Colorado Department of Revenue ("CDOR") for a certificate, or certificates, of exemption indicating that their purchase of construction or building materials is for a public project, and to deliver to the City copies of such applications as soon as possible after approval by the CDOR. Proposers shall not include in their bid amounts the exempt State, RTD, and Cultural Facilities District Sales and Use Taxes.
4. Denver Occupational Privilege Tax. Any employee working for a contractor or a subcontractor who earns over \$500 working in Denver during a calendar month is subject to the payment of the Employee Occupational Privilege Tax. The Contractor and any subcontractor must pay the Business Occupational Privilege Tax for each of its employees who are subject to such tax.

IP-21 NONDISCRIMINATION IN THE AWARD OF CITY CONTRACTS

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

IP-22 MINORITY/WOMEN BUSINESS ENTERPRISE (MBE/WBE) REQUIREMENTS- COMPLIANCE PLAN

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

In accordance with the requirements of the M/WBE Ordinance, the Contractor is committed to, at a minimum, meet the participation goal of twenty five percent (25%) established for this Project, utilizing properly certified M/WBE subcontractors and suppliers. The Goal must be met with certified participants as set forth in Section 28-55, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-67, D.R.M.C. For compliance with good faith effort requirements under Section 28-62(b)(2), the percentage solicitation level required for this project is 100%. The Contractor identified in its Proposal MBE and/or WBE firms with which it intends to subcontract for design related services under this Agreement, with a total participation level by such firms of 25%.

Upon execution of this Contract, the Contractor will prepare and present for the review and approval of the Director a compliance plan for meeting the requirements of the M/WBE Ordinance. At a minimum, the proposed compliance plan shall comply with all requirements of the Rules and Regulations pertaining to such plans and shall be approved in writing by the Director. Upon such approval, the plan will be incorporated into this Contract by Change Order as Exhibit H.

Without limiting the general applicability of the foregoing, the Contractor acknowledges its continuing duty, pursuant to Section 28-72 DRMC, to meet and maintain throughout the duration of this Design-Build Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the Ordinance also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity ("DSBO"), in the imposition of sanctions against the Contractor in accordance with Section 28-77, DRMC. Nothing contained in this Paragraph or in the referenced City ordinance shall negate the City's right to prior approval of Subcontractors, or substitutes therefore, under this Design-Build Contract.

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

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

The proposer understands that if change orders or other contract modifications are issued under the contract, that include an increase in scope of work of a contract for construction, reconstruction, or remodeling, whether by amendment, change order, force account or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MBE/WBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors or by the contractor shall be subject to a goal for MBE/WBEs equal to the original goal on the contract which was included in the proposal. The contractor shall satisfy such goal with respect to such changed scope of work by soliciting new MBE/WBEs in accordance with Section 28-73 of the Ordinance as applicable, or the contractor must show each element of modified good faith set out in Section 28-75 (c) of the Ordinance. The contractor or consultant shall supply to the director the documentation described in Section 28-75 (c) of the Ordinance with respect to the increased dollar value of the contract.

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

IP-23 DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

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

Using the form contained in the Bid Forms, entitled "Diversity and Inclusiveness in City Solicitations Information Request Form", please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Information Request Form will provide an opportunity for City contractors/consultants to describe their own diversity and inclusiveness practices. Contractors/consultants are not expected to conduct intrusive examinations of its employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor/consultant's current practices, if any. Diversity and Inclusiveness information provided by City

contractors/consultants in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from contractors/consultants will be in such reports.

IP-24 WAGE RATE REQUIREMENTS

Pursuant to Section 20-76 of the Revised Municipal Code, the proposer selected to perform this contract shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at the time of payment, computed wage rates not less than those shown on the current prevailing wage rate schedule included in the contract bid documents and any addenda thereto. If the City's Career Service Board issues a modification to those wage rates more than ten (10) days prior to the scheduled proposal opening, those modifications will be published in an addendum issued by the City to all prospective proposers. The City may, in its sole discretion, determine on a case-by-case basis whether wage rate modifications issued by the Career Service Board ten (10) days or less before the proposal opening will be included in an addendum. If they are included in an addendum, the City may, in its sole discretion, elect to postpone the date of bid opening.

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

IP-25 CONSTRUCTION SCHEDULING

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

IP-26 EQUAL EMPLOYMENT OPPORTUNITY

1. Article III, Division 2, Chapter 28 of the DRMC applies to this contract. It is the policy of the City to provide equal opportunity in employment without regard to race, color, creed, sex, national origin, religion, marital status, or political opinion or affiliation. It is hereby deemed and declared to be for the public welfare and in the best interest of the City to require proposers, contractors and subcontractors soliciting and receiving, directly or indirectly, compensation from or through the City, for the performance of such contracts, to meet certain affirmative action and equal employment opportunity requirements. Additionally, contractors and subcontractors that hold any contracts which are federally-assisted shall be required to adhere to the Department of Labor's Contract Compliance program under Executive Order 11246 as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60-4.

2. After the Notice to the Selected Proposer has been issued, the Selected Proposer shall

submit the following to the Division of Small Business Opportunity:

(a) A statement that the proposer shall implement the affirmative action steps set forth in the Rules and Regulations and Proposal Conditions of the Manager of Public Works pertaining to Equal Employment Opportunity, attached hereto, or the proposer's affirmative action plan which meets these requirements, and

(b) A projection of its anticipated workforce for this contract on the attached "EEO Questionnaire." Both of these submittals are required before the Division of Small Business Opportunity will approve the Notice to Proceed.

3. The proposer which is awarded this contract shall comply with the provisions and requirements, including the goals of minority and female participation and specific affirmative action steps, set forth in the Rules and Regulations and Proposal Conditions of the Manager of Public Works pertaining to Equal Employment Opportunity, as said rules and regulations may be amended or readopted from time to time by the Manager of Public Works or the Director of the Division of Small Business Opportunity.

IP-27 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

IP-28 INSURANCE REQUIREMENTS, ROCIP PROGRAM, SAFETY MANUAL

In preparing its Proposal, the Proposers shall assure that insurance requirements contained in the Contract Documents are met. In accordance with the provisions of Contract General Condition 1601, INSURANCE, the minimum insurance requirements for this Contract are set forth in the form **CITY AND COUNTY OF DENVER INSURANCE CERTIFICATE** contained in the Special Conditions Section of the Contract Documents. Proposers shall be aware in preparing a proposal hereunder that the Contractor and all subcontractors performing Work on the Project must comply with each condition, requirement or specification set forth in the form certificate, unless such requirements are specifically excepted in writing by the City's Risk Management Administrator. The Contractor must either include all subcontractors performing work hereunder as insurers under each required policy or obtain a separate certificate for each subcontractor. The City reserves the right to request copies of these certificates at any time.

All certificates required by this Contract shall be sent directly to Denver International Airport, Business Management Services, via the following email address: ContractDocs@flydenver.com. The City project/Contract number and project description shall be noted on the certificate of

insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

City may at its sole option provide an Owner Controlled Insurance Program (ROCIP), which coverage City agrees will be primary over any other insurance provided by an enrolled party. A copy of the ROCIP proposed coverage and Safety Manual are included in the Contract Documents. Bidder should review the proposed coverage and Safety Manual in preparing its bid. Bidder shall submit an "add alternate" for additional insurance costs if the City determines not to provide an ROCIP.

IP-29 INVOICING

For contracts where the final and accepted contract amount is less than \$1,000,000.00 all invoices must be submitted electronically in PDF format to ContractAdminInvoices@Flydenver.com. If using an invoice transmittal form, also submit that form in EXCEL format. Submitting your invoices to ContractAdminInvoices@Flydenver.com starts the official prompt payment process step one. Any invoices submitted to other parties will not be considered part of the process and all other methods of invoice submittal will be rejected.

For contracts where the final and accepted contract amount is \$1,000,000.00 or more, the contractor recognizes and agrees that it shall be required to use the Textura® Construction Payment Management System (CPM System) for this Project. Bidders are urged, when preparing a bid, to contact the Textura® Corporation at 866-TEXTURA (866-839-8872) for pricing schedule and fees, as all fees associated with the CPM System are to be paid by the Contractor and subcontractor for billings for work performed.

IP-30 PROJECT CONTROLS REQUIREMENTS

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

EEO QUESTIONNAIRE
Contract No: 201414661
Design-Build Services for
HVAC CONTROLS SYSTEM UPGRADE PHASE 4 - B CONCOURSE

1. Name of Business: _____
2. Address: _____
3. City, State, Zip Code: _____
4. Telephone Number: (____) _____
5. Name and title of your firm's EEO Contact: _____
6. Are you an affiliate or a subsidiary of another business organization (branches, etc.)? Yes
 No
7. Type of business you are engaged in: _____
8. Does the organization have a procedure for resolving discrimination complaints?
 Yes No
9. Has your firm been charged with discrimination within the past eighteen (18) months? Yes
 No
10. Is your firm required to submit an EEO-1 annually to the EEOC?
 Yes No

11. Are you now working or have you worked on a City and County of Denver contract during the past twelve (12) months? If yes, complete the following information:

<u>Type of Contract</u>	<u>Contract Number</u>	<u>Total Cost of Each Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(You may use additional sheets if necessary)

(Page 1 of 2 pages)

PROJECTION OF ANTICIPATED WORKFORCE
Contract No: 201414661
Design-Build Services for
HVAC CONTROLS SYSTEM UPGRADE PHASE 4 - B CONCOURSE

12. List the number of anticipated new employees needed by the contractor to perform this contract by trade/craft positions.

ANTICIPATED NUMBER OF NEW EMPLOYEES FOR THIS CONTRACT

Trade Craft	Estimated Total Manpower	Estimated Total Hours	Number of Employees Minority/Female	Total Estimated Employees Minority/Female
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

13. What is the anticipated number of employees from the apparent low proposer's current work force to be utilized to perform this contract? _____

14. Estimate manpower utilization for the project below:

ESTIMATE OF MANPOWER UTILIZATION

Trade Craft	Estimated Total Manpower	Estimated Total Hours	Number of Employees Minority/Female	Total Estimated Employees Minority/Female
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

15. Will the estimated total manpower (anticipated new hires and current staff to be utilized on this contract) meet the City's minority employment and female employment goals?
 Yes _____ No _____

PREVAILING WAGES

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



DENVER
THE MILE HIGH CITY

Office of Human Resources
Denver's Human Resource Agency

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

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Seth Duhon-Thornton, Associate Human Resources Professional
DATE: Friday March 27, 2015
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The attached Prevailing Wage Schedule is effective as of **Friday March 27, 2015** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO150004
Superseded General Decision No. CO20140004
Modification No.02
Publication Date: 3/20/2015
(5 pages)

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

For questions call (720) 913-5018

Attachments as listed above.

General Decision Number: CO150004 03/20/2015 CO4

Superseded General Decision Number: CO20140004

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

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

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	03/20/2015

ASBE0028-001 10/01/2013

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

BRCO0007-001 01/01/2014

	Rates	Fringes
BRICKLAYER.....	\$ 24.03	8.63

BRCO0007-005 05/01/2014

	Rates	Fringes
TILE SETTER.....	\$ 27.15	7.88

CARP0001-004 05/01/2013

	Rates	Fringes
Carpenters:		
Acoustical, Drywall		
Hanging/Framing and Metal		
Stud, Form Building/Setting.	\$ 25.00	5.39

 CARP1607-002 06/01/2012

	Rates	Fringes
MILLWRIGHT.....	\$ 28.95	11.10

 ELEC0068-002 06/01/2014

	Rates	Fringes
ELECTRICIAN		
(Includes Low Voltage		
Wiring and Installation of		
Fire alarms, Security		
Systems, Telephones,		
Computers and Temperature		
Controls).....	\$ 32.65	12.70

 ELEV0025-002 01/01/2015

	Rates	Fringes
Elevator Constructor.....	\$ 40.68	28.385+a+b

FOOTNOTE:

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

 ENGI0009-003 10/23/2013

	Rates	Fringes
Power equipment operator -		
crane		
141 tons and over.....	\$ 25.97	9.15
50 tons and under.....	\$ 24.88	9.15
51 to 90 tons.....	\$ 25.04	9.15
91 to 140 tons.....	\$ 25.19	9.15

 IRON0024-001 11/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.80	10.14

LABO0720-003 05/01/2014

	Rates	Fringes
LABORER		
Concrete/Mason Tenders.....	\$ 16.42	6.38

* PAIN0079-002 03/01/2015

	Rates	Fringes
Drywall Finisher/Taper		
Hand.....	\$ 20.15	6.91
Tool.....	\$ 20.50	6.91
Painters:.....	\$ 19.45	6.91
PAPERHANGER.....	\$ 20.15	6.91

PAIN0930-001 07/01/2014

	Rates	Fringes
GLAZIER.....	\$ 29.67	7.52

PLAS0577-001 05/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 24.00	10.23

PLUM0003-001 07/01/2014

	Rates	Fringes
PLUMBER		
(Excluding HVAC work).....	\$ 31.93	12.34

PLUM0208-001 07/01/2013

	Rates	Fringes
PIPEFITTER		
(Including HVAC pipe).....	\$ 33.35	12.27

SFCO0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.09	18.60

SHEE0009-001 07/01/2014

	Rates	Fringes
Sheet metal worker		
(Includes HVAC duct and installation of HVAC		

systems).....\$ 32.47 13.98

SUCO2001-011 12/20/2001

	Rates	Fringes
Carpenters:		
All Other Work.....	\$ 16.12	2.84
Ironworkers:		
Reinforcing.....	\$ 18.49	3.87
Laborers:		
Brick Finisher/Tender.....	\$ 12.78	1.41
Common.....	\$ 10.62	2.09
Power equipment operators:		
Mechanic.....	\$ 18.48	

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

Office of Human Resources
Supplemental to the Davis-Bacon *Building Construction* Project rates
(Specific to the Denver projects)
Supp #100, Date: 03-02-2012

Classification		Base	Fringe
Boilermakers		\$30.97	\$21.45
Power Equipment Operators (Concrete Mixers):			
	Less than 1 yd	\$23.67	\$10.67
	1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loaders over 6 cu yd	\$23.82	\$10.68
	Oilers	\$22.97	\$10.70
Soft Floor Layers		\$16.70	\$9.81
Ironworkers (Ornamental)		\$24.80	\$10.03
Plasters		\$24.60	\$12.11
Plaster Tenders		\$10.79	-
Laborers: Concrete Saw		\$13.89	-
Power Equipment Operators:			
	Backhoe	\$23.67	\$10.67
	Loader up to and incl 6 cu yd	\$23.67	\$10.67
	Motor Grader	\$23.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Drivers (Dump Trucks):			
	6 to 14 cu yds	\$19.14	\$10.07
	15 to 29 cu yds	\$19.48	\$10.11
	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11

- To determine the Tile Setters-Marble Mason-Terrazzo mechanic rates—Use Davis Bacon-Building rates adopted by the Career Service Board.
- To determine the Tile Finisher-Floor Grinder-Base Grinder—Use current Career Service Prevailing Wage Schedules.
- Caulkers—Receive rate prescribed for craft performing operation to which caulking is incidental .i.e. glazier, painter, brick layer, cement mason.
- Use the “Carpenters—All Other Work” rates published by the federal Davis Bacon rates for batt insulation, pre-stress concrete and tilt up concrete walls, Roofers (including foundation waterproofing).
- Use the “Laborer—Common”, rates published by the federal Davis Bacon rates for General Housekeeping, Final Cleanup and Fence Installer.

DENVER INTERNATIONAL AIRPORT

Design-Build Services for HVAC Controls Upgrade Phase 4 – B Concourse

PROPOSAL LETTER

PROPOSER Johnson Controls, Inc.

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

This letter is in response to the Notice of Invitation for Proposals first published on September 24, 2012, for Contract No. 201414661, Denver International Airport, Design-Build Services for HVAC Controls Upgrade Phase 4 – B Concourse.

This contract is for: The comprehensive design-build services for the design and construction of the HVAC Controls Upgrade Phase 4 – B Concourse for the purpose of selecting Controls Manufacturers and/or Contractors to provide comprehensive design-build services for the design and construction of the HVAC Controls Upgrades Phase 4 – B Concourse project. Such design-build services include, but are not limited to, turnkey controls system to replace existing controls serving B Concourse HVAC systems and equipment , programming, functional performance testing, facility certification by governing code authorities, the operational start-up, and project contract closeout.

The undersigned Proposer declares that it has carefully examined the location of the proposed work and has carefully read and examined all of the Contract Documents which include, but are not limited to, the Contract Drawings, Technical Specifications, Construction Contract General Conditions, Special Conditions, Instruction to Proposers, and EEO provisions, and hereby proposes to furnish all labor, materials, equipment, tools, transportation and services, and to discharge all duties and obligations necessary and required to perform and complete the Work as required in the Contract Documents which are provided herewith and by this reference made a part hereof for the prices shown in the bid forms and totaled below:

Total Contract Proposal Amount:

Eight Million Three Hundred Forty-Two Thousand Six Hundred Dollars and no cents

(\$8,342,600.00)

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

Addenda Nos.: Addenda Number 1

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

The undersigned Proposer hereby agrees to appear at Denver International Airport, Business Management Services Office, Room 8810, Airport Office Building, at any time within five (5) working days from the date of a written notice from the Manager to do so, mailed, e-mailed, and/or faxed to the business address of Proposer and at that time the Proposer shall: (1) deliver an executed Contract which conforms with this proposal; (2) furnish the required performance and payment bonds in the sum of the Total Contract Proposal Amount shown above, executed by a surety company acceptable to the Manager; and (3) furnish the required insurance documents.

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

Attached and incorporated herein as the proposed Price Proposal and Proposal Data Forms. All of the forms must be completed. Proposer acknowledges that the City may incorporate, at its option, any or all of the data submitted by the Proposer into a contract arising out of this Proposal.

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

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

[CERTIFICATION AND SIGNATURE ON FOLLOWING PAGES]

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

Dated this 11th day of June, 2015

PROPOSER BUSINESS ADDRESS: 10289 W. Centennial Road
City, State, Zip Code: Littleton, CO 80127
Telephone Number of Proposer: (303) 973-5930
E-mail Address: steve.r.nixon@jci.com
Fax Number of Proposer: (303) 979-6847
Social Security or Employer Id. No. of Proposer: 39-0380010

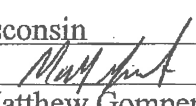
SIGNATURE OF PROPOSER:

If a Corporation:

PRINT NAME OF CORPORATION:

Attest:
(Corporate Seal)

Secretary

Johnson Controls, Inc.
a Wisconsin Corporation

By: Matthew Gompert Denver Branch General
Manager

[signature blocks for partnerships, limited partnerships and
joint ventures are on following pages]

If a Partnership:

PRINT NAME OF PARTNERSHIP:

By: _____
General Partner

If an Individual:

_____, doing

business as _____

Signature:

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

If a Joint Venture, signature of all Joint Venture partners is required:

PRINT NAME OF JOINT VENTURE:

Joint Venture Partner --
Name of Firm:

Corporation () or Partnership ()

By: _____
Signature

Title: _____
Required for a corporation:

ATTEST:
(Corporate Seal)

Secretary

Joint Venture Partner --
Name of Firm:

Corporation () or Partnership ()

By: _____
Signature

Title: _____
Required for a corporation:

ATTEST:
(Corporate Seal)

Secretary

Joint Venture Partner --
Name of Firm:

Corporation () or Partnership ()

By: _____
Signature

Title: _____
Required for a corporation:

ATTEST:
(Corporate Seal)

Secretary

Joint Venture Partner --
Name of Firm:

Corporation () or Partnership ()

By: _____
Signature

Title: _____
Required for a corporation:

ATTEST:
(Corporate Seal)

Secretary

DELEGATION OF AUTHORITY

The undersigned, President of Johnson Controls, Inc., a Wisconsin corporation (the "Company"), pursuant to the authority vested in him by a certain resolution adopted by the Board of Directors of the Company on January 23, 1980 hereby authorizes

Matthew E. Gompert
Branch General Manager

(hereinafter, the "Delegate") to perform, on behalf of the Company, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business.

This authority does not extend to:

- a. the execution of surety, performance or bid bonds;
- b. the collection, receipt and recovery of monies due or to become due to the Company and the issuance of receipts and releases for the payment thereof;
- c. the signing of any notes, contracts, or any other agreement to borrow money in the name of the Company, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of the Company; or
- d. the signing, on behalf of the Company, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

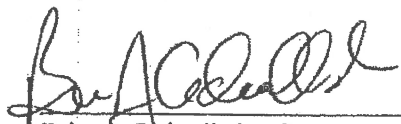
Any actions taken by such Delegate within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of this Company.

This authority shall remain in full force and effect through October 5, 2015.

Signed at Milwaukee, Wisconsin, this 6th day of April, 2015.


Alex A. Molinaroli, *President*

ATTEST:


Brian J. Cadwallader, *Secretary*



DENVER INTERNATIONAL AIRPORT

Contract No: 201414661

Design-Build Services for HVAC Controls Upgrade Phase 4 – B Concourse

PROPOSAL DATA FORMS

Proposer shall submit its Proposal Data in accordance with the format shown on each of the following Proposal Data Forms. Proposer shall prepare and use as many sheets as are necessary to provide the information required. Proposer shall ensure that each page of its Proposal Data is completed and properly identified with the Proposal Data form name, Proposer's name, and page number.

DENVER INTERNATIONAL AIRPORT

Contract No: 201414661

Design-Build Services for HVAC Controls Upgrade Phase 4 – B Concourse

Proposal Data Forms
INFORMATION ABOUT CONTRACTOR

- 1. Name of Proposer/Contractor: Johnson Controls, Inc.
2. Type of business entity: Building HVAC Systems and Services
NOTE: If proposer is a partnership or joint venture, give full names of all partners or joint venturers. Proposal must be signed by all joint venturers. If proposer is a limited liability company, proposal must be signed by authorized manager (may be signed by member-manager if LLC is organized to allow management by members).
3. Prequalified by City and County of Denver as Construction Categories:
Contractor :
Monetary Limit:
4. Address of Contractor: 10289 W. Centennial Road Littleton CO 80127
Telephone: 303 973-5930 Fax: 303 973-6847
E-mail: steve.r.nixon@jci.com Milwaukee WI 7-31-1900
5. Established where and when: JPM Chase, Credit and Confirmation 800-550-8509
6. Contractor's Banks:
7. Principal Officers of Contractor (managers and members if LLC):
Name: Matthew Gompert Name:
Title: Denver Branch General Manager Title:
Name: Name:
Title: Title:
8. Proposer's/Contractor's City License No.:

and County of Denver Contractor
License if it has obtained one:

Class: _____

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

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

10. Proposer's Surety: Liberty Mutual Surety

11. Surety's State of Incorporation: Illinois

12. Address of Contractor in other areas (if different from No. 4):
NA

13. Name and address of person to receive payments:
Johnson Control, Inc. Accounts Payable
P O Box 73004
Dallas, TX 75373

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

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

Proposer Johnson Controls, Inc.

DENVER INTERNATIONAL AIRPORT

Contract No: 201414661

Design-Build Services for HVAC Control Upgrade Phase 4 – B Concourse

Proposal Data Forms

LIST OF PROPOSED SUB-CONSULTANTS AND SUBCONTRACTORS

Proposer shall list below the name, business address, work assignment and dollar value of each sub-consultant and subcontractor which 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 of the Proposer's total proposal amount. Only one sub-consultant and subcontractor for each portion of the work shall be listed. Any proposed sub-consultant and subcontractors to be utilized by the Proposer that are certified as a Minority/Women Business Enterprise shall also be listed on the "List of Proposed Sub-consultants and Subcontractors" attached to these Proposal Forms.

If the proposer does not identify a sub-consultant or a subcontractor to perform portions of the work which could be subcontracted on this form, the Proposer, if it is awarded the contract, agrees not to subcontract such portions that exceed one and one half percent of the total proposal amount until the Contractor has advised the Deputy Manager of Aviation - Airport Infrastructure Management ("Deputy Manager") in writing of the reasons why the sub-consultant or subcontractor was not listed in the proposal 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 sub-consultant and subcontractor listed below, the Contractor agrees not to subcontract any of the work assignment identified for that sub-consultant and subcontractor until the Contractor has advised the Deputy Manager in writing of the reasons why a different sub-consultant or subcontractor is being used and has obtained approval of the Deputy Manager of the substitution. This requirement does not affect the applicability of General Condition 502.

Subcontractor	Work Assignment	Subcontract Dollar Value
NAME: <u>LEI Companies</u> <u>2017 Curtis St Denver CO 80205</u> PHONE: <u>303 934-5631</u>	Electrical Installation Work	\$3,484,680.00

Subcontractor	Work Assignment	Subcontract Dollar Value
NAME: <u>CADCO 901 Main ST. Louisville, CO 80027</u> _____ PHONE: <u>303 665-7892</u>	Auto Cad Drawings	\$ 57,408.00
NAME: <u>BimShift 1109 W Littleton Blvd. Littleton CO 80120</u> _____ PHONE: <u>303 798-4786</u>	BIM Modeling	\$ 125,500.00
NAME: <u>RMH Group 12600 W Colfax Ave. Lakewood, CO 80215</u> _____ PHONE: <u>303 239-0909</u>	Design Work	\$ 478,345.00
NAME: <u>JEDI Balancing 1414 Washburn St. Erie CO 80516</u> _____ PHONE: <u>720 839-5333</u>	HVAC Balancing Work	\$ 261,035.00
NAME: _____ ADDRESS: _____ _____ PHONE: _____		
NAME: _____ ADDRESS: _____ _____ PHONE: _____		
NAME: _____ ADDRESS: _____ _____ PHONE: _____		
NAME: _____ ADDRESS: _____ _____ PHONE: _____		

(This page can be duplicated if additional sheets are required.)

DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

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

The Diversity And Inclusiveness In City Solicitations Form pages immediately following this page are not included in the page numbering of this contract document.



Diversity and Inclusiveness* in City Solicitations Information Request Form

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

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

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

Project Name: Design Build Services for HVAC Controls System Upgrade Phase 4 - B Concourse

BID / RFP No.: 201414661

Name of Contractor/Consultant: Johnson Controls, Inc.

Address: 10289 W. Centennial Road Littleton, CO 80127

Email: steve.r.nixon@jci.com

Business Phone No.: 303 973-5930

Business Facsimile No.: 303 979-6847

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

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

If Yes, does it address:

1a. Employment and retention?

X Yes No

1b. Procurement and supply chain activities?

X Yes No

1c. Customer service?

X Yes No

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

Visit JCI corporate diversity website :

http://www.johnsoncontrols.com/content/us/en/about/our_diversity/supplier_diversity.html

3. How many employees does your company employ?

11-50 X over 100

51-100

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

Full-time 95 % Part-Time _____

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

X Employee Training

X Pamphlets

X Public EEO postings

X Other Billion Dollar Roundtable

Not Applicable

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

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

- Monthly X Annually
 Quarterly Not Applicable Other _____

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

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

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

Visit JCI corporate diversity website :

http://www.johnsoncontrols.com/content/us/en/about/our_diversity/supplier_diversity.html

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

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

- Monthly Annually No Committee
 X Quarterly Other _____

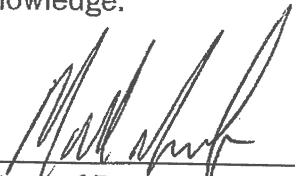
8b. If you responded that you do not have a diversity and inclusiveness committee, describe any plans your company may have to establish such a committee.

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

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

Yes X No

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



Signature of Person Completing Form

6-10-15

Date

Matthew Gompert Branch General Manager
Printed Name of Person Completing Form

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

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

Proposer Johnson Controls, Inc.

DENVER INTERNATIONAL AIRPORT

Contract No: 201414661

Design-Build Services for HVAC Controls Upgrade Phase 4 – B Concourse

**Proposal Data Forms
EQUAL OPPORTUNITY REPORT STATEMENT**

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

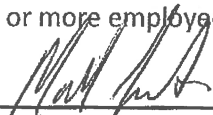
The Proposer shall furnish similar Statements executed by each of its first-tier and second-tier subcontractors and shall obtain similar compliance by such subcontractors, before awarding subcontracts. No subcontract shall be awarded to any non-complying subcontractor.

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

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

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 or more employees.

Dated: 6-10-15



(Name of Proposer)

By: Matthew Gompert

Title: Branch General Manager

Proposer Johnson Controls, Inc.

DENVER INTERNATIONAL AIRPORT

Contract No: 201414661

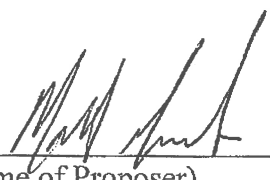
Design-Build Services for HVAC Controls Upgrade Phase 4 – B Concourse

Proposal Data Forms

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

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

DATED: June 10, 2015



(Name of Proposer)

By: Matthew Gompert

Title: Branch General Manager

CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION

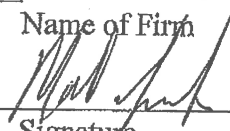
COMMITMENT TO MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION

Contract No: **201414661**
Design-Build Services For
HVAC CONTROLS SYSTEM UPGRADE PHASE 4 - B CONCOURSE

The undersigned acknowledges that it will satisfy the MBE and WBE participant requirements as follows:

The Proposer is committed to a minimum of 25 % MBE and WBE utilization on the **Project**. The Proposer will provide a satisfactory compliancy plan to DSBO if Proposer is selected to negotiate a contract with the City.

Proposer: Johnson Controls, Inc.

By:  Branch General Manager
Signature Title

Address: 10289 W Centennial Road
Street

Littleton, CO 80127

City / State / Zip Code

Telephone: 303 973 - 5930 303 979 - 6847
Phone Fax

Proposal Documents

Design Build Services for HVAC Controls System Phase 4 - B Concourse

Contract Number: **201414661 Proposal Forms**

Date: _____



Office of Economic Development
 Division of Small Business Opportunity
 Compliance Unit – DIA
 E-MAIL: small.business@flydenver.com
 8500 Peña Blvd., AOB, Suite 7810
 Denver, CO 80249
 Phone: (303) 342-2189 / Fax: (303) 342-2190

LETTER OF INTENT (LOI)

*All lines must be completed or marked N/A for Not Applicable.
 Submit the attached completed checklist with this letter.*

Project No.: 201414661

**Project Name: Design Build For HVAC Controls System Upgrade
 Phase 4 - B CONCOURSE**

**A. The Following Section is To Be Completed by the Bidder/Consultant
 This Letter of Intent Must be Signed by the Bidder/Consultant and M/WBE, SBE or DBE**

Name of Bidder/Consultant:		Phone:	
Contact Person:	Email:	Fax:	
Address:	City:	State:	Zip:

**B. The Following Section is To Be Completed by the M/WBE, SBE or DBE, at any Tier
 This Letter of Intent Must be Signed by the M/WBE, SBE or DBE and Bidder/Consultant**

Name of Certified Firm:		Phone:	
Contact Person:	Email:	Fax:	
Address:	City:	State:	Zip:
Please check the designation which applies to the certified firm.	MBE/WBE ()	SBE ()	DBE ()

Indirect Utilization: If this M/WBE, SBE or DBE is not a direct first tier subcontractor/subconsultant, supplier or broker to the Bidder/Consultant, please indicate the name of the subcontractor/subconsultant, supplier or broker which is utilizing the participation of this firm:

A Copy of the M/WBE, SBE or DBE Letter of Certification must be Attached

Identify the scope of the work to be performed or supply item that will be provided by the M/WBE/SBE/DBE. **On unit price bids only, identify which bid line items the M/WBE/SBE/DBEs scope of work or supply corresponds to.**

	Subcontractor/Subconsultant ()	Supplier ()	Broker ()
Bidder intends to utilize the aforementioned M/WBE, SBE or DBE for the Work/Supply described above. The cost of the work and percentage of the total subcontractor M/WBE, SBE or DBE bid amount is:			
\$			%
Consultant intends to utilize the aforementioned M/WBE, SBE or DBE for the Work/Supply described above. The percentage of the work of the total subconsultant M/WBE, SBE or DBE will perform is:			%
If the fee amount of the work to be performed is requested, the fee amount, is:		\$	

Bidder/Consultant's Signature:	Date:
Title:	
M/WBE, SBE or DBE Firm's Signature:	Date:
Title:	

If the above named Bidder/Consultant is not determined to be the successful Bidder/Consultant, this **Letter of Intent** shall be null and void.

Letter of Intent (LOI) Checklist

*All lines must be completed or marked N/A for Not Applicable
Submit the attached completed checklist with this letter.*

Completed	
<input type="checkbox"/>	Project Number & Project Name
<input type="checkbox"/>	Section A: Name of Bidder/Consultant, Contact Person, Address, City, State, Zip, Phone, Email
<input type="checkbox"/>	Section B: Name of Certified Firm, Contact Person, Address, City, State, Zip, Phone, Email
<input type="checkbox"/>	Designation checked for MBE/WBE, SBE or DBE
<input type="checkbox"/>	Indirect Utilization: Name of subcontractor/subconsultant, supplier or broker is indicated if using the participation of a 2 nd tier subcontractor/subconsultant, supplier or broker.
<input type="checkbox"/>	Scope of work performed or item supplied by M/WBE, SBE or DBE
<input type="checkbox"/>	Line items performed, if line-item bid.
<input type="checkbox"/>	Copy of M/WBE, SBE or DBE Letter of Certification Attached
<input type="checkbox"/>	Designation checked for Subcontractor/Subconsultant, Supplier or Broker
<input type="checkbox"/>	If project is a hard bid...
<input type="checkbox"/>	Bidder has indicated dollar amount for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
<input type="checkbox"/>	Bidder has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker
<input type="checkbox"/>	If project is an RFP/RFQ...
<input type="checkbox"/>	Consultant has indicated percentage for value of work going to Subcontractor/ Subconsultant, Supplier or Broker Name & contact name for MWBE.
<input type="checkbox"/>	Fee amount if fee amount of work to be performed is requested.
<input type="checkbox"/>	Bidder/Consultant's Signature, Title & Date
<input type="checkbox"/>	M/WBE, SBE or DBE Firm's Signature, Title and Date

The complete and accurate information that is required for the Letter of Intent is based on the following sections of the Ordinance: Section 28-63 and Section 28-68. Failure to complete this information on the Letter of Intent (LOI) may automatically deem a bid or proposal non-responsive.

Division of Small Business Opportunity

JOINT VENTURE AFFIDAVIT

"The Undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the Undersigned covenant and agree to provide the City current, complete, and accurate information regarding actual joint venture work and the payment thereof and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records, and files of the joint venture, by authorized representatives of the City or Federal funding agency, if applicable. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

_____ Name of Firm	
_____ Signature	_____ Date
_____ Name	_____ Title

(Name) _____ appeared to me personally known, who, being first duly sworn, did execute the foregoing affidavit, and subscribe and swear to such affidavit before me, and did state that he or she was properly authorized by (Name of Firm) _____ to execute the affidavit and did so as his or her free act and deed.

Date: _____ Notary Public _____
State of _____ Commission Expires _____
County of _____ (Seal)
On this _____ day of _____ before me

_____ Name of Firm	
_____ Signature	_____ Date
_____ Name	_____ Title

(Name) _____ appeared to me personally known, who, being

duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Firm)

_____ to execute the affidavit and did so at his or her free act and deed.

Date: _____ Notary Public _____

State of _____ Commission Expires _____

County of _____ (Seal)

On this _____ day of _____ before me

Rev 8/2000

DIVISION OF SMALL BUSINESS OPPORTUNITY

JOINT VENTURE ELIGIBILITY FORM

Joint Venture means an association of two (2) or more business enterprises to constitute a single business enterprise to perform a City construction or professional design and construction services contract for which purpose they combine their property, capital, efforts, skills and knowledge, and in which endeavor each joint venturer is responsible for a distinct, clearly defined portion of the work of the contract, performs a commercially useful function, and whose share in the capital contribution, control, management responsibilities, risks and profits of the joint venture are equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the joint venturers and their relationship and responsibility to the contract. *D.R.M.C.28-54 (29)*.

1. Name of Joint Venture _____

2. Address of Joint Venture: _____

Address

3. Telephone number of joint venture:(_____)_____

4. Identify the firms which comprise the joint venture

A. Name: _____

Address: _____

B. Name: _____

Address: _____

C. Name: _____

Address: _____

1) Describe the role of the MBE/WBE in the Joint Venture:

(Attach additional information if necessary)

2) Briefly describe the experience and business qualifications of each non-MBE/WBE Joint Venture.

(Attach additional information if necessary)

5. Name of the Joint Venture's Business: _____
6. Provide a copy of the signed Joint Venture Agreement
7. What is the claimed percentage of MBE/WBE ownership? _____ %
8. Ownership of Joint Venture: (This need not be filled in if described in the joint venture agreement provided in question 6.)

(a) Profit and loss sharing: _____

(b) Capital contributions, including equipment: _____

Other applicable ownership interests: _____

Duration of the joint venture:
 From: _____ To: _____

9. Control of and participation in this contract. Identify which firm and those individuals (and their titles) who are responsible for the day-to-day management and policy decision making, including but not limited to those with prime responsibility for:

(a) Financial Decisions:

Firm: _____ Name: _____ Title: _____
--

(b) Management Decisions:

(1) Estimating Firm: _____ Name: _____ Title: _____
--

<p>(2) Marketing and Sales</p> <p>Firm: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>(3) Hiring and firing of management personnel</p> <p>Firm: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>(4) Purchasing of major items or supplies</p> <p>Firm: _____</p> <p>Name: _____</p> <p>Title: _____</p>
--

Note: (1) An MBE/WBE performs a commercially useful function when it is responsible for execution of a distinct element of the work of the contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether an MBE/WBE is performing a commercially useful function, the amount of work subcontracted, industry practices, and other relevant factors shall be evaluated.

(2) An MBE/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MBE/WBE participation or the MBE/WBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.

(3) A joint venture which includes one (1) or more MBE/WBEs is subject to the review and approval by the Director of DSBO and the participation will count toward satisfaction of the MBE/WBE goal upon confirmation of the utilization in the joint venture of joint management and full integration of work forces by the joint venture partners.

If there are any significant changes in this submittal, the joint venture members must immediately notify the Division of Small Business Opportunity.

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

July 24, 2015

Mr. Steve Nixon
Johnson Controls Inc.
10289 W. Centennial Road
Littleton, CO 80127

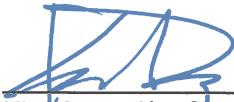
**RE: HVAC CONTROLS SYSTEM UPGRADE PHASE 4 – B CONCOURSE
REQUEST FOR PROPOSAL (RFP) NO. 201414661**

Dear Mr. Nixon:

As a result of the City's review of the proposals submitted for the HVAC Controls System Upgrade Phase 4 – B Concourse, your company has been selected for contract negotiation.

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

CITY AND COUNTY OF DENVER



Kim Day, Chief Executive Officer

**J. Somer
Shindler**

Digitally signed by J. Somer Shindler
DN: cn=J. Somer Shindler, o=DIA, ou=AIM
Development,
email=somer.shindler@flydenver.com, c=US
Date: 2015.07.23 09:59:18 -06'00'

Somer Shindler, Interim Senior Vice President
Airport Infrastructure Management (AIM)

cc: Joshua Spoon, Ken Greene, David Mashburn, Lee Walinchus, Gian Catano,
Steve Campbell, Lisa Torres, Rafael Gongon, Bridget Tetteh, Doug
Schellinger, Mary Connors, Alicia Lopez, Shala Sandoval, Emmanuel Hangar,
File

C O N T R A C T

THIS CONTRACT, made and entered into as of the date indicated on the City signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", Party of the First Part, and **JOHNSON CONTROLS, INC.**, a corporation organized and existing under and by virtue of the laws of the State of **WISCONSIN**, hereinafter referred to as the "CONTRACTOR", Party of the Second Part;

W I T N E S S E T H

WHEREAS, the City, for at least three (3) consecutive days, advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the design, construction, installation and delivery of Contract No. 201414661 Denver International Airport;

WHEREAS, proposals to said advertisement have been received by the Chief Executive Officer of Denver International Airport (the "Manager"), who has recommended that a contract for said work be made and entered into with the above named Contractor who was the lowest, responsive, qualified proposer therefor; and

WHEREAS, said Contractor affirms that this is a design-build contract and is now willing and able to perform all of said work in accordance with the Contract Documents and its proposal;

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

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

- Advertisement of Notice of Invitation for Proposals
- Instructions to Proposer
- Addenda (if any)
- Questions and Answers from the RFP
- Proposal Forms
 - Proposal letter
 - Schedule of Prices and Quantities
 - Proposal Data Forms
 - Commitment to Minority/Women Business Enterprise Participation
- Notice to Apparent Low Proposer
- Contract & Exhibits
- Performance Bond
- Payment Bond
- Notice to Proceed
- Form of Final Receipt
- Construction Contract General Conditions
- Special Conditions

Prevailing wage schedules
Insurance certificate(s)
Equal Employment Opportunity Provisions
Technical Specifications
Contract Drawings
Approved Shop Drawings
Change Directives
Change Orders

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

The Contractor agrees to commence and undertake the performance of the Work under this design-build Contract within ten (10) days of the date of issuance of a Notice to Proceed in substantially the form attached in the Special Conditions and agrees to substantially complete said Work within the Contract Time and fully complete said Work in accordance with the Contract Documents. The Contractor may complete the Project earlier than the date for substantial completion established by the Contract Time, but any claim by the Contractor based on delay shall be based upon the date for substantial completion established by the Contract Time and not on an earlier projected completion date that the Contractor may propose.

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

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

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

Acknowledgement of Scope of Work. The Contractor expressly recognizes and acknowledges that this Project must be completed within the time and fiscal constraints as set forth throughout this design-build Contract.

The Contractor further represents to the City that by executing this design-build Contract, it has been fully informed of and has thoroughly reviewed the following: the objectives of the Project; the work effort of the City's Consultants performed to date for the Project; all of the Contract Documents attached to this design-build Contract or incorporated by reference; and all of the

Work required by the Contractor by the Contract Documents. Based upon this thorough review and analysis, the Contractor represents to the City that it will provide or perform all of the necessary Work within the requirements of the Contract Documents.

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

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

Finally, the Contractor represents that it has reviewed the design-build criteria and Scope, accepts the terms and requirements thereof and affirmatively states that the Project, as expressed by these scoping documents and the Project requirements and constraints is a reasonable and constructible Project, incorporating a reasonable and workable delivery approach, schedule and budget.

ARTICLE III - DESIGN/PRECONSTRUCTION SERVICES:

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

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

Ownership of Documents. The City shall have title and all intellectual and other property rights, in and to all phased and final documents and all data used in the development of the same, including the results of any tests, surveys or inspections at the Project site, and all photographs, drawings, drafts, contract documents, studies, estimates, reports, models, notes and any other materials or work products, whether in electronic or hard copy format, created by the Contractor pursuant to this design-build Contract, in preliminary and final forms and on any media whatsoever (collectively, the "Documents"), whether the Project for which the Documents were created is executed or not. The Contractor shall identify and disclose, as requested, all such Documents to the City.

To the extent permitted by the U.S. Copyright Act, 17 USC § 101 et seq., as the same may be amended from time to time, the Documents are a “work made for hire,” and all ownership of copyright in the Documents shall vest in the City at the time the Documents are created. To the extent that the Documents are not a “work made for hire,” the Contractor hereby assigns and transfers all right, title and interest in and to the Documents to the City, as of the time of the creation of the Documents, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark, and other intellectual property rights in perpetuity.

The Contractor shall provide (and cause its employees and subcontractors to provide) all assistance reasonably requested in securing for the City’s benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of such Documents, and shall provide full information regarding the Documents and execute all appropriate documentation in applying for or otherwise registering, in the City’s name, all rights to such Documents.

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

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

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

ARTICLE IV - TERMS OF PERFORMANCE: The Contractor agrees to begin the performance of the work required under this Contract within ten (10) days after being notified to commence work by the Senior Vice President of Aviation – Airport Infrastructure Management and agrees to fully complete the Work in its entirety within two years from the date of said Notice to Proceed. This period of performance is also referred to as Contract Time. The Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

ARTICLE V - LIQUIDATED DAMAGES: It is understood and agreed by and between the City and the Contractor that, if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time or fails to substantially complete the Work described in a Milestone Area within the time set forth in the Special Conditions, the City will suffer substantial damages, which damages would be difficult to accurately determine. The parties hereto have considered the possible elements of damages and have agreed that the amount of liquidated damages for the Contractor’s failure to substantially complete the work within the Contract Time or to substantially complete the work described in Milestone Areas within the time set forth in the Special Conditions shall be those amounts listed in the Special Conditions. If the Contractor shall fail to pay such liquidated damages promptly upon demand therefor, the Surety on its Performance Bond and

Payment Bond shall pay such damages. Also, the City may withhold all, or any part of, such liquidated damages from any payment due the Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and Special Conditions. Contractor shall not be liable for liquidated damages in excess of the Maximum Contract Amount.

ARTICLE VI - TERMS OF PAYMENT: In consideration of the contractor's performance under this Contract, the City shall pay to the Contractor all amounts due and owing up to the sum of NINE MILLION SIX HUNDRED THOUSAND DOLLARS AND NO/100 (\$9,600,000.00) (the "Maximum Contract Amount"). Included within the Maximum Contract Amount is EIGHT MILLION THREE HUNDRED FORTY TWO THOUSAND SIX HUNDRED DOLLARS AND NO/100 (\$8,342,600.00) for the completion of the Design and Construction Services (the "Work") by the Contractor.

Payments will be made to the Contractor in accordance with the City's Prompt Payment Ordinance, D.R.M.C., Section 20-107, et. seq., subject to the Maximum Contract Amount stated above. In no event will the City's liability exceed the Maximum Contract Amount, as adjusted by duly authorized Change Orders, in accordance with this Contract. Contractor agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

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

ARTICLE VII - SCHEDULING, PROGRESS REPORTING, INVOICING AND EPP: The Contractors obligations to prepare and submit contract documents including but not limited to drawings, models, schedules, budgets, invoices, and progress reports, and to control correspondence are set forth in Contract Documents.

As more fully set forth in Exhibit D, the Contractor, at the conclusion of the Design Phase will prepare and present to the City an Estimated Price Proposal (the "EPP") for the Construction Phase of the Work. At the time of EPP, the parties agree to negotiate and value engineer any portions off the Work outlined in the EPP. If, the City in its sole discretion determines that it is not in its best interest to continue with the project after receipt of the EPP, the City may terminate the Contract with no further liability. If the City elects not move forward with the project, City agrees to pay the Contractor for all properly substantiated work completed prior to the date of the City's election not to move forward with the project. However, the City will compensate the Contractor for all work completed during the Design Phase. All design documents, as built drawings, Revit Modeling and EPP documents shall be the property and the City. If the City elects to move forward with the Construction Phase of the project under the negotiated EPP, the EPP scope and terms shall be memorized and codified into the contract documents as a Change Order.

ARTICLE VIII - AUTHORITY: Line of Authority. The City's Chief Executive Officer for Denver International Airport, her designee or successor in function (hereinafter referred to as the "Manager") authorizes all work performed under this Design-Build Contract. The Manager hereby delegates her authority over the work described herein to the Senior Vice President of Denver International Airport for Airport Infrastructure Management as the Manager's authorized

representative for the purpose of overseeing the work under this Design-Build Contract. The Manager's authorized representative for the day-to-day administration of the Contractor's services under this Design-Build Contract is the Project Manager. The Contractor shall submit its reports, memoranda, correspondence and submittals to the Project Manager. The Manager may rescind or amend any such designation of representatives or delegation of authority and the Manager may, from time to time, designate a different Project Manager, upon written notice to the Contractor.

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

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

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

ARTICLE XIII - APPROVALS: In the event this Contract calls for the payment by the City of Five Million Dollars (\$5,000,000.00) or more, approval by the City Council of the City and County of Denver, acting by Ordinance in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution and performance of this Contract.

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

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

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

ARTICLE XVII - COORDINATION OF SERVICES: The Contractor agrees to perform its work under this Contract in accordance with the operational requirements of DIA, and all work and movement of personnel or equipment on areas included within the DIA site shall be subject to the regulations and restrictions established by the City or its authorized agents.

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

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

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

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

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

Article XXIII - HAZARDOUS MATERIALS: Contractor shall be responsible for removing or disposing of any Hazardous Materials that it uses in providing Work or Services (“Contractor Hazardous Materials”) and for the remediation of any areas impacted by the release of Contractor Hazardous Materials. For other Hazardous Materials that may be otherwise present at its facilities (“Non-Contractor Hazardous Materials”), City shall supply Contractor with any information in its possession relating to the presence of such materials if their presence may affect Contractor’s performance of the Work or Services. If either City or Contractor becomes aware of or suspects the presence of Non-Contractor Hazardous Materials that may interfere with Contractor’s Work or Services, it shall immediately stop the Work or Services in the affected area and notify the other’s contacts. The Contractor shall not be responsible for removing and disposing of Non-

Contractor Hazardous Materials from the facilities and the remediation of any areas impacted by the release of the Non-Contractor Hazardous Materials, unless Contractor had actual knowledge that Non-Contractor Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) Contractor shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials.

The Contractor and Contractor's subcontractors, and their respective directors, officers, employees, agents, representatives, successors and assigns shall not be liable, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and costs of defense), claims, causes of action or liability, directly or indirectly, relating to or arising from the City's use, or the storage, release, discharge, handling or presence of mold (actual or alleged and regardless of the cause of such condition) or Non-Contractor Hazardous Materials on, under or about the facility, or the noncompliance with this Article.

[END OF PAGE]

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number:

By: Matthew Gompert

Name: Matthew E Gompert
(please print)

Title: Branch General Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Johnson Controls, Inc., a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as the "Contractor" and Liberty Mutual Surety, a corporation organized under the laws of the State of MA, and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of Nine Million, Six Hundred Thousand Dollars and No/100 (\$9,600,000.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of Contract No. 201414661, Design Build for HVAC Controls System Upgrade Phase 4 – B Concourse, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this performance bond is such that if the Contractor:

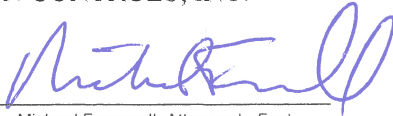
1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays the City all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees, that the City sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools, or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 26th day of October, 2015.

JOHNSON CONTROLS, INC.

By: 
~~President~~ Michael Frommell; Attorney-In-Fact

LIBERTY MUTUAL INSURANCE COMPANY


SURETY

By: 
Attorney-in-Fact Cathy Hutson

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

CITY AND COUNTY OF DENVER

By: 
MAYOR **ACTING MAYOR**

By: 
Chief Executive Officer
DENVER INTERNATIONAL AIRPORT

APPROVED AS TO FORM:

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

By: 
Assistant City Attorney

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Johnson Controls, Inc., a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as the "Contractor" and Liberty Mutual Surety, a corporation organized under the laws of the State of MA, and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of Nine Million, Six Hundred Thousand Dollars and No/100 (\$9,600,000.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Contractor has entered into a written contract with the City for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the construction of Contract No. 201414661, Design Build for HVAC Controls System Upgrade Phase 4 – B Concourse, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

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

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.


[END OF PAGE]

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 26th day of October, 2015.

JOHNSON CONTROLS, INC.

By: 
~~President~~ Michael Frommell; Attorney-In-Fact

LIBERTY MUTUAL INSURANCE COMPANY
SURETY

By: 
Attorney-in-Fact Cathy Hutson

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

CITY AND COUNTY OF DENVER

By: 
MAYOR **ACTING MAYOR**

By: 
Chief Executive Officer
DENVER INTERNATIONAL AIRPORT

APPROVED AS TO FORM:

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

By: 
Assistant City Attorney

Johnson Controls, Inc.
5757 N. Green Bay Avenue
Milwaukee, WI 53209



DELEGATION OF AUTHORITY

The undersigned, President of Johnson Controls, Inc., a Wisconsin corporation (the "Company"), pursuant to the authority vested in him by a certain resolution adopted by the Board of Directors of the Company on January 23, 1980, hereby authorizes

Michael Frommell
Treasury Manager

to perform, on behalf of the Company, and any wholly-owned subsidiaries, the acts described below:

To execute and deliver, as attorney-in-fact for the Company, any and all surety bonds necessary and proper in carrying on the business of the Company.

This authority does not extend to:

- a. the execution of contracts for the performance of work, sale of goods, and furnishing of services;
- b. the collection, receipt and recovery of monies due or to become due to the Company and the issuance of receipts and releases for the payment thereof;
- c. the signing of any notes, contracts, or any other agreement to borrow money in the name of the Company; and
- d. the signing, on behalf of the Company, of any deeds, abstracts, offers to purchase, or any other instruments pertaining to the purchase or sale of real property.

This authority shall remain in full force and effect for one (1) year from the date of issue.

Signed at Milwaukee, Wisconsin, this 10th day of March 2015.

A large, stylized handwritten signature in black ink, appearing to read 'Alex A. Molinaroli', written over a horizontal line.

Alex A. Molinaroli, President

Attest:

A handwritten signature in blue ink, appearing to read 'Brad J. Cadwalader', written over a horizontal line.

Brad J. Cadwalader, Secretary



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

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

Certificate No. 7087353

American Fire and Casualty Company
The Ohio Casualty Insurance Company

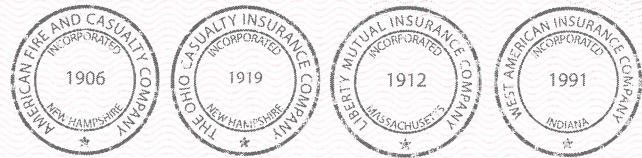
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cathy Hutson; Daniel J. Kwiecinski; Daniel J. Sapiro; Kathleen A. Crary; Lisa M. Slakes; Lucy A. Hantzsch; Sarah E. DeYoung; Tracy K. Matthews, Wendy S. Miller

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of August, 2015.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of August, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS – Section 12. Power of Attc-ney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of October, 2015.



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

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

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

CITY AND COUNTY OF DENVER

DEPARTMENT OF AVIATION

NOTICE TO PROCEED

Date:

TO: [Proposer name and address]

You are hereby authorized and directed to proceed on this date with the work of constructing CONTRACT NO. 201414661, Design-Build Services for HVAC CONTROLS SYSTEM UPGRADE PHASE 4 - B CONCOURSE, Denver International Airport, Denver, Colorado, as set forth in detail in the Contract Documents for the City and County of Denver.

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

CITY AND COUNTY OF DENVER

By _____
Deputy Manager of Aviation,
Airport Infrastructure Management

By _____
Chief Executive Officer

CITY AND COUNTY OF DENVER

DEPARTMENT OF AVIATION

FINAL RECEIPT

Denver, Colorado

Received this date of the City and County of Denver, as full and final payment of the cost of the construction of Contract No. 201414661, Denver International Airport, Denver, Colorado, provided for in the foregoing Contract, [Payment amount] Dollars and _____ Cents (\$ _____), in cash, being the remainder of the full amount accruing to the undersigned by virtue of said Contract; said cash also covering and including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned hereby releases said City and County from all claims whatsoever growing out of said Contract.

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

CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION
DEPARTMENT OF PUBLIC WORKS
STANDARD SPECIFICATIONS FOR CONSTRUCTION
CONSTRUCTION CONTRACT GENERAL CONDITIONS
2011 Edition

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SPECIAL CONDITIONS
Contract No: 201414661
Design-Build Services for CONTRACT NAME

SC-1 CONSTRUCTION CONTRACT GENERAL CONDITIONS

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

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

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

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

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

Delete General Condition 403.1.

SC-3 REVISIONS TO G.C. 201

The second sentence of General Condition 201 is amended to read: "The unit responsible for this management and control is the Airport Infrastructure Management Office under the supervision of the Deputy Manager of Aviation for Maintenance and Airport Infrastructure Management."

SC-4 CITY LINE OF AUTHORITY AND CONTACTS

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

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

Deputy Manager of Aviation for Airport Infrastructure Management (the "Deputy Manager" under G.C. 109), who reports to the Manager. The Manager is David Rhodes, Airport Infrastructure Management Office, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

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

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

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

SC-5 CONTRACTOR PERFORMANCE; SUBCONTRACTING

With respect to General Condition 501, no more than 85% of the work may be subcontracted.

SC-6 COOPERATION WITH OTHERS

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

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

<u>Contract No.</u>	<u>Description</u>
<u>None at this time</u>	

SC-7 PROSECUTION AND COMPLETION OF THE WORK:

The Work to be performed under the Contract is issued as Task Orders. 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 an existing On Call Contractor, or bid between existing On Call Contractors and/or other active airport contractors.

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

contract terms. All contractor proposals for Task Order work or Task Order Change Orders will include a breakdown of costs by Construction Specification Institute Divisions. Proposal line items will include quantities and units of work as well as man-hours and material cost per unit. Work for which a negotiated cost agreement cannot be reached between the City and the Contractor may be, at the direction of the Assistant Manager, performed and compensated on a time and materials basis, with the associated markups applied.

The City may choose, in its discretion, to competitively bid Task Orders among two (2) or more other contractors. Bids for such Task Orders should be submitted per the requirements provided by the City, and may not necessarily require utilization of the rates and markups submitted in the initial On Call Construction contract. Changed work in competitively bid Task Orders will utilize the rates and markups submitted in the initial On Call Construction contract.

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

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

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

SC-8 LIQUIDATED DAMAGES

Milestones and related Liquidated Damages will be identified in each Task Order. If the Contractor fails to complete the work within the negotiated time specified in the Task Order and/or Notice to Proceed, or any extension thereof, the Contractor shall pay the City liquidated damages in the amount of \$1,00.00 per day unless otherwise noted in the Task Order.

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

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

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

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

SC-9 FACILITY SECURITY AND PERSONNEL ACCESS

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

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

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

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

The construction of all the Project / Task Items that involve the breaching of any airport perimeter security boundary or continued access to restricted access rooms or areas will require the posting of authorized contract security personnel to maintain required security controls. The Contractor's **Guarantee Maximum Price / Total Contract BID Amount / Task Order Proposal** shall include the cost of providing security services to maintain control and supervision of any and all airport perimeter security boundary breaches and for the duration of work activities where access to restricted areas is required and until the airport perimeter security boundaries are reestablished.

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

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

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

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

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

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

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

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

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

SC-10 CONSTRUCTION ACCESS AND PARKING

The work sites may be located at the Denver International Airport and the Peña Blvd. The Contractor shall have access to the work site pursuant to instructions given in each Task Order or

Notice to Proceed.

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

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 DIA must be approved by DIA Technologies.

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

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

SC-15 ATTORNEY'S FEES

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

SC-16 INSURANCE TO BE PROVIDED BY THE CONTRACTOR

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

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

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

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

The City and County of Denver in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or sub-contractors. The Contractor shall assess its own risks as it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types.

Contractor shall furnish the City and County of Denver with certificates of insurance (ACORD form or equivalent approved by CCD) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of the Contract. All insurance coverages for sub-contractors shall be subject to the minimum requirements identified in the Exhibit. All sub-contractors certificates and endorsements shall be received and approved by the Contractor before work commences. The City reserves the right to request copies of these certificates at any time.

All certificates required by this Contract shall be sent directly to Denver International Airport, Business Management Services, Airport Office Building, Room 8810, 8500 Pena Boulevard, Denver, Colorado 80249. The City project/Contract number and project description shall be noted

on the certificate of insurance.

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

SC-17 SUBCONTRACTOR RELEASES

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

SC-18 ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS, FEDERAL PROVISIONS

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

SC-19 APPLICATIONS FOR PROGRESS PAYMENTS; G.C. 902.3

General Condition 902.3 is amended to read as follows:

"3. The Contractor shall prepare an estimate of Work completed on application for progress payment forms supplied by the Project Manager. These forms shall be completed in the computerized format or such format as required by of the Technical Specifications. The Contractor shall submit with the application for progress payment a monthly progress report and a schedule showing actual progress to date compared with scheduled progress and the releases required by G.C. 902. The Project Manager after the receipt of each application of progress payment review the application and either recommend to the Deputy Manager such amounts as the Project Manager reasonably determines are due or notify the Contractor in writing of the reasons withholding his approval as provided in G.C. 904. The estimate, when recommended by the Project Manager and signed by the Deputy Manager, establishes the total amount due the Contractor. From this estimate are deducted sums already paid and sums to be withheld. This estimate is then attached to a standard City payment voucher. The estimate of Work completed and the payment voucher, are then sent to the Manager of Finance of the City where a pre-audit examination (including Contractor's and subcontractor's payrolls) is conducted, and upon approval by the Manager of Finance, a warrant is issued."

SC-20 ESTIMATED QUANTITIES OF UNIT PRICED ITEMS

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

SC-21 REVISIONS TO G.C. 1102

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

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

SC-22 LISTING OF ACCEPTABLE MANUFACTURERS

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

SC-23 ACCESSIBLE PARKING SPACES, ACCESS AISLES AND ROUTES OF TRAVEL

If any Work is performed in or adjacent to parking facilities at the Airport, the Contractor is responsible for compliance with this SC-30. "Accessible" parking spaces and access aisles as used in this SC-30 mean parking spaces and access aisles which are accessible for, and reserved for use by, persons with disabilities. These parking spaces and access aisles are designed and built to standards established by federal regulations implementing the Americans with Disabilities Act of 1990 ("ADA"), and are marked by signage. "Accessible routes of travel" as used herein means routes through parking facilities which comply with ADA accessibility standards, including degree of slope and absence of obstructions.

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

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

Before blocking or relocating accessible parking spaces or accessible routes of travel, the contractor must obtain written approval from the DIA ADA Compliance Officer, by submitting a completed request form, which will be provided to the Contractor by the Project Manager at the preconstruction meeting if it is not included as a standard form in Section 01999 of the Technical Specifications. The request shall include the location of alternative spaces and/or routes, and specifications of the temporary signage to be used. Work shall not proceed without this approval.

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

SC-24 SUBCONTRACTOR PAYMENTS AND SUBCONTRACTOR RELEASES – REQUIRED USE OF THE B2G CONTRACT MANAGEMENT SYSTEM

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

SC-25 CHANGES AND/OR ADDITIONS TO THE CONSTRUCTION CONTRACT GENERAL CONDITIONS HEREINAFTER REFERRED TO AS "GCs:"

- Architect / Engineer - The term architect / engineer shall mean professionals licensed and/or registered by the State of Colorado who have contracted with the Design-Build Contractor or who is otherwise a part of the Design-Build Contractor to accomplish the architectural and engineering services necessary for the Project.
- GC 106 CONTRACTOR - Any reference to the term "Contractor" in the General Contract Conditions or elsewhere in the Contract Documents shall mean the Design-Build Contractor.
- GC 107 CONTRACTOR PERSONNEL - Any reference to the term "Contractor Personnel" in the General Contract Conditions or elsewhere in the Contract Documents shall mean the Design-Build Contractor.
- GC 110 DESIGNER is deleted all "designer" references elsewhere in the General Contract Conditions are deleted.
- GC 313 SUGGESTIONS TO CONTRACTOR - delete "or by Designer" in the first sentence.
- GC 401 CONTRACTOR DOCUMENTS, REVIEW AND INTERPRETATION - The intent, standards and documents' interpretation in this General Condition remains the same as stated, however the application of this section should be read to harmonize it with the understanding that the Design-Build Contractor has the principle responsibility for Project drawings and specifications. If conflicts or variances are discovered, then any modifications, deletions, changes or additions to the Contract Documents, as addressed in this General Condition, must be submitted to the Project Manager and City for review and approval.

- GC 403 CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR - The application of this section should be read to harmonize it with the understanding that the Design-Build Contractor has the principle responsibility for the for development of the Project drawings and specifications.
 - .1 is deleted and replaced with the following:

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

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

The Contract Documents provided to the City by the Design-Build Contractor shall be provided to its Subconsultants, Subcontractors, Vendors and Suppliers in identical form.
- GC 404 REQUESTS FOR INFORMATION OR CLARIFICATION – This section remains the same with note that the Design-Build Contractor produces all Contract Drawings and Technical Specifications, therefore requests for review, information and clarification are internal to the Design-Build Contractor, however all such requests shall also be reviewed and approved by the Project Manager.
- GC 405 SHOP DRAWINGS, PRODUCTDATA AND SAMPLES – delete all references therein to “Designer” and replace with “Project Manager” if not already so referenced.
- GC 1401 DIFFERING SITE CONDITIONS
 - .1 is deleted and replaced with the following:

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

 - A. A description of the subsurface physical conditions at the work site differing materially from those indicated in historical documentation provided by the City; or
 - B. Unknown physical conditions at the Work site, of an unusual nature,

differing materially from those ordinarily encountered and generally recognized as inherent in conditions located on the airport site or described in other available documentation.

- GC 1402 SITE INSPECTIONS AND INVESTIGATIONS

- .1 Delete the first three sentences.

- .2A is deleted and replaced with the following:

- The Design-Build Contractor acknowledges that certain soil reports, borings and other geotechnical data have been made available for inspection and review, if available, from the City. These borings and other geotechnical data may have been made by the City or City's consultants and contractors from prior projects and were not intended to provide accurate data for the Project nor are they intended to be interpreted for use in temporary construction facilities designed by the Design-Build Contractor.

- GC Title 15 PERFORMANCE AND PAYMENT BONDS - This section is not applicable to the design phase of the Project.

- GC 1602.6 is added to read as follows:

- UNDER NO CIRCUMSTANCES WILL THE AMOUNT OF EACH PARTY'S DAMAGES OR LIABILITY UNDER THIS AGREEMENT EXCEED three times (3x) the Maximum Contract Amount of the Agreement set forth in Article VI of the Agreement.

- GC 1801.9 is added to read,

- These warranties are in lieu of all other warranties, express or implied, including but not limited to those of merchantability and fitness for a specific purpose.

- GC 1903 CERTIFICATE OF SUBSTANTIAL COMPLETION – the first sentence of this GC is deleted and replaced with the following:

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

SC-26 WAIVER OF COLORADO CONSTRUCTION DEFECT ACTION REFORM ACT

Waiver of C.R.S. 13-20-802 et. seq.: The Design-Build Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated

C.R.S. 13-20-802 et. seq.) relating to design and construction defects in the Project under this Agreement.

SC-27 LEED CERTIFICATION

The Design-Build Contractor shall provide all necessary design and construction services for the Project to obtain and be certified for LEED® Silver Certification with the goal of achieving LEED® Gold Certification, through the Green Building Certification Institute (GBCI), U.S. Green Building Council (USGBC), under the LEED® 2009 Rating System or the most current at time of Project registration.

SC-28 GREENPRINT DENVER OFFICE AND SUSTAINABILITY POLICY

Where applicable, the Design-Build Contractor shall provide all necessary design and construction services for the Project to comply with Executive Order No. 123 – Greenprint Denver Office and Sustainability Policy. Such compliance shall include, but not limited to, LEED Certification and Energy Star.

SC-29 PAYMENT PROCEDURE REQUIREMENTS

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

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

<u>Agency/Firm</u>	<u>Name</u>	<u>Telephone</u>
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In accordance with General Contract Condition 906, APPLICATIONS FOR PAYMENT, each Application submitted shall include the following:

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

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

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

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

INSURANCE

REQUIREMENTS

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

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

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

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

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

EXHIBIT Q
OWNER CONTROLLED INSURANCE PROGRAM (ROCIP)

1.0 Definitions

Certificate of Insurance:	Evidence of the insurance coverage afforded under the ROCIP. Also, evidence of insurance coverage provided by Enrolled Parties for automobile liability and offsite exposures.
Contract:	The written agreement between the City and Contractor describing the Work, Contract Terms and Conditions, or a portion thereof. Also includes a written agreement between a Contractor and any tier of subcontractor.
Contractor:	Prime Contractor, subcontractors of any tier.
Contractor insurance cost	The Costs of ROCIP Coverage is defined as the amount of Contractor's and eligible Subcontractors' of every tier reduction in insurance costs due to the ROCIP Program.
City (Sponsor):	City of Denver
Owner Controlled Insurance Program (ROCIP):	A coordinated insurance program providing certain coverage, as defined herein, for the City, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.
Eligible Employees:	Employees of 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. No insurance coverage provided by City under the ROCIP shall extend to the activities or products of the following: <ol style="list-style-type: none">(1) Any person or organization that fabricates or manufactures products, materials or supplies away from the Project Site(s);(2) Hazardous materials remediation, removal, or transportation companies and their consultants;(3) Any architect, engineer or surveyor and their consultants except when approved by City;

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

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

Insurers Those Insurance Companies providing the ROCIP insurance coverage. The Insurers will be identified in the ROCIP 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 ROCIP Administrator through the providing of contractors' rate and declaration pages from their Insurance policies.

ROCIP Administrator: Insurance services firm selected by the City to administer the ROCIP and provide insurance brokerage services as required.

ROCIP Manual: A reference document provided to contractors of all tiers, which summarizes the terms and provisions of the ROCIP and provides information about compliance with ROCIP requirements.

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.

- Project:** The Project as defined in the contract documents and as described in the Declarations of the ROCIP policies.
- Project Site:** Those areas designated in writing by The City of Denver in a Contract document for performance of the Work and such additional areas as may be designated in writing by The City of Denver for Contractor's use in performance of the Work. Subject to ROCIP Insurers written approval, the term "Project Site" shall also include: (1) field office sites, (2) property used for bonded storage of material for the Project approved by The City of Denver, (3) staging areas dedicated to the Project, and (4) areas where activities incidental to the Project are being performed by Contractor or Subcontractors covered by the worker's compensation policy included in the ROCIP, but excluding any permanent locations of Contractor or such covered Subcontractors.
- Subcontract:** The written agreement between Contractor and Subcontractor, or between Subcontractor and a lower tier Subcontractor, describing the Work, Subcontract Terms and Conditions, or a portion thereof.
- Subcontractor:** Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor to perform Work at the Project Site and any of these Subcontractor's lower-tier subcontractors.
- Work:** Operations, as fully described in the Contract and Subcontract, performed at the Project Site.

2.0 General Information

- 2.1 **Insurance Provided by City.** City has arranged for this Project to be insured under an ROCIP. Coverage shall be provided for Workers' Compensation, Employer's Liability, General Liability, Excess Liability, Builders Risk (if applicable) and Contractors Pollution Liability as outlined herein and as defined by the respective policies for each coverage, for the period from the start of Work through completion and final acceptance by City, except as otherwise provided herein.
- 2.2 **Enrollment Required.** Parties performing labor or services at the Project site are eligible to enroll in the ROCIP, unless they are Excluded Parties (as defined herein). Participation in the ROCIP is mandatory but not automatic. Parties eligible for enrollment shall follow the procedures and use the forms provided in the ROCIP manual to enroll in the ROCIP. When the Contractor and Subcontractors and lower-

tier subcontractors are properly enrolled in the ROCIP, the ROCIP Administrator will issue or have issued to the Contractor, Subcontractor and lower-tier subcontractors, prior to their commencing Work on the Project Site, a Certificate of Insurance evidencing the coverage arranged by City.

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

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

3.0 Summary of Insurance Coverage

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

Workers' Compensation & Employer's Liability:

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

Part One: Workers' Compensation:	Statutory Limits
Part Two: Employer's Liability:	
Bodily Injury by Accident:	\$2,000,000 each accident
Bodily Injury by Disease:	\$2,000,000 each employee
Bodily Injury by Disease:	\$2,000,000 policy limit

General Liability (excluding Automobile Liability and Professional Liability):

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

Limits of Liability:

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

Above limits are shared for all Roadway Projects/Contracts.

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

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

Minimum Limits of Liability:

Each Occurrence	\$50,000,000 or more
General Aggregate	\$50,000,000 or more

Products/Completed Operations Aggregate \$50,000,000 or more

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

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

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

For each Contract Per Occurrence:

\$1,000 for Enrolled Party with contracts up to \$100,000

\$5,000 for Enrolled Party with contracts between \$100,001 and \$250,000

\$10,000 for Enrolled Party with contracts between \$250,001 and \$500,000

\$25,000 for Enrolled Party with contracts over \$500,000

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

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

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

Limits of Liability:

Each Loss: \$10,000,000 or more

Policy Aggregate: \$10,000,000 or more

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

Contractors Pollution Insurance Claims Chargeback. A claims charge-back will be assessed for the amount of any loss payable under the Contractors Pollution. Up to the first \$5,000 of any loss will be paid by Contractor. This includes all expenses or claim payments incurred by the ROCIP Insurer for losses attributable to the Contractor's work, acts or omissions, or the work, acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible

subcontractor but in no event may require total subcontractor reimbursement in excess of \$5,000.

Builder's Risk Insurance (if required)

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

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

This builder's risk insurance shall cover portion of the Work stored off site, and also portions of the Work in transit.

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

Builder's Risk Insurance Claims Chargeback. A claims charge-back will be assessed for the amount of any loss payable under the Builder's Risk Policy. Up to the first \$5,000 of any loss will be paid by Contractor. This includes all expenses or

claim payments incurred by the ROCIP Insurer for losses attributable to the Contractor's work, acts or omissions, or the work, acts or omissions of any tier of subcontractor. Contractor may elect to pass this charge through to any responsible subcontractor but in no event may require total subcontractor reimbursement in excess of \$5,000.

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

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

\$2,000,000 Combined Single Limit

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

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

\$1,000,000 Bodily Injury with Accident – Each Accident

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

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

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

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

Primary Insurance

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury and Advertising Injury

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

Such policy shall include coverage for contractual liability assumed under the Contract, contractors' protective liability, and explosion, collapse and underground property

damage hazards. The Policy Form should be CG 00 01 or equivalent. Contractor and Subcontractors of all tiers will be required to provide additional Insured status to the City for general liability policies in the name of:

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

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

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

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

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

4.0 Contractor Warranties and Agreements

4.1 Accuracy of Contractor-provided Information. Contractor warrants that all information submitted to the City or the ROCIP Administrator is accurate and complete to the best of its knowledge. Contractor will notify the City or Administrator immediately in writing of any errors discovered during the performance of the work.

4.2 Contractor Responsible To Review Coverage. Contractor acknowledges that all references to ROCIP policy terms, conditions, and limits of liability in this document,

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

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

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

5.0 Contractor Obligations

5.1 **ROCI Documents shall be provided to Subcontractors.** Contractor shall furnish each bidding Subcontractor, vendor, supplier, material dealer or other party a copy of this ROCIP Exhibit and the ROCIP Manual and shall incorporate the terms of this Exhibit in all contracts and agreements entered into for performance of any portion of the Work.

5.2 **Timely Enrollment Required.** Contractor shall enroll in the ROCIP within five (5) days request by City or its ROCIP Administrator. Contractor shall notify each Subcontractor of the procedure for enrolling in City's ROCIP and confirm that enrollment is mandatory but not automatic. Contractor shall assure that Subcontractor and its lower-tier subcontractors shall not commence work until verification of enrollment is confirmed by the ROCIP Administrator by the issuance of a Certificate of Insurance.

5.3 **Compliance with Conditions.** Contractor shall not violate any condition of the policies of insurance provided by City under the terms of this ROCIP Exhibit or the ROCIP Manual. All requirements imposed by the subject policies and to be performed by Contractor shall likewise be imposed on, assumed, and performed by each Subcontractor and their lower-tier subcontractors.

5.4 **Claims Cooperation.** Contractor shall participate in the claim reporting procedures of City's ROCIP. Contractor agrees to assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of operations within the scope

of the Work required by the Contract, and to cooperate with the Insurer in all claims and demands which City's Insurer(s) is called upon to adjust or to defend against. Contractor shall take all necessary action to assure that its Subcontractors and their lower-tier subcontractors comply with any such request for assistance and cooperation. This obligation includes, without limitation, providing light or modified duty for injured workers, appearing in mediation, arbitration or court proceedings and/or participating in settlement meetings, as may be required

5.5 **Monthly Payroll Submission.** All Enrolled Parties shall submit monthly payrolls and worker-hour reports to City or ROCIP Administrator on the form required in the ROCIP manual. This reporting form will be provided to all Contractors at time of enrollment into the ROCIP. Failure to submit these reports may result in funds being held or delayed from monthly progress payments. The form must be submitted for each month, including zero (0) payroll, if applicable, until completion of the Work under each Contract and Subcontract. For those Subcontractors and lower-tier subcontractors performing Work under multiple Subcontracts, a separate form is required for each Subcontract under which Work is being performed.

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

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

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

6.0 Notices, Costs

6.1 **Limitations on City Provided Coverage.** City assumes no obligations to provide insurance other than that evidenced by the policies referred to in Paragraph 3.1 and

subparagraphs. City, however, reserves the right to furnish insurance coverage of various types and limits provided that such coverage shall not be less than that specified in Paragraph 3.1 and the costs of such insurance shall be paid by City. The ROCIP also does not cover Workers' Compensation claims or Commercial General Liability claims arising from "Off-Site Work."

- 6.2 **Contractors Responsible for Own Equipment.** Contractors' Equipment insurance for all construction tools and equipment whether owned, leased, rented, borrowed or used on work at the Project Site is the responsibility of the Contractor and/or Subcontractor, and the City shall not be responsible for any loss or damage to tools and equipment. This Contractors' Equipment insurance shall contain a waiver of subrogation against City and/or its representatives and all approved Contractors and Subcontractors. If an individual Enrolled Party does not purchase such insurance, that Enrolled Party will hold harmless City and/or its representatives and other Enrolled Parties for damage to tools and equipment.
- 6.3 **No Release; No Waiver of Immunity.** The provision of the ROCIP shall in no way be interpreted as relieving CM or any Subcontractor of any responsibility or liability under the Contract Documents, the ROCIP Policies, or Applicable Laws, including, without limitation, Contractor's and Subcontractor's responsibilities relative to indemnification and their obligation to exercise due care in the performance of the Work and to complete the Work in strict compliance with the Contract Documents. The parties hereto understand and agree that the City, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City, its officers, officials and employees.
- 6.4 **City Right to Withhold Payments.** In addition to any other rights of withholding that City may have under the Contract Documents, City has the right to withhold any payments otherwise due to Contractor in the event of a failure by Contractor or any Subcontractor to comply with the requirements of this Exhibit or the ROCIP Manual. City may withhold from any payment owing to Contractor the Costs of ROCIP Coverage if included in a request for payment. Such withholding by City shall not be deemed to be a default under the Construction Contract. City shall withhold from Contractor the Costs of ROCIP Coverage attributable to an increase in an Enrolled Party's total payroll for the Work over the amount reported to City and ROCIP Administrator at time of enrollment in the ROCIP.
- 6.5 **City Remedies.** Without limitation upon any of City's other rights or remedies, any failure of an Enrolled Party to comply with any provision of this Exhibit or the ROCIP Manual shall be deemed a material breach of the Construction Contract, thereby entitling City, at its option, upon notice to Contractor, to suspend performance by Contractor, without any adjustment to Contract Sum Payable or Contract Time, until there is full compliance, or (2) or terminate this Construction Contract for cause.

- 6.6 **Off-Site Storage.** Unless otherwise provided in the Contract Documents, the property insurance provided by the City shall not cover portions of the Work stored off the Site without written approval of the City. Contractor shall be responsible for reporting such property or work if ownership has been transferred to the City. If ownership rests with the Contractor, Contractor shall be responsible for obtaining insurance to protect its interests.
- 6.7 **Partial Occupancy.** Partial occupancy or use shall not commence until the insurance company or companies providing builders risk and/or property insurance have consented to such partial occupancy or use by endorsement or otherwise. The City and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.
- 6.8 **City Right to Exclude Parties from ROCIP.** City reserves the right to exclude any Subcontractor from the ROCIP, before or after enrollment by the Subcontractor into the ROCIP. If City elects to exclude a Subcontractor from the ROCIP, the Contractor will be responsible for ensuring the insurance coverage outlined in the Contractor's Subcontract Agreement are provided to the City or ROCIP Administrator before the Subcontractor can begin or resume work on the Project.
- 6.9 **City's Right to Modify or Discontinue ROCIP Coverages.** The City may, for any reason, modify the ROCIP Coverages, discontinue the ROCIP, not bind the ROCIP Coverages, or request that Contractor or any Subcontractor withdraw from the ROCIP upon thirty (30) Days' written notice. The Contractor and the Subcontractors shall in such an event secure and maintain such insurance as is required to provide replacement coverage comparable to that provided under the ROCIP. Provided that the foregoing is not the result of any failure by the Contractor or any Subcontractor to comply with the requirements of the Contract Documents or ROCIP Reference Guide, the costs of such replacement insurance shall be deemed a Cost of Work for which the Contractor shall be entitled to a Contract Adjustment, without any sum added thereto for Allowable Markup. The form, content, limits of liability, cost and the rating of the insurer issuing such replacement insurance shall be subject to the City's prior written approval.
- 6.10 **City Right to Purchase Other Coverages.** The City reserves the right at its option, and without obligation to do so, to furnish other insurance coverage of various types and limits if such coverage is not less than that specified in the Contract Documents to be provided by the City. Apart from the ROCIP Coverages, the City may at its option purchase additional insurance coverages that insure the Project that may not necessarily insure the Contractor or the Subcontractors. Without limitation, examples of such coverage may include pollution liability, excess professional liability, and excess automobile liability insurance.

**DENVER INTERNATIONAL AIRPORT
PARTIAL RELEASE**

DEPARTMENT OF AVIATION

**FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT
(SUBCONTRACTOR/SUPPLIER)**

	Date: _____, 20__ .
(NAME OF CONTRACTOR)	Subcontract #: _____ .
	Subcontract Value: \$ _____ .
(NAME OF SUBCONTRACTOR/SUPPLIER)	Last Progress Payment: \$ _____ . Date: _____ .
Check Applicable Box: <input type="checkbox"/> DBE <input type="checkbox"/> MBE/WBE	Total Paid to Date: \$ _____ . Date of Last Work: _____ .

The Undersigned hereby certifies that all costs, charges or expenses incurred by the undersigned or on behalf of the undersigned for any work, labor or services performed and for any materials, supplies or equipment provided on the above referenced Project or used in connection with the above referenced Subcontract (the "Work Effort") have been duly paid in full.

The Undersigned further certifies that each of the undersigned's subcontractors and suppliers that incurred or caused to be incurred, on their behalf, costs, charges or expenses in connection with the undersigned's Work Effort on the above referenced Project have been duly paid in full.

In consideration of \$_____ representing the Last Progress Payment referenced above and in further consideration of the Total Paid to Date, also referenced above, and other good and valuable consideration received and accepted by the undersigned this ____ day of _____, 20__, the Undersigned hereby releases and discharges the City and County of Denver (the "City"), the above referenced City Project, the City's premises and property and the above referenced Contractor from all claims, liens, rights, liabilities, demands and obligations, whether known or unknown, of every nature arising out of or in connection with the performance of the work effort.

As additional consideration for the payments referenced above, the undersigned agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and assigns and the above-referenced Contractor from and against all costs, losses, damages, causes of action, judgments under the subcontract and expenses arising out of or in connection with any claim or claims against the City or the Contractor which arise out of the Undersigned's performance of the Work Effort and which may be asserted by the Undersigned or any of its suppliers or subcontractors of any tier or any of their representatives, officers, agents, or employees.

It is acknowledged that this release is for the benefit of and may be relied upon by the City and the referenced Contractor.

The foregoing shall not relieve the undersigned of any obligation under the provisions of the

Undersigned's subcontract, as the subcontract may have been amended, which by their nature survive completion of the Undersigned's work effort including, without limitation, warranties, guarantees, insurance requirements and indemnities.

STATE OF COLORADO) ss. CITY OF _____)	_____ (Name of Subcontractor)
Signed and sworn before me this day of _____, 20 .	By:
Notary Public/Commissioner of Oaths My Commission Expires	Title:

**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/

/s/

Attorney for the City and County of Denver

Manager of Public Works

Mana

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

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

Revised November 1, 1990

**RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

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

RULE I – DEFINITIONS

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

RULE II – NOTICE OF HEARING

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

RULE III – HEARING

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

REGULATIONS

REGULATION NO. 1 - ORDINANCE

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

REGULATION NO. 2 - EXEMPTIONS

Each contract and subcontract, regardless of the dollar amount, shall be subject to affirmative action requirements unless specifically exempted in writing individually by the Manager.

Exemptions apply only to "affirmative action" in equal employment opportunity, and are not to be construed as condonation in any manner of "discrimination" or "discriminatory practices" in employment because of race, color, creed, sex, age, national origin, religion, marital status, political opinion or mental or physical handicap.

REGULATION NO. 3 - DIRECTOR OF CONTRACT COMPLIANCE

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

REGULATION NO. 4 - GOALS AND TIMETABLES

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

REGULATION NO. 5 - AWARD OF CONTRACTS.

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

REGULATION NO. 6 - PUBLICATION AND DUPLICATION.

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

REGULATION NO. 7 - NOTICE TO PROCEED.

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

REGULATION NO. 8 - CONTRACTS WITH SUBCONTRACTORS.

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

1. Advertise invitations for subcontractor 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 and County of Denver monies.
2. APPENDIX B: Equal Opportunity Clause (11246) - ALL FEDERAL ASSISTED.
3. APPENDIX C: Section 3 - Assurance of Compliance - HUD ASSISTED PROJECTS.
4. APPENDIX D: Section 3 - Clause - HUD ASSISTED PROJECTS.

REGULATION NO. 11 - SHOW CAUSE NOTICES.

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

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

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

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

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

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Each Contractor will comply with all provisions of Article, Division 2 of Chapter 28 of the Denver Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager of Public Works and the Director of the Division of Small Business Opportunity.

5. The Contractor will furnish all information and reports required by Article m, Division 2 of Chapter 28 of the Denver Revised Municipal Code, and by rules, regulations and orders of the Manager and Director or pursuant thereto, and will permit access to the Contractors books, records, and accounts by the Manager, Director, or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for

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

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

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

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

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

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

**APPENDIX F:
AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY**

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

NOTICE

EACH PROPOSER, CONTRACTOR OR SUBCONTRACTOR (HEREINAFTER THE CONTRACTOR) MUST FULLY COMPLY WITH THE REQUIREMENTS OF THESE 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.

Manager of Public Works
City and County of Denver

A. REQUIREMENTS - AN AFFIRMATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

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

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

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

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

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

3. NONDISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

In all cases, the compliance of a contractor will be determined in accordance with its obligations under the terms of these Proposal Conditions. All contractors performing or to perform work on projects subject to these Proposal Conditions hereby agree to inform their subcontractors in writing of their respective obligations under the terms and requirements of these Proposal 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 Proposal Conditions, if the Contractor meets the goals set forth therein or can demonstrate that it has made every good faith effort to meet these goals, the Contractor shall be presumed to be in compliance with Article m, Division 2 of Chapter 28 of the Denver Revised Municipal Code, the implementing regulations and its obligations under these Proposal 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 Division of Small Business Opportunity finds that a contractor failed to comply with the requirements of Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code or the implementing regulations and the obligations under these Proposal 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 Proposal 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 Proposal Conditions.

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

3. The Division of Small Business Opportunity shall review the Contractor's employment practices during the performance of the contract, If the Division of Small Business Opportunity 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 Division 2 of Chapter 28 of the Denver Revised Municipal Code. It is the policy of the Department of Public Works that contractors have a responsibility to provide equal employment opportunity, if they wish to participate in City and County of Denver contracts. To the extent they have delegated the responsibility for some of their employment practices to a labor organization and, as a result, are prevented from meeting their obligations pursuant to Article m, Division 2 of Chapter 28 of the Denver Revised Municipal Code, such Contractors cannot be considered to be in compliance with Article m, Division 2 of Chapter 28 of the Denver Revised Municipal Code, or its implementing rules and regulations.

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 Proposal Conditions, it shall include these Proposal Conditions in such subcontractors and each subcontractor shall be bound by these Proposal Conditions to the full extent as if it were the prime contractor. The Contractor shall not, however, be held accountable for the failure of its subcontractors to fulfill their obligations under these Proposal Conditions. However, the prime contractor shall give notice to the Director of any refusal or failure of any

subcontractor to fulfill the obligations under these Proposal Conditions. A subcontractor's failure to comply will be treated in the same manner as such failure by a prime contractor.

1. Contractors hereby agree to refrain from entering into any contractor contract modification subject to Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" proposer 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 Proposal Conditions and the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be ordered by the Manager pursuant to Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code and its implementing regulations.

3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article M, Division 2 of Chapter 28 of the Denver Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Proposal Conditions.

4. Contractors must keep such records and file such reports relating to provisions of these Proposal Conditions as shall be required by the Division of Small Business Opportunity.

5. Requests for exemptions from these Proposal Conditions must be made in writing, with justification, to the Manager of Public Works, City and County Building, Room 379, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director of the Division of Small Business Opportunity.

EXHIBIT A:

STANDARD FEDERAL ASSURANCES ATTACHMENT 1

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

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

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, creed or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

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

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

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

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

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

EXHIBIT B:

NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

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

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

**EXHIBIT C:
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE
AGREEMENTS**

The Contractor certifies by execution of this Agreement to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this transaction is a prerequisite for making or entering to this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT D

DESIGN-BUILD CRITERIA AND SCOPE OF WORK

Denver International Airport HVAC Controls System Upgrade Phase 4 – Concourse Contract Number 201414661

1.0 **Project General Requirements**

- 1.1. Denver International Airport (“DIA” or “Owner”) is proceeding with the design-build development of a new controls system for HVAC systems and equipment that serve Concourse B. The new control hardware and software shall be provided by an approved manufacturer and shall be fully compliant with existing DIA standards, specifications and communications protocols (LonWorks) for controls equipment in the Terminal Complex.
- 1.2. Most sections of the Technical Specifications included with this RFP have been left in their unedited “design” form to be edited by the Design-Build Contractor during the Design Phase and submitted as part of the schematic design package in completed form. Content in these sections may contain notes to designers, options that need to be selected, paragraphs that need to be deleted, etc.
- 1.3. Some sections of the Technical Specifications with a critical impact on the Scope of Work have been edited to their final form and shall be considered complete and final for this RFP and Project. Proposers shall pay particular attention to these sections as they define specific Scope of Work requirements. These complete sections include:
 - 1.3.1. 01010 – SUMMARY OF WORK
 - 1.3.2. 01014 – WORK SEQUENCE AND CONSTRAINTS
 - 1.3.3. 15955 – BUILDING AUTOMATION SYSTEM
- 1.4. The HVAC Controls Upgrade Phase 4 – B Concourse Project shall participate in the Xcel Rebate Program. During the Design phase, the Design-Build Contractor and its Design Consultant Team (as applicable) shall assist the Owner and coordinate with Xcel Energy to identify a rebate strategy that benefits the Project most without compromising the Project Budget, Project Schedule and Project Program Criteria.

2.0 **Project Background**

- 2.1. See Technical Specifications division 01, section 01010 – SUMMARY OF WORK, paragraph 1.01 for a complete description and background of the Project.

3.0 **Project Budget**

3.1. **Design-Build Contractor Project Budget Verification**

- 3.1.1. Prior to submitting the proposal, the Design-Build Contractor shall review this RFP document and verify that the Scope of Work and Project Schedule are achievable. Construction cost estimates and schedules developed by the Design-Build Contractor shall be verified using industry standard procedures and practices, and Denver area construction indexes.
- 3.1.2. It is anticipated that the selected Design-Build Contractor, in accordance with the proposed solution for the Project and the associated cost proposal, will enter into a Design-Build Contract with the City and a Estimated Price Proposal (EPP) will be negotiated. The Design-Build Contractor guarantees and warrants that the

Exhibit D - Design-Build Criteria and Scope of Work

Project will be completed by its performance under the EPP. In no event will the City's liability exceed the EPP, as adjusted by duly authorized change order(s) in accordance with the Design-Build Contract. The Design-Build Contractor is not authorized to commence the Project prior to its receipt of the Notice to Proceed. Any work performed for the Project prior to the issuance of the Notice to Proceed is at the Design-Build Contractor's sole risk.

4.0 Project Schedule

- 4.1. The design and construction for the Project shall be substantially completed in **no more than 730 calendar days** after issuance of a written Notice to Proceed (NTP) to the Design-Build Contractor.
- 4.2. The project shall be conducted in two distinct Phases, the Design Phase and the Construction Phase, which shall be sequential and shall not overlap. The two Phases shall be separated by a review period where DIA shall review the Design Package submittal and make a final determination whether or not to proceed with the Construction Phase.
- 4.3. The Construction Schedule shall be developed in such a manner to front-load the most complex spaces early in the Project (e.g. tenant spaces, gate area hold rooms, and spaces requiring ceiling access).
- 4.4. Work in any occupied areas shall be assumed to take place at night.
- 4.5. It is expected that the Design Phase **to establish EPP** have duration of 12-16 weeks, with a subsequent 2-3 week DIA review period, leaving 85-90 weeks for the **Design completion and** Construction Phase. Proposers may develop the Design and Construction Phase schedules as they see fit, provided that the total duration of the project does not exceed 730 calendar days (104 weeks).
- 4.6.

5.0 Project Deliverables

- 5.1. **Design Phase deliverables shall include at a minimum:**
 - 5.1.1. **As-built verification documentation including, but not limited to, drawings, schedules of all affected systems and equipment (e.g. VAVs, AHUs, FCUs, Fans, Dampers, etc.) , and scope of existing pneumatic system(s).**
 - 5.1.2. **Schematic design, 60%, 90% and final design documentation including, fully edited specifications, demolition drawings, new work drawings, schedules of all controllers, instruments, points and affected systems and equipment, controls system architecture drawings, network drawings, equipment selections and BIM model of all new controls systems per DSM-12.**
 - 5.1.3. **Plan for integration of new controls with existing Honeywell EBI BMS**
 - 5.1.4. **Revised, detailed budget**
 - 5.1.5. **Detailed Construction Phase schedule**
 - 5.1.6. **Plan for coordination with tenants and timing of access to tenant spaces**
- 5.2. **Construction Phase deliverables, in addition to the project Scope of Work, shall include at a minimum:**
 - 5.2.1. **Detailed design documentation including, point-to-point wiring diagrams, complete sequences of operation, conduit maps, mechanical and electrical drawings, points lists**
 - 5.2.2. **As-built record drawings of all of the above**
 - 5.2.3. **Final Instructions and Operation Training**

Exhibit D - Design-Build Criteria and Scope of Work

- 5.2.3.1. **After startup and testing is completed, the Contractor shall demonstrate to the City's personnel the proper manner of operating the equipment, programming messages, making adjustments, responding to alarms and emergency signals, and maintaining the system.**
 - 5.2.3.2. **The Contractor shall provide on-the-job training by a suitably qualified instructor to designated personnel and shall instruct them in the operation and maintenance of the systems. In the event qualified instructors on the Contractor's staff are not available, the Contractor shall arrange with the equipment manufacturer for such instruction at no additional cost to the City.**
 - 5.2.3.3. **The Contractor shall provide a minimum of two (2) 20 hour courses for operator training to the Airport. Classes shall accommodate up to five people at a time with up to two separate courses (one for each shift).**
 - 5.2.3.4. **The Contractor shall provide a syllabus to the Project Manager at least thirty (30) calendar days prior to the start of each course that outlines topics to be covered, the proposed time allotted to each topic, and the target audience of the training session (technical, casual operator, overview, etc.). The Contractor shall not commence any training courses until the syllabus has been reviewed and approved by the Project Manager.**
 - 5.2.3.5. **The Contractor shall video record all training sessions and provide labeled digital video disks (DVD) to the Project Manager. The Contractor shall provide three copies of the DVD to the Project Manager in DVD+R format. All disks shall be labeled using the LightScribe technology.**
 - 5.2.3.6. **The Contractor shall provide an annotated syllabus to the Project Manager that indicates topics contained on each tape.**
- 5.3. Owner reserves the right to reject any and all deliverables, or any portion of the deliverables, which in the sole opinion of Owner, do not adequately represent the intended level of completion or standards of performance, do not include relevant or accurate information or data, or do not include all documents specified or reasonably necessary for the purpose for which the Agreement is made with the Design-Build Contractor or for which Owner intends to use the deliverables.

6.0 **Design-Build Contractor General Representations and Obligations**

- 6.1. The Design-Build Contractor represents that it is qualified and experienced in performing design-build services on similar projects and represents that it is knowledgeable and hereby undertakes the Project development that is in compliance with all applicable and non-conflicting federal, state and local laws, codes, ordinances, rules, regulations, applicable environmental permits, the facility program criteria, and design and construction standards applicable to the Project.
- 6.2. The Design-Build Contractor represents that it understands the full extent of its responsibilities and that it has the ability, expertise, experience, labor and materials, and

Exhibit D - Design-Build Criteria and Scope of Work

resources to complete all of the work necessary to deliver the Project in compliance with the contract requirements.

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

7.1. **General**

- 7.1.1. The term "Project" when it is used in this Design-Build Criteria and Scope of Work means all the work associated with the Design-Build Contract for the HVAC Controls Upgrade Phase 4 – B Concourse. This includes, but is not limited to, the coordination between Owner Program / Project Managers and all internal and external stakeholders, the development of Project schedules, schedule progress monitoring in all design and construction phases, design quality control reviews and compliance with applicable DIA design standards, program criteria and performance specifications, establishment and administration of a construction control assurance program, establishing a facility and system commissioning procedure in conjunction with the system commissioning efforts, and facilitate certificate of occupancy acceptance by governing code authorities.
- 7.1.2. The Design-Build Contractor shall be responsible for the complete design and construction of the new controls system(s), including the mechanical, electrical and all works necessary for proper functioning of the facility and existing HVAC systems and equipment. Coordination with DIA Technologies Division will be required to complete the Work.
- 7.1.3. Proposers shall reference Technical Specifications for detailed requirements, especially sections 01010 – SUMMARY OF WORK, 01014 – WORK SEQUENCE AND CONSTRATINS, and 15955 – BUILDING AUTOMATION SYSTEM for detailed project scope information.

7.2. **Denver International Airport Design Standards Manuals**

- 7.2.1. The DIA Design Standards Manuals (DSM) defines the project requirements for architectural and engineering development of designs and design documents, technical performance specifications that are part of the Design-Build Contract. The Design-Build Contractor and its Design Consultants shall become familiar with these requirements and monitor the Project's detailed development and adherence to those requirements applicable to the Project. The Design-Build Contractor shall identify all design and construction deficiencies in the adherence to those standards and performance criteria. The Design-Build Contractor shall bring those design and construction deficiencies to the attention of the Owner. The Design-Build Contractor shall coordinate with the Owner to develop plans and / or procedures to bring the Project designs and construction activities into compliance with the contract requirements.

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

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

7.4. **Special Conditions**

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- 7.4.1. The Design-Build Contract contains Special Conditions that are specific to the Project and modifications to Owner and County of Denver, Department of Aviation, Department of Public Works, Standard Specifications for Construction General Contract Conditions. The Design-Build Contractor shall become familiar with these special conditions and monitor the adherence to the requirements. The Design-Build Contractor shall identify all Design-Build Contractor construction variances from these special conditions. The Design-Build Contractor shall bring those variances to the attention of the Owner. The Design-Build Contractor shall coordinate with the Owner to develop plans and / or procedures to bring the Project into compliance with these special conditions.
- 7.5. **Technical Specifications Division 1 General Requirements**
- 7.5.1. The Design-Build Contract contains standard set of technical specifications, Division 1 General Requirements for construction. The Division 1 requirements establish the specific construction, operations, and DIA operational requirements for the Project, and the Design-Build Contractor must adhere to the requirements while executing the construction of the Project. The Design-Build Contractor shall become familiar with these general requirements and understand the impacts these requirements have on the Project. As the Design-Build Contractor develops the construction documents for the Project, the Owner will have the responsibility for the modification of the Division 1 General Requirements to outline the specific requirements for the construction phase of the Project. The Owner shall produce the final set of Division 1 General Requirements for the Project, and the Design-Build Contractor shall comply with the general requirements.
- 7.5.2. Technical Specifications shall be prepared in accordance with DIA Design Standards Manual Volume 12, Data Submittal, CADD, GIS, BIM & Metadata.
- 7.6. **Technical Specifications Divisions 2 – 48 and Contract Drawings**
- 7.6.1. During the Design Phase of the Project, the Design-Build Contractor shall produce the construction technical specifications Divisions 2 through 16 per CSI MasterFormat, and contract drawings. The Design-Build Contractor may develop separate bid packages for separate portions of the Project. The Design-Build Contractor shall review technical specifications and drawings for any and all bid packages for compliance with all contract requirements. The Design-Build Contractor, through its design and construction quality assurance programs, shall monitor the Project development, identify deficiencies and make all necessary corrections to bring the technical specifications and drawings to compliance with the contract requirements.
- 7.6.2. Technical Specifications and Contract Drawings shall be prepared in accordance with DIA Design Standards Manual Volume 12, Data Submittal, CADD, GIS, BIM & Metadata.
- 7.7. **Project Management Plan**
- 7.7.1. The Design-Build Contractor shall coordinate with the Owner in developing and maintaining a Project Management Plan (PMP) in electronic format that outlines the responsibilities of the Design-Build Contractor, its Design Consultants, Subcontractors, and the Owner. Based on the Project Schedule, the PMP must identify time periods for which critical activities must take place. The PMP shall describe all reviews and approvals, and the timeframes, which are required by the Owner and other governmental agencies.
- 7.8. **Project Deliverable Coordination Report**
- 7.8.1. The Design-Build Contractor shall prepare and submit to Owner a Project Deliverable Coordination Report in electronic format for each deliverable for the

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Project. At a minimum, the Project Deliverable Coordination Report shall include the following.

- 7.8.1.1. Master Program Schedule
- 7.8.1.2. Master Program Budget
- 7.8.1.3. Progress Report
- 7.8.1.4. Work Breakdown Structure (WBS) for Construction and Procurement
- 7.8.1.5. Responsibility Matrix

7.9. Project Monthly Report

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

- 7.9.1.1. Overall Project Progress
 - Executive Summary
 - Project Budget Summary
 - Project Overall Progress
 - Project Master Schedule
- 7.9.1.2. Project Design and Construction Issues
- 7.9.1.3. Project Construction and Procurement
- 7.9.1.4. Potential Schedule Impacts
- 7.9.1.5. Project Management Activities

7.10. Project Schedule Management

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

7.11. Project Control

- 7.11.1. The Design-Build Contractor will be required to use Unifier and Primavera P6 as part of the Project Control System. This system will allow management and compilation of all data and analysis relate to schedule, costs, labor, design and construction documents preparation needed to effectively manage the construction, systems commissioning and start-up and operational start-up of the facility. The Owner will be responsible for providing the licensing and training for Unifier. The Design-Build Contractor will be responsible for providing Primavera P6. In association with this and in order to ensure that the Design-Build Contractor has a proper operational Project Controls system, they shall be responsible for procuring and installing the following software; Microsoft Internet Explorer, Java JRE 1.6.0 Update 20 and Adobe Acrobat X Pro. No other type of management system will be accepted for use for this activity. The preliminary criteria and organization of the Program Controls shall be submitted to the Owner for approval after the Design-Build Contractor receives their Notice to Proceed.
- 7.11.2. As a minimum, the Project Controls System shall include: a work breakdown structure with roll-up capabilities sufficient to allow meaningful cross-referencing and interrelating of the various components of work necessary to complete the

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Project. The Design-Build Contractor will utilize Primavera Contract Management, which will be provided by the Owner, as the tracking system for all correspondence, drawings, procurement contracts and purchase orders, delivery schedules, reviews and approvals and approvals for construction, etc. A communication / distribution matrix shall be established to determine how and to whom information will be distributed.

- 7.11.3. In conjunction with the Owner, the Design-Build Contractor shall assist in the development of the Project Master Budget. The Design-Build Contractor shall be responsible for using Primavera Contract Management as the tool for administering and monitoring cost controls for the project. The system shall be used to produce timely cash flow reports and forecasts and to identify variances between planned and actual costs. The Design-Build Contractor will advise the Owner as to whether or not the Project Budget is being met or exceeded during design and construction, and shall promptly advise the Owner in writing whenever it appears that the budget could be exceeded, including the Design-Build Contractor's recommendation for actions that will bring the budget into approved limits.
- 7.11.4. A detailed budget for each project element will be included in the Design-Build Plan. Budgets will be identified and managed for the following:
 - 7.11.4.1. Design-Build Contractor
 - 7.11.4.2. Design Management
 - 7.11.4.3. Construction Management
 - 7.11.4.4. Construction
 - 7.11.4.5. Quality Assurance material testing and Inspections
 - 7.11.4.6. Data and Communications Systems
 - 7.11.4.7. All other project systems

7.12. **Communications**

- 7.12.1. The Design-Build Contractor shall schedule meetings as necessary and all meetings will be held in a consistent manner both in terms of time and place in order to allow all participants to plan accordingly. An agenda will be distributed to all participants prior to a meeting. The Design-Build Contractor shall not schedule multiple meetings on the same day or concurrent meetings, whenever possible.
- 7.12.2. The Design-Build Contractor shall hold regular weekly meetings between the Owner Staff, consultants and contractors and shall develop effective procedures to coordinate the interests of the Project's various stakeholders.
- 7.12.3. The Design-Build Contractor shall make full use of the latest communication systems and software to collect and distribute information to all meeting participants. The Design-Build Contractor will establish hardware and software standards in coordination with the Owner.

7.13. **Design Review**

- 7.13.1. Upon review of the programming criteria the Design-Build Contractor shall recommend to the Owner, for their consideration, any modifications to the project's design which may enhance the Design-Build Contractor ability to achieve scope, quality, budget, and schedule objectives. The recommendations shall be consistent with the status of the project and should only include items that the Design-Build Contractor considers critical to the success of the Project.

7.14. **Value Engineering**

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- 7.14.1. The Design-Build Contractor shall perform, as required, value-engineering exercises in conjunction with the Owner. The exercises will evaluate design alternatives by comparing performance criteria with initial and operating costs and scheduling utilizing Federal VE guidelines, if applicable, and will identify the high cost or "problem" areas during its review of the design phase drawings. The VE review shall evaluate the proposed systems, products and construction methods, initial vs. life cycle cost and impacts on the construction schedule and project development.
- 7.15. Constructability Review**
- 7.15.1. The Design-Build Contractor shall perform a constructability review to include, but not limited to the following; potential design conflicts, design and construction alternative analyses, field construction issues, systems compatibility, material availability, logical and efficient construction sequencing, coordination between construction packages, Owner furnished equipment, airport security, maintenance of airport operations, construction document details, maintenance considerations, quantity verification, quality control and testing requirements, scheduling requirements, site safety and security, staging and laydown areas.
- 7.16. Technical Specifications and Construction Drawings Review**
- 7.16.1. The Design-Build Contractor's input will consist of the following:
- 7.16.1.1. Regularly review of in-progress construction documents to ensure adherence to the approved design development documents, budget and schedule.
 - 7.16.1.2. Value engineering input as necessary.
 - 7.16.1.3. Document scope / quality review.
- 7.17. Scope Change Management**
- 7.17.1. The Design-Build Contractor shall review request for changes, coordinate Owner requested changes, coordinate the periodic production of the Project accounting reports showing the original budget, revised budget, original contract, change orders, current contract, anticipated change orders, and estimated cost to complete the Project, provide cost payment status reports including status of project reserve, and monitor and report on expenditures.
- 7.17.2. Furnish the Owner with detailed documentation of the total project cost suitable for third party audits at the completion of the Project.
- 7.18. Documentation**
- 7.18.1. The Design-Build Contractor shall develop and administer a comprehensive program to "punchlist" the Project. The program shall include all aspects of the general construction, mechanical, electrical, communications, data and customer service systems. Other groups may have primary responsibility for developing various punchlist, in those cases, the Design-Build Contractor shall track those activities to ensure that the list if being address so as not to impact the Project's completion.
- 7.19. Substantial Completion**
- 7.19.1. The Design-Build Contractor shall coordinate with the Owner the filing of Notices of Substantial Completion, coordinate the delivery of maintenance and warranty data for operations and facility records, and coordinate with designers, engineers, subcontractors and manufacturers all checkouts of utilities; operations system and equipment assist with initial start-up and testing.

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

7.20. Final Completion

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

7.21. Facility Records

7.21.1. The Design-Build Contractor shall deliver to the Owner all as-built and record documents; operations manuals; equipment, materials and systems warranties, shop drawings, submittals documents, and all documents as required for demonstrating compliance with LEED® and the Mayor's Executive Order 123.

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

7.22. Design and Construction Control

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

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

7.22.3. Quality Assurance during construction encompasses those activities required to ensure the Owner that contractor provided Quality Control programs are existent, implemented and effective, and verify and provide adequate documentation that all materials used and techniques employed regarding facilities and/or systems constructed for the Project are in accordance with construction contract drawings and specifications.

7.23. Control of Special Processes

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

7.24. Independent Materials Testing Agency (IMTA)

7.24.1. The Owner shall administer an Independent Materials Testing Agency contract to provide the independent testing as required by the contract documents. The Design-Build Contractor shall coordinate its activities with the Independent Materials Testing Agency to be sure that the necessary coverage is provided when needed for all independent test required by the contract documents.

7.25. Shop Drawings and Submittals

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

7.26. Systems Commissioning and LEED® Commissioning

7.26.1. Systems commissioning is a systematic process of achieving, verifying and documenting that the performance of all of the Project's systems perform interactively according to the design intent and the functional and operational needs of the Project. The Design-Build Contractor shall, based upon its experience managing a Project of this scope and complexity shall coordinate with the Owner's systems commissioning program and such systems include, but not limited to, HVAC, fire alarm and detection, smoke control, fire protection, mechanical, electrical, telecommunications, security systems, etc. The design, operating intent and code operational requirements of the various Project systems must be determined and procedures developed to test all systems through the range of functional scenarios, which the systems must respond properly. The development of the commissioning process shall begin with the design phase and implemented during construction and carry through to close-out, testing, start-up and in conjunction with the Design-Build contractor, training of maintenance personnel on proper systems operations. The Design-Build Contractor shall witness and record the results of all start-up and testing procedures for utilities, facility systems and equipment. The Design-Build Contractor shall also ensure a smooth and timely turnover of all manuals, records, warranties, as-built and record drawings and specifications, and required spare and maintenance materials to the Owner.

7.27. Project Closeout

7.27.1. The Design-Build Contractor in conjunction with the Owner shall coordinate the development of punch lists for the Project and will perform the final inspection to verify that the punch list items have been satisfactorily completed.

7.27.2. The Design-Build Contractor shall monitor the performance of all subcontractors with respect to the preparation of marked-up drawings to reflect as-built field conditions. The Design-Build Contractor is to maintain redline models and / or drawings as a condition of their progress payments.

7.27.3. The Design-Build Contractor shall coordinate and expedite the transmittal of formal record documents to the Owner. The Design-Build Contractor will ensure that all deliverables and submittals required by the design and construction contracts have been completed and transmitted.

7.28. Project Acceptance

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

7.29. Accounting Records

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

7.30. Project Construction Site Staffing

7.30.1. The Design-Build Contractor shall provide an on-site Resident Project Manager during the construction for the Project. The Resident Project Manager shall be the lead contact with the Design-Build Contractor for construction administration. The Resident Project Manager may perform other functions within the Design-Build Contractor's project organization. The Design-Build Contractor's Resident Project Manager shall remain in place during the execution of the construction contract(s) and until the construction contract closeout procedures have been completed. The Resident Project Manager is subject to the approval of the Manager of Aviation. The Design-Build Contractor's Resident Project Manager shall have the authority to act on behalf of the Design-Build Contractor.

7.30.2. The Design-Build Contractor's Resident Project Manager does assume and is ~~not~~ responsible for any of the contractor's construction means, methods, techniques, sequences, procedures or safety precautions in connection with the construction, or for the failure of any of them to perform their work in accordance with the contract documents.

8.0 Miscellaneous Contract Requirements

8.1. Ownership of Work Product

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

8.1.2. The Design-Build Contractor acknowledges and agrees that all writings or works of authorship, including, without limitation, Project Management Plans, schedules, quality assurance plans and other documents, produced or authored by the Design-Build Contractor, subconsultants, the Design-Build Contractor or any of their respective employees or Subcontractors in the course of performing services for the Owner and developed for the Owner for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the Owner. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement

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shall constitute an irrevocable assignment by the Design-Build Contractor to the Owner of the Ownership of, and all rights of copyright in, such items, and the Owner shall have the right to obtain and hold in its own name rights or copyright, copyright registrations and similar protections which may be available in such works. The Design-Build Contractor agrees to give the Owner or its designees all assistance reasonably required to perfect such rights. All contracts entered into with the Design-Build Contractor and between Subconsultants and Design-Build Contractor and Subcontractors shall contain a provision acknowledging and confirming the Owner's Ownership of all writings and works of authorship as described in this provision.

8.2. Information Gathering

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

8.3. Notice to Proceed

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

8.4. Airport Security Requirements

8.4.1. DIA requires personnel badging and vehicle permitting administered by the Denver International Airport Security office. The Design-Build Contractor shall be required to obtain the proper access authorizations for badges and permits. The Design-Build Contractor shall also refer to Technical Specifications, Division 1 – General Requirements for additional information.

8.4.2. The Design-Build Contractor shall obtain an Airport Security Participant Manual from the Airport Security Office and must follow the guidelines in the manual. The Airport Security Participant Manual will be issued after the company has attended a Participant meeting with Airport Security. The Design-Build Contractor shall comply with the Denver Municipal Airport System Rules and Regulations and TSA regulations. The Denver Municipal Airport System Rules and Regulations can be found on the www.flydenver.com website.

8.4.3. The Design-Build Contractor is required to conform to the security policies as established by Airport Security and TSA. The Project is located in the Public Area on airport property. As such, the project scope has been reviewed by Airport Security which will require that each contractor badge at least one employee. This is to ensure that all contractors have a badged company representative present during any work activity. It shall be the sole responsibility of the Design-Build Contractor to confirm that there are badged personnel on-site during all construction activity to meet this obligation. Failure to comply with this requirement will be in violation of the Denver Municipal Airport Rules and Regulations and could impact the company's ability to operate at DIA.

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- 8.4.4. A CHRC and Security Threat Assessment (STA) are required for each employee requesting unescorted access to the restricted areas. The employee shall complete the Fingerprinting and Badge Application and schedule an appointment with the Airport Security Office to have the form reviewed and to be fingerprinted. The Federal Bureau of Investigation will conduct the CHRC and will return the results to the Airport Security Office. The Transportation Security Administration will process the STA and will return the results to the Airport Security Office. The Design-Build Contractor is advised that there is a \$40 dollar fee for Criminal History Records Check (per employee) for Un-escorted access.
- 8.4.5. Vehicle permits are required for all vehicles operating in the Restricted Area. Vehicles or machinery operating within buildings shall be required to acquire a DIA emissions permit as well as a DIA vehicle permit.
- 8.5. Design-Build Contractor's Personnel Assigned to this Agreement**
- 8.5.1. The Design-Build Contractor and staff shall have experience and knowledge of managing a Project of this scope and complexity. The Design-Build Contractor shall be the contact person in dealing with the DIA's designated representative on matters concerning this Project and shall have the full authority to act for the Design-Build Contractor's. The Design-Build Contractor shall remain on this Project during the entire contract term, while in the employment of the Design-Build Contractor or until such time that his / her performance is deemed unsatisfactory by the Owner and a formal written request is submitted which requests the removal of the Design-Build Contractor.
- 8.5.2. The Design-Build Contractor may submit and the Owner will consider a request for reassignment of a Design-Build Contractor, should the Design-Build Contractor deem it to be in the best interest of the Owner, or in the best interest of the Design-Build Contractor's organization or in the best interest of the Design-Build Contractor's Design-Build Contractor. If the Owner allows the removal of a Design-Build Contractor, the replacement must have, at least, similar or equal experience and qualifications to that of the original individual. The replacement assignment is subject to the approval of the Owner.
- 8.5.3. All key professional personnel identified by the Design-Build Contractor will be assigned by the Design-Build Contractor or sub-consultants to perform work under this Scope of Work. The Design-Build Contractor shall submit to the Owner, for review and approval, a list of any additional key professional personnel who will, under this Design-Build Contract, perform work for the Project, together with complete resumes and other information describing their ability to perform the tasks assigned. It is the intent of the parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Scope of Work and that the assigned key professional personnel be retained for the life of this Agreement or until their particular scope of work assignment has been completed.
- 8.5.4. If the Design-Build Contractor decides to replace any of its key professional personnel, it shall notify the Owner in writing of the changes it desires to make. No such replacement shall be made until the Owner approves the replacement in writing. This approval shall not be unreasonably withheld by the Owner. If the Owner or his designated representative does not respond within fifteen (15) days after the receipt of the notification in writing, the key professional personnel replacement shall be approved.
- 8.6. Documentation of Project Meetings**
- 8.6.1. The Design-Build Contractor's Project Manager shall prepare and submit a written report / minutes of any and all meetings concerning the Project between the Owner and the Design-Build Contractor. The written report / minutes must

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be submitted to the Owner in electronic format, no later than seven (7) days following the meeting.

8.7. Design-Build Contractor's Office

- 8.7.1. The Design-Build Contractor will set up their operations at DIA on site in the contractor's south campus laydown area, for the specific and limited purpose of providing services under this Design-Build Contract. The Design-Build Contractor shall estimate and submit their trailer space requirements to the Owner for space assignment.
- 8.7.2. The Design-Build Contractor shall coordinate with the Owner to identify needs and requirements and arrange for Design-Build Contractor office Internet and e-mail access.

End of Exhibit D

**EXHIBIT E:
LUMP SUMP - SCHEDULE OF PRICES & QUANTITIES**

Refer to supplemental file "Exhibit E - Lump Sum - Schedule of Prices and Quantities.xlsx"

Design-Build Services For
HVAC Controls System Upgrade Phase 4 – B Concourse
Contract No. 201414661

The link below contains the following files / documents / drawings:

- DIA Standards
- Drawings – Revit
- Files to BMS
- Specs
- Exhibit E – Lump Sum – Schedule of Prices and Quantities

<http://business.flydenver.com/bizops/documents/rfpDocs201414661.zip>