

CONTRACT FOR ON-CALL CONSTRUCTION

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

WITNESSETH

WHEREAS, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation of the work described in Request for Proposal No. 202579097-00, On-Call General Construction Project (the “**Project**”) at Denver International Airport (“**DEN**”); and

WHEREAS, proposals in response to said advertisement have been received by the Chief Executive Officer of DEN (the “**CEO**”), and Contractor’s proposal was selected for award; and

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

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

CONTRACT DOCUMENTS

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

- Contract
- Task Order(s)
- Building Information Modeling (“**BIM**”) if applicable
- Change Directives
- Change Orders
- Appendix No. 1 Federal Appendices
- Exhibit A Scope of Work
- Exhibit B Equal Employment Opportunity Provisions
- Exhibit C Insurance Requirements
- Exhibit D Prevailing Wage Schedules
- Exhibit E Special Conditions

- Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of Contents attached as *Exhibit F*)
- Exhibit G Performance Bond
- Exhibit H Payment Bond
- Exhibit I Contractor Performance Reviews
- Exhibit J Construction Task Order Process
- Exhibit K MWBE EDI Plan
- Exhibit L Request for Proposals and Contractor’s Response to Request for Proposal and Forms
- Exhibit M Workforce Commitment Form

In the event of an irreconcilable conflict between a provision of Sections 1 through 35 of this Contract document and any other provisions of the Contract Documents such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict is as follows, in descending order:

1. Appendix No. 1 Federal Appendices
2. Contract
3. Task Orders
4. Change Directives
5. Change Orders
6. Exhibit A Scope of Work
7. Exhibit J Construction Task Order Process
8. Exhibit B Equal Employment Opportunity Provisions
9. Exhibit E Special Conditions
10. Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “**Yellow Book**”) (“**General Conditions**”) (Table of Contents attached as *Exhibit F*)
11. Exhibit C Insurance Requirements
12. Exhibit D Prevailing Wage Schedules
13. Exhibit K MWBE EDI Plan
14. Exhibit M Workforce Commitment Form
15. Exhibit L Request for Proposals and Contractor’s Response to Request for Proposal and Forms
16. Exhibit I Contractor Performance Reviews
17. Exhibit G Performance Bond
18. Exhibit H Payment Bond
19. Building Information Modeling (“**BIM**”) if applicable

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

1. SCOPE OF WORK:

A. Contractor shall furnish all labor and tools, supplies, equipment, superintendence, materials, and everything necessary for and required to do, perform, and complete all of the work

described, drawn, set forth, shown, and included in the Scope of Work, attached as *Exhibit A* (“**Scope of Work**”), the Task Orders issued pursuant to this Contract, and the Contract Documents (the “**Work**”).

B. Task Orders. The Project Manager will issue task orders for Work to be completed under this Contract (“**Task Orders**”), and the Task Order process as specified in *Exhibit J* (“**Construction Task Order Process**”). The terms of each Task Order may include, but are not limited to, information regarding schedule, staffing, and pricing. All Task Orders must be competitively procured and bids for such Task Orders shall be submitted as required by the City, including as specified in *Exhibit J*.

2. TERM OF CONTRACT:

A. The Term of this Contract shall commence on the Effective Date and shall expire three (3) years from the Effective Date (“**Term**”), unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Contract may be extended for two (2) periods of one (1) year each, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Amount stated below. If, at the Expiration Date, there remains any outstanding Work to be completed under a validly issued Task Order, the Senior Vice President of Design, Engineering and Construction (the “**SVP**”), in their sole discretion, may direct Contractor to complete the Work in accordance with the terms and conditions of the Task Order and this Contract.

B. Contractor agrees to begin the performance of the Work required under this Contract or any individual Task Order within ten (10) days after being notified to commence Work by the SVP and agrees to fully complete the Work described in each Task Order in its entirety within the time frame established for the Task Order. This period of performance for each Task Order is also referred to as “**Contract Time.**” Contractor is not authorized to commence work prior to its receipt of each Task Order or Notice to Proceed, if one is provided for in a Task Order.

3. TERMS OF PAYMENT:

A. The City agrees to pay Contractor for the performance and completion of all of the Work required by the Scope of Work, each authorized Task Order and the Contract Documents, and the City shall not be liable under the terms of this Contract for an amount in excess of a total amount of **Thirty Million Dollars and No Cents (\$30,000,000.00)** (the “**Maximum Contract Amount**”). Contractor acknowledges that this Contract is an On-Call Contract and there is no obligation for the City to issue any Task Orders under this Contract.

B. In no event will the City’s entire liability under this Contract exceed the Maximum Contract Amount, as adjusted by duly authorized Change Orders in accordance with this Contract. The Parties specifically agree that any performance by Contractor hereunder shall not subject the City to any cost, charge, or fee not specified in this Contract.

4. VERIFIED STATEMENT OF CLAIMS:

Colorado Revised Statutes (“**C.R.S.**”) § 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 Contractor sufficient funds to insure the payment of any such claims. Should the City be made a party to any lawsuit to enforce such unpaid claims or any lawsuit arising out of or relating to such withheld funds, Contractor agrees to pay to the City its costs and a reasonable attorney's fee incurred in any such lawsuit. Because the City Attorney Staff does not bill the City for legal services on an hourly basis, Contractor agrees a reasonable fee shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney Staff time.

5. DISPUTES:

All disputes arising under or related to this Contract shall be resolved by administrative hearing under the procedures described in *Exhibit F* ("**General Conditions**"), as modified by *Exhibit E* ("**Special Conditions**"), if any, and the Denver Revised Municipal Code ("**D.R.M.C.**") § 5-17 and all related rules and procedures, including but not limited to DEN Rule 250. The determination resulting from said administrative hearing shall be final, subject only to Parties' right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

6. DEFENSE AND INDEMNIFICATION:

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

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

C. Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney's fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate specified in Section 5. Such payments on behalf of the City shall be in addition to any other legal remedies available to City and shall not be considered the City's exclusive remedy.

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

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

7. WAIVER OF C.R.S. § 13-20-801, et seq.:

Notwithstanding any other provision of this Contract, Contractor specifically waives all of the provisions of C.R.S. §§ 13-20-801 *et seq.* as they may relate to Contractor's performance under this Contract. With respect solely to the City, in the event that defects in the Project are alleged, Contractor specifically waives C.R.S. §13-20-803 through and including §13-20-807.

8. LIQUIDATED DAMAGES:

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

9. INSURANCE REQUIREMENTS:

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

B. Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

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

D. In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of Contractor's inventory, or property of any kind; or (iii) damage, theft, or destruction of an

automobile, whether or not insured.

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

10. 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.

11. 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.

12. ASSIGNMENT:

Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Contract, in whole or in part, without first obtaining the written consent of the CEO or their authorized representative. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO or their authorized representative, automatically terminate this Contract and all rights of Contractor hereunder.

13. APPROPRIATIONS:

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

14. APPROVALS:

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

15. JOINT VENTURE:

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

16. NO DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under the Contract, Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Contractor shall insert the foregoing provision in all subcontracts.

17. COORDINATION OF SERVICES:

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

18. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

A. Contractor and its subcontractor(s) shall perform all work under this Contract in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States and the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City.

B. Contractor shall perform all work in compliance with Executive Order No. 123 regarding Sustainability as may be directed by the City, including the requirement that all new City buildings and major renovations will be certified to the applicable Leadership in Energy and Environmental Design (“LEED”) Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Contractor also shall comply with all applicable DEN design and construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at: <https://business.flydenver.com/bizops/bizRequirements.asp>.

19. PREVAILING WAGE REQUIREMENTS:

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

benefits in effect on the date funds for the Contract were encumbered.

Date bid or proposal issuance was advertised: June 25, 2025.

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

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

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

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

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

20. NON-EXCLUSIVE RIGHTS:

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

21. CITY PROMPT PAYMENT:

A. Unless otherwise provided in this Contract, the City will make monthly progress payments to Contractor for all services performed under this Contract based upon Contractor’s monthly invoices and in compliance with the General Conditions, as they may be modified in this Contract. The City’s Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Contract.

B. Final payment to Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Contract is otherwise fully performed by Contractor. In addition to retention, the City may, at the discretion of the CEO, withhold reasonable amounts from billing and the entirety of

the final payment until all such requirements are performed to the satisfaction of the CEO.

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

22. OWNERSHIP AND DELIVERABLES:

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

23. COLORADO OPEN RECORDS ACT:

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

B. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal

process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

24. EXAMINATION OF RECORDS AND AUDITS:

A. Any authorized agent of the City, including the Auditor or their representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Contract, provision of any goods or services to the City, and any other transactions related to this Contract. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Contract or expiration of the applicable statute of limitations. When conducting an audit of this Contract, the Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. § 20-276.

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

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

25. COMPLIANCE WITH DENVER WAGE LAWS:

To the extent applicable to Contractor's provision of Work hereunder, Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding D.R.M.C. §§ 58-1 through 58-26, ("**City's Minimum Wage and Civil Wage Theft Ordinances**" or "**Wage Ordinances**"), including, but not limited to, the requirement

that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Contract, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Ordinances and that any failure by Contractor, or any other individual or entity acting subject to this Contract, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

26. COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS:

A. This Contract is subject to D.R.M.C. Article III, Divisions 1 and 3 of Chapter 28, designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**") and any Rules or Regulations promulgated pursuant thereto. Contractor's goal commitment to MWBE participation for this Contract is 15% as stipulated in the Division of Small Business Opportunity's ("**DSBO**") Commitment to MWBE Participation Form submitted by Contractor.

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

(i) If directed by DSBO, Contractor is required to develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-62(b). Along with the Utilization Plan requirements, Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.

(ii) If change orders or any other contract modifications are issued under the Contract, Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

(iii) If change orders or other amendments or modifications are issued under the Contract that include an increase in the Scope of Work of this Contract, whether by amendment, change order, force account or otherwise, which increases the dollar value of the Contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes.

(iv) Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors are subject to the original contract goal. Contractor shall satisfy the

goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Contractor must also satisfy the requirements under D.R.M.C. §§ 28-60 and 28-73 with regard to changes in scope or participation, including termination or substitution of an MWBE subcontractor. Contractor shall supply to the DSBO Director all required documentation described in D.R.M.C. §§ 28-60, 28-70, and 28-73 with respect to the modified dollar value or work under the Contract.

(v) Failure to comply with these provisions may subject Contractor to sanctions set forth in D.R.M.C. § 28-76 of the MWBE Ordinance.

(vi) Should any questions arise regarding specific circumstances, Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

27. EQUITY, DIVERSITY AND INCLUSION (“EDI”) PLAN:

Contractor shall comply the Equity, Diversity and Inclusion Plan attached hereto as *Exhibit K* (“**EDI Plan**”). The City will monitor Contractor's compliance with the EDI Plan. Failure to adhere to any representations, policies, or efforts contained in the EDI Plan, as determined by the City, will amount to default.

28. WORKFORCE REQUIREMENTS:

A. To the extent applicable, Contractor shall comply with the requirements of D.R.M.C. Article XI, Chapter 28 (the “**Workforce Ordinance**”). If the City determines that a Task Order issued pursuant to this Contract will be Ten Million Dollars (\$10,000,000) or more, the Task Order will be subject to the Workforce Ordinance. Contractor shall also comply with any implementing rules and regulations promulgated by the Denver Construction Careers Program of the Denver Economic Development and Opportunity agency and Contractor's, approved Workforce Plan (collectively “**Workforce Requirements**”).

B. All costs arising out of or related to compliance with Workforce Requirements are included in Contractor's Proposal, attached hereto as *Exhibit L*. Contractor is not entitled to additional compensation, change orders or modifications for complying with Workforce Requirements. Contractor's Workforce Commitment Form is attached hereto as *Exhibit M*.

29. SENSITIVE SECURITY INFORMATION:

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

30. DEN SECURITY:

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

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

31. FEDERAL RIGHTS:

A. This Contract is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future contracts between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Airport System. It also is subject to the terms below and in *Appendix No. 1* to this Contract.

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

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

(iii) Occupational Safety and Health Act: This Contract incorporates by

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

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

32. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:

Contractor shall cooperate and comply with the provisions of Denver 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 barring Contractor from City facilities or participating in City operations.

33. CITY SMOKING POLICY:

Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

34. CITY EXECUTION OF CONTRACT:

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

35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

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

document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202581821-00
Contractor Name: SEMA CONSTRUCTION, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202581821-00
SEMA CONSTRUCTION, INC.

By: Signed by:
Eric Strobel
905167478FBC423...

Name: Eric Strobel
(please print)

Title: Chief Legal Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Provisions – (Non-AIP Funded)

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

1. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including any amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to Contractor under the contract until Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964)) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Contractor is responsible for complying with the Federal Fair Labor Standards Act and for monitoring compliance by its subcontractors. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Exhibit A

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SCOPE OF WORK

OPR: Design Engineering and Construction – Infrastructure
Supersedes: None
Certified by: Director, DEC-Infrastructure

The on-call construction contract is anticipated to address necessary maintenance and construction of Airside and Landside heavy civil infrastructure at Denver International Airport (DEN). Work is issued on a Task Order basis, which will detail the specific construction services to be provided at that time. Typically, the work will be performed per the Federal Aviation Administration (FAA) criteria and Colorado Department of Transportation (CDOT) specifications, as applicable.

Execution of services and task orders to ensure project completion may include various delivery mechanisms including but not restricted to design-bid-build (DBB), design-build (DB), Construction Management at Risk (CMAR)/Construction Manager/General Contractor (CM/GC), progressive design-build, and others.

Certain areas of work (roadways, airfield) may require significant night and off-peak work. Working hours are subject to change and will be based upon the operational needs of DEN. Quantities of work performed may be low production and scattered throughout DEN property.

SERVICES INCLUDE:

- 1. Construction and Renovation:** Execute construction and renovation projects as specified in task orders, with a primary focus on adherence to all applicable standards and requirements. This includes quality standards, safety regulations, and project timelines. Your commitment to these standards is crucial in ensuring the successful completion of each project.
- 2. Subcontractor Management:** Coordinate subcontractors, suppliers, and vendors involved in project execution, ensuring compliance with contractual obligations and specifications.
- 3. Quality Control:** Implement quality control measures to monitor workmanship, materials, and construction processes and ensure the delivery of high-quality outcomes.
- 4. Safety Management:** Prioritize safety on construction sites, implement safety protocols, conduct regular safety inspections, and ensure compliance with relevant safety regulations.
- 5. Construction Updates and Meetings:** Participate in construction update meetings, provide progress reports, address project-related issues, and collaborate with DEN stakeholders to ensure project success.

Exhibit A

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

TASK ORDERS MAY INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:**1. Landside and Airside infrastructure repair, rehabilitation, or improvements:**

- a. Pavement repair and rehabilitation including panel replacements, spall repairs, joint repair
- b. Correct drainage and embankment failures
- c. Erosion, drainage, water quality repairs and improvements
- d. Signage, striping, traffic control
- e. Electrical
- f. Bridge rehabilitation and repairs, deck, curbs, bridge rail, expansion joints
- g. Pavement preventative maintenance measures
- h. Roadway widening
- i. Traffic control
- j. New or repair of existing retaining walls
- k. Landscape maintenance
- l. New roadway/parking lot construction or reconstruction

2. Pre-construction and Planning Tasks:

- a. Evaluation of project requirements and site conditions
- b. Development of preliminary phasing plans and project schedules
- c. Procurement of necessary tools, equipment, and materials
- d. Coordination with DEN project team and review of project plans

3. Project Management and Administration:

- a. Task management and coordination of field labor
- b. Procurement and management of subcontractors
- c. Testing and commissioning of installed work
- d. Documentation and reporting of project progress

4. Miscellaneous Tasks:

- a. Selective demolition of existing infrastructure
- b. Preconstruction work to assess project feasibility
- c. Design validation and review
- d. Site preparation and cleanup

The on-call construction services provided under this contract will support DEN in achieving its infrastructure enhancement goals, ensuring Denver International Airport's continued success and efficiency. Through collaborative efforts and adherence to high standards of construction excellence, the contractor will contribute to DEN's mission of providing a world-class airport experience for passengers and stakeholders.

END OF EXHIBIT

RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

Promulgated and adopted by the Executive Director of the Department of Transportation and Infrastructure pursuant to and by authority of Article III, Division 2, Chapter 28 of the Revised Municipal Code of the City and County of Denver, and for the purpose of insuring that contractors, subcontractors and suppliers soliciting and receiving compensation for contract work from or through the City and County of Denver provide equal opportunity in employment without regard to race, color, creed, sex, national origin, age, religion, marital status, political opinion or affiliation or mental or physical handicap and meet certain requirements for the hiring, training, promotion, and treatment during employment of members of ethnic groups 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" shall mean the Executive Director of the Department of Transportation and Infrastructure for the City and County of Denver.
- C. "Contract" means a contract entered into with the City and County of Denver, financed in whole or in part by local resources or funds of the City and County of Denver, for the construction of any public building or prosecution or completion of any public work.
- D. "Contractor" means the original party to a contract with the City and County of Denver, also referred to as the "general" or "prime" contractor.
- E. "Director" means the Director of the Division of Small Business Opportunity.
- F. "Subcontractor" means any person, company, association, partnership, corporation, or other entity, which assumes by subordinate agreement some or all of the obligations of the general or prime contractor.
- G. The phrase "Bidding Specifications" as used in Article III, Division 2 of Chapter 28 of the Revised Municipal Code shall include BID CONDITION, INVITATION TO BID, and NOTICE OF PROPOSAL.
- H. "Affirmative Action Program" means a set of specific and result-oriented procedures or steps to which a contractor commits himself to apply every good faith effort to employ members of ethnic minority groups, to include persons of African descent (Black), Spanish surnamed (Hispanic), Asian-American, American Indians, and persons with mental or physical handicap.
- I. "Division of Small Business Opportunity" means the City agency established pursuant to Article III, Division 1 of Chapter 28 of the Denver Revised Municipal Code.

RULE II - NOTICE OF HEARING

When results of conciliation efforts are unsatisfactory to the Manager and he is informed in accordance with Article III, Division 2 of Chapter 28 of the Revised Municipal code that a contractor or subcontractor has apparently failed to meet affirmative action and equal employment opportunity requirements after a reasonable period of notice to correct deficiencies, the Manager will, prior to imposition of any sanctions, afford the general contractor a hearing in order to determine whether the contractor or his subcontractors have failed to comply with the affirmative action and equal employment opportunity requirements of Article III, Division 2 of Chapter 28 of the Revised Municipal Code

or of the contract. Written notice of such hearing shall be delivered personally or sent by certified mail, return receipt requested, to the contractor and to any subcontractor involved, at least ten (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 the Division of Small Business Opportunity 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 the Division of Small Business Opportunity shall perform the duties assigned to such official by Article III, Division 2 Chapter 28 of the Revised Municipal Code and by the Manager. (1) The Director of the Division of Small Business Opportunity or designated representatives shall inform bidders and contractors of affirmative action procedures, programs, and goals in accordance with the Ordinance at pre-bid and pre-construction conference; (2) make regular on-site inspections; (3) supply contractors and subcontractors with report forms to be completed by them when requested, and furnished to the Director of the Division of Small Business Opportunity; and (4) review payroll records, employment records and practices of general contractors and their subcontractors and suppliers during the performance of any contract. The Director of the Division of Small Business Opportunity shall promptly report apparent affirmative action deficiencies to the Manager.

REGULATION NO. 4 - GOALS AND TIMETABLES:

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

REGULATION NO. 5 - AWARD OF CONTRACTS:

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

REGULATION NO. 6 - PUBLICATION AND DUPLICATION:

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

REGULATION NO. 7 - NOTICE TO PROCEED:

Prior to issuance of the Notice to Proceed a sign-off will be required of the Director of the Division of Small Business Opportunity 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.

All amendments to the appendices shall be included by reference.

REGULATION NO. 11 - SHOW CAUSE NOTICES:

When the Manager has reasonable cause to believe that a contractor has violated Article III, Division 2 of Chapter 28 of the Denver Revised Municipal Code, he may issue a notice requiring the contractor to show cause, within fifteen (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 Bid Conditions - Affirmative Action Requirements - Equal Employment Opportunity as amended and published by the U.S. Department of Labor Employment Standards Administration, Office of Federal Contract Compliance, shall be inserted verbatim for bidding specification for every non-exempt contract involving the use of Federal funds.
2. APPENDIX F: The Bid Conditions - Affirmative Action Requirements - Equal Employment Opportunity as published by the Department of Transportation and Infrastructure, City and County

of Denver, shall be inserted verbatim as bidding specifications for every non-exempt contract using City funds.

APPENDIX A

CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE - ALL CONTRACTS

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

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

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

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

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

APPENDIX F

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

For All Non-Exempt Construction Contracts to Be Awarded by the
City and County of Denver, Department of Transportation and Infrastructure.

NOTICE

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

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

/s/ _____

Executive Director of Transportation and
Infrastructure
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 Office of Contract Compliance. The contractor's commitment to the goals for minority, and female utilization as required constitutes a commitment that it will make every good faith effort to meet such goals.

1. GOALS AND TIMETABLES:

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

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

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

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

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

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

2. SPECIFIC AFFIRMATIVE ACTION STEPS:

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

- a. The Contractor should have notified minority and female organizations when employment opportunities were available and should have maintained records of the organization's response.

- b. The Contractor should have maintained a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the Contractor, the reasons. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the Contractor, the file should have documented this and their reasons.
- c. The Contractor should have promptly notified the Department of Transportation and Infrastructure, 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 at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority and female employees.
- e. The Contractor should have disseminated its EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.
- f. The Contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority and female organizations, schools with substantial minority and female enrollment, and minority and female recruitment and training organizations within the Contractor's recruitment area.
- g. The Contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training, or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.
- h. The Contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.
- i. The Contractor should have made certain that all facilities are not segregated by race.
- j. The Contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.
- k. The Contractor should have solicited bids for subcontracts from available minority and female subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority and female contractor associations.

NOTE:

The Director and the 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. NON - DISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

B. CONTRACTORS SUBJECT TO THESE BID CONDITIONS:

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

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

C. OBLIGATIONS APPLICABLE TO CONTRACTORS:

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

D. GENERAL REQUIREMENTS:

Contractors are responsible for informing their subcontractors in writing regardless of tier, as to their respective obligations. Whenever a Contractor subcontracts a portion of work in any trade covered by these

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

1. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Article III, Division 2, Chapter 28 of the Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" bidder for the City and County of Denver contracts pursuant to the Ordinance.
2. The Contractor shall carry out such sanctions and penalties for violation of these Bid Conditions and the Equal Opportunity Clause including suspension, termination and cancellation of existing subcontracts and debarment from future contracts as may be ordered by the Manager pursuant to Article III, Division 2, Chapter 28 of the Revised Municipal Code and its implementing regulations.
3. Nothing herein is intended to relieve any contractor during the term of its contract from compliance with Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the Equal Opportunity Clause of its contract with respect to matters not covered in these Bid Conditions.
4. Contractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the Office of Contract Compliance.
5. Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Manager of the Department of Transportation and Infrastructure, 201 W. Colfax, Dept. 608, Denver, Colorado 80202, and shall be forwarded through and with the endorsement of the Director.

EXHIBIT C

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION CONSTRUCTION AGREEMENT (NON-ROCIP)

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: DENCOI@flydenver.com

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

1. "Agreement" as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. "Contractor" as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations annual aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual per location aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a "per location" policy aggregate is required, "location" shall mean the entire airport premises.
- d. Coverage shall include Fire Damage Legal Liability in a minimum limit of \$100,000 per fire.

2. Business Automobile Liability

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

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and/or Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. Workers' Compensation and Employer's Liability Insurance
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
 - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Contractors Pollution Liability:
Contractor shall maintain insurance covering work site operations that are conducted on DEN premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and \$2,000,000 annual policy aggregate for claims arising out of a pollution condition or site environmental condition.
 - a. Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on DEN premises.
 - b. Work site means a location where covered operations are being performed, including real property rented or leased from the City for the purpose of conducting covered operations.
5. Professional Liability (Errors & Omissions):
Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and annual policy aggregate, providing coverage for applicable services outlined in this Agreement.
6. Builder's Risk Insurance or Installation Floater:
During the duration of the construction or tenant buildout activity, Contractor shall provide, coverage on a Completed Value Replacement Cost Basis, including value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire project at the site. Such insurance shall:
 - a. apply from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site;
 - b. be maintained until formal acceptance of the project by DEN or the placement of permanent

- property insurance coverage, whichever is later;
- c. include interests of the City and if applicable, affiliated, or associate entities, the General Contractor, subcontractors, and sub-tier contractors in the project;
- d. be written on a Special Completed Value Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading;
- e. include a Beneficial Occupancy Clause, specifically permitting occupancy of the building during construction. Commercial Operator shall take reasonable steps to obtain consent of the insurer and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy;
- f. include Equipment Breakdown Coverage (a.k.a. Boiler & Machinery), if appropriate, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).

7. Property Insurance

Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.

8. Unmanned Aerial Vehicle (UAV) Liability:

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

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

9. Excess/Umbrella Liability

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

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

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

F. Waiver of Subrogation

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

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

If Contractor and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Contractor understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Contractor under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

G. Notice of Material Change, Cancellation or Nonrenewal

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized

representative and must be submitted to the City at the time Contractor signed this Agreement.

9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Work contemplated under this Agreement by Contractor is NOT included under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor's information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

Notice of Change to ROCIP: DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice of changes regarding a ROCIP program as applicable to Contractor's work or responsibilities under the ROCIP Safety Manual.

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

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2025 Building General Wage Decision

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: March 14, 2025
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, March 14, 2025**, 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 four stories) in accordance with the Denver Revised Municipal Code, § 20-76(c).

General Wage Decision No. CO20250020

Superseded General Decision No. CO20240020

Modification No. 3

Publication Date: 03/14/2025

(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.

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on August 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis-Bacon classifications under \$18.81 to comply with the city's minimum wage.

General Decision Number: CO20250020 03/14/2025

Superseded General Decision Number: CO20240020

State: Colorado

Construction Type: Building

Exhibit D

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS

(Does not include single-family homes or apartments up to and including four stories.)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

MODIFICATION NUMBER	PUBLICATION DATE
0	01/03/2025
1	02/07/2025
2	03/07/2025
3	03/14/2025

ASBE0028-002 07/01/2024	RATES	FRINGES
ASBESTOS WORKER/HEAT & FROST INSULATOR – MECHANICAL (DUCT, PIPE & MECHANICAL SYSTEM INSULATION)	\$34.98	\$16.47

Exhibit D

CARP0055-002 05/01/2024	RATES	FRINGES
CARPENTER (DRYWALL HANGING ONLY)	\$35.10	\$13.41

CARP1607-001 06/01/2024	RATES	FRINGES
MILLWRIGHT	\$42.50	\$17.93

ELEC0068-012 06/01/2024	RATES	FRINGES
ELECTRICIAN (INCLUDES LOW VOLTAGE WIRING)	\$44.95	\$19.08

ELEV0025-001 01/01/2024	RATES	FRINGES
ELEVATOR MECHANIC	\$56.57	\$40.35

FOOTNOTE:

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

ENGI0009-017 05/01/2024

POWER EQUIPMENT OPERATOR (CRANE)	RATES	FRINGE
141 TONS AND OVER	\$39.80	\$15.20
50 TONS AND UNDER	\$35.78	\$15.20
51 TO 90 TONS	\$36.09	\$15.20
91 TO 140 TONS	\$37.34	\$15.20

IRON0024-010 11/01/2024	RATES	FRINGES
IRONWORKER, STRUCTURAL/ORNAMENTAL	\$39.21	\$12.79

IRON00847- 11/01/2024	RATES	FRINGES
IRONWORKER, REINFORCING	\$55.25	\$3.65

PAIN0079-006 08/01/2022	RATES	FRINGES
PAINTER (BRUSH, ROLLER, AND SPRAY; EXCLUDES DRYWALL FINISHING/TAPING)	\$27.41	\$11.56

PAIN0079-007 08/01/2022	RATES	FRINGES
DRYWALL FINISHER/TAPER	\$28.11	\$11.56

PAIN0419-001 06/01/2022	RATES	FRINGES
SOFT FLOOR LAYER (VINYL AND CARPET)	\$18.81	\$14.33

PAIN0930-002 07/01/2024	RATES	FRINGES
GLAZIER	\$35.51	\$12.65

Exhibit D

PLUM0003-009 06/01/2024	RATES	FRINGES
PLUMBER (EXCLUDES HVAC DUCT, PIPE AND UNIT INSTALLATION)	\$45.43	\$20.15
PLUM0208-008 06/01/2024	RATES	FRINGES
PIPEFITTER (INCLUDES HVAC PIPE AND UNIT INSTALLATION; EXCLUDES HVAC DUCT INSTALLATION)	\$44.15	\$22.43
SFCO0669-002 04/01/2024	RATES	FRINGES
SPRINKLER FITTER (FIRE SPRINKLERS)	\$45.44	\$26.98
SHEE0009-004 07/01/2024	RATES	FRINGES
SHEET METAL WORKER (INCLUDES HVAC DUCT INSTALLATION; EXCLUDES HVAC PIPE AND UNIT INSTALLATION)	\$39.47	\$21.83
SUCO2013-006 07/31/2015	RATES	FRINGES
BRICKLAYER	\$21.96	\$0.00
CARPENTER: ACOUSTICAL CEILING INSTALLATION ONLY	\$22.40	\$4.85
CARPENTER: METAL STUD INSTALLATION ONLY	\$18.81	\$0.00
CARPENTER, EXCLUDES ACOUSTICAL CEILING INSTALLATION, DRYWALL HANGING, AND METAL STUD INSTALLATION	\$21.09	\$6.31
CEMENT MASON/CONCRETE FINISHER	\$20.09	\$7.03
LABORER: COMMON OR GENERAL	\$18.81	\$5.22
LABORER: MASON TENDER – BRICK	\$20.32	\$0.00
LABORER: MASON TENDER – CEMENT/CONCRETE	\$20.33	\$0.00
LABORER: PIPELAYER	\$19.26	\$3.68
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	\$20.78	\$5.78
OPERATOR: BOBCAT/SKID STEER/SKID LOADER	\$19.10	\$3.89
OPERATOR: GRADER/BLADE	\$21.50	\$0.00
ROOFER	\$18.85	\$0.00
TRUCK DRIVER: DUMP TRUCK	\$18.97	\$0.00
WATERPROOFER	\$18.81	\$0.00

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Exhibit D

Administrator Supplemental Rates

Specific to the Denver projects: Revision Date: 01/06/2025

CLASSIFICATION	BASE	FRINGE
BOILERMAKER	\$30.97	\$21.45
LABORER: CONCRETE SAW	\$18.81	\$0.00
PAPER HANGER	\$20.15	\$6.91
PLASTERER	\$24.60	\$12.11
PLASTER TENDER	\$18.81	\$0.00
TRUCK DRIVER: FLATBED	\$19.14	\$10.07
TRUCK DRIVER: SEMI	\$19.48	\$10.11

CLASSIFICATION: POWER EQUIPMENT OPERATOR	BASE	FRINGE
CONCRETE MIXER — LESS THAN ONE YD	\$23.67	\$10.67
CONCRETE MIXER – 1 YD AND OVER	\$23.82	\$10.68
DRILLERS	\$23.97	\$10.70
LOADER – UP TO AND INCLUDING SIX CU YD	\$23.67	\$10.67
LOADERS – OVER SIX CU YD	\$23.82	\$10.68
MECHANIC	\$18.81	\$0.00
MOTOR GRADER	\$23.97	\$10.70
OILERS	\$22.97	\$10.70
ROLLER	\$23.67	\$10.67

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

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

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2025 Heavy General Wage Decision

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: March 28, 2025
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Monday, March 31, 2025**, and applies to the City and County of Denver for **HEAVY 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, § 20-76(c).

General Wage Decision No. CO 20250002

Superseded General Decision No. CO 20240002

Modification No. 2

Publication Date: 03/28/2025

(6 pages)

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

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.81 to comply with the city's minimum wage.

General Decision Number: CO20250002 03/28/2025

Superseded General Decision Number: CO20240002

State: Colorado

Construction Type: Heavy

Exhibit D

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

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

MODIFICATION NUMBER	PUBLICATION DATE
0	01/03/2025
1	03/14/2025
2	03/28/2025

ASBE0028-001 07/01/2024	RATES	FRINGES
ASBESTOS WORKER/INSULATOR (INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS)	\$34.98	\$16.47

Exhibit D

BRCO0007-004 01/01/2024	RATES	FRINGES
BRICKLAYER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, AND WELD COUNTIES)	\$42.37	\$12.86
BRCO0007-006 05/01/2024	RATES	FRINGES
BRICKLAYER (INCLUDES EL PASO AND PUEBLO COUNTIES)	\$32.93	\$14.29
ELEC0012-011 09/01/2024	RATES	FRINGES
ELECTRICIAN (INCLUDES PUEBLO COUNTY)	\$33.55	\$15.71
ELEC0068-001 06/01/2024	RATES	FRINGES
ELECTRICIAN (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER, AND WELD COUNTIES)	\$44.95	\$19.08
ELEC0111-001 03/01/2025	RATES	FRINGES
LINE CONSTRUCTION		
LINE CONSTRUCTION/GROUNDMAN	\$26.09	16.75%+7.80
LINE EQUIPMENT OPERATOR / LINE TRUCK CREW	\$42.16	16.75%+7.80
LINEMAN GAS FITTER/WELDER	\$58.53	16.75%+7.80
ELEC0111-007 01/01/2025	RATES	FRINGES
ELECTRICIAN (INCLUDES MESA COUNTY)	\$31.75	\$13.25
ELEC0113-002 06/01/2024	RATES	FRINGES
ELECTRICIAN (INCLUDES EL PASO COUNTY)	\$38.20	\$18.10

Exhibit D

ENGI0009-001 05/01/2024	RATES	FRINGES
POWER EQUIPMENT OPERATORS		
BLADE: FINISH	\$34.58	\$15.20
BLADE: ROUGH	\$34.05	\$15.20
BULLDOZER	\$34.05	\$15.20
CRANES: 50 TONS AND UNDER	\$34.77	\$15.20
CRANES: 51 TO 90 TONS	\$35.07	\$15.20
CRANES: 91 TO 140 TONS	\$36.27	\$15.20
CRANES: 141 TONS AND OVER	\$38.63	\$15.20
FORKLIFT	\$34.58	\$15.20
MECHANIC	\$35.58	\$15.20
OILER	\$34.14	\$15.20
SCRAPER: SINGLE BOWL UNDER 40 CUBIC YARDS	\$35.20	\$15.20
SCRAPER: SINGLE BOWL, INCLUDING PUPS 40 CUBIC YARDS AND OVER AND TANDEM BOWLS	\$35.41	\$15.20
TRACKHOE	\$35.20	\$15.20
IRON0024-003 11/01/2024	RATES	FRINGES
IRONWORKER, STRUCTURAL	\$39.21	\$23.49
IRON 00847 11/01/2024	RATES	FRINGES
IRONWORKER, REINFORCING	\$55.25	\$3.65
LABO0086-001 05/01/2009	RATES	FRINGES
LABORERS: PIPELAYER	\$18.81	\$6.78
PLUM0003-005 06/01/2024	RATES	FRINGES
PLUMBER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES)	\$50.68	\$20.15
PLUM0058-002 07/01/2024	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES EL PASO COUNTY)	\$45.90	\$17.17
PLUM0058-008 07/01/2024	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES PUEBLO COUNTY)	\$45.90	\$17.17
PLUM0145-002 07/01/2024	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES MESA COUNTY)	\$38.67	\$15.08

Exhibit D

PLUM0208-004 06/01/2024	RATES	FRINGES
PIPEFITTERS (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES)	\$46.01	\$22.43

SHEE0009-002 07/01/2024	RATES	FRINGES
SHEET METAL WORKER	\$39.47	\$21.83

TEAM0455-002 05/01/2024	RATES	FRINGES
TRUCK DRIVERS: PICKUP	\$26.21	\$4.82
TRUCK DRIVERS: TANDEM/SEMI AND WATER	\$26.84	\$4.82

SUCO2001-006 12/20/2001	RATES	FRINGES
BOILERMAKER	\$18.81	\$**
TRUCK DRIVERS: TANDEM/SEMI AND WATER	\$26.84	\$4.82
CARPENTERS: FORM BUILDING AND SETTING	\$19.64	\$2.74
CARPENTERS: ALL OTHER WORK	\$18.81	\$3.37
CEMENT MASON/CONCRETE FINISHER	\$18.83	\$2.85
IRONWORKER, REINFORCING	\$18.81	\$3.90
LABORERS: COMMON	\$18.81	\$2.92
LABORERS: FLAGGER	\$18.81	\$3.80
LABORERS: LANDSCAPE	\$18.81	\$3.21
PAINTERS: BRUSH, ROLLER & SPRAY	\$18.81	\$3.26
POWER EQUIPMENT OPERATORS: BACKHOE	\$18.81	\$2.48
POWER EQUIPMENT OPERATORS: FRONT END LOADER	\$18.81	\$3.23
POWER EQUIPMENT OPERATORS: SKID LOADER	\$18.81	\$4.41

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

Exhibit D

Office of the Prevailing Wage Administrator for Supplemental Rates
 Specific to Denver projects: Revision Date 01-06-2025

Classification		Base	Fringe
Laborer	Group 1	\$18.81	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$18.81	\$2.92
Laborer (Flagger)		\$18.81	\$3.80
Laborer (Landscape)		\$18.81	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$18.81	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.81	\$8.30
	Group 2	\$18.81	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.81	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

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

City and County of Denver



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2025 Highway General Wage Decision

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: January 2, 2025
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, Friday, January 10, 2025, and applies to the City and County of Denver for **HIGHWAY 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. CO 20250009

Superseded General Decision No. CO 20230009

Modification No. 0

Publication Date: 01/2/2025

(7 pages)

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

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.81 to comply with the city's minimum wage. Contractors will also have to comply with the established Minimum Wage of \$18.81 for all apprentice classifications as base rate. Fringes will be added into the base rate amount.

General Decision Number: CO20250009 01/02/2025

Superseded General Decision Number: CO20240009

State: Colorado

Construction Type: Highway

Exhibit D

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification number Publication date

0	01/03/2025
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Exhibit D

CARP9901-008 05/01/2024	RATES	FRINGES
CARPENTER (Form Work Only)	\$33.11	\$12.17

ELEC0068-016 03/01/2011

	RATES	FRINGES
TRAFFIC SIGNAL INTALLATION		
Zone 1	\$26.42	4.75%+8.68
Zone 2	\$29.42	4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

- Colorado Springs - Nevada & Bijou
- Denver - Ellsworth Avenue & Broadway
- Ft. Collins - Prospect & College
- Grand Junction - 12th & North Avenue
- Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

ENGI0009-008 05/01/2024	RATES	FRINGES
POWER EQUIPMENT OPERATOR		
(3)-HYDRAULIC BACKHOE (Wheel Mounted, under 3/4 Yds), Hydraulic Backhoe (Backhoe/Loader Combination), Drill Rig Caisson (Smaller than Watson 2500 and Similar), Loader (Up to and including 6 Cu. Yd.)	\$35.03	\$15.20
(3)-LOADER (Under 6 Cu. Yd.) Denver County	\$35.03	\$15.20
(3)-MOTOR GRADER (Blade-Rough) Douglas County	\$33.19	\$15.20
(4)-CRANE (50 Tons And Under), SCRAPER (Single Bowl, Under 40 Cu. Yd)	\$35.78	\$15.20
(4)-LOADER (Over 6 Cu. Yd) Denver County	\$35.20	\$15.20
(5)-DRILL RIG CAISSON (Watson 2500 Similar Or Larger), CRANE (51-90 Tons), SCRAPER (40 Cu. Yd and Over)	\$35.41	\$15.20
(5)-MOTOR GRADER (Blade-Finish) Douglas County	\$35.58	\$15.20
(6)-CRANE (91-140 Tons)	\$35.28	\$15.20

SUCO2011-004 09/15/2011	RATES	FRINGES
CARPENTER (excludes form work)	\$19.27	\$5.08

CEMENT MASON/CONCRETE FINISHER	RATES	FRINGES
DENVER COUNTY	\$20.18	\$5.75
DOUGLAS COUNTY	\$18.75	\$3.00

Exhibit D

ELECTRICIAN (Excludes Traffic Signal Installation)	RATES \$35.13	FRINGES \$6.83
FENCE ERECTOR (Excludes Link/cyclone Fence Erection)	RATES \$18.94	FRINGES \$3.20
GUARDRAIL INSTALLER GUARDRAIL INSTALLER	RATES \$18.81	FRINGES \$3.20
HIGHWAY/PARKING LOT STRIPING Painter Denver Painter Douglas	RATES \$18.81 \$13.89	FRINGES \$3.21 \$3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation)	RATES \$55.25	FRINGES \$3.65
IRONWORKER, STRUCTURAL/ORNAMENTAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation)	RATES \$37.23	FRINGES \$12.79
LABORER ASPHALT RAKER ASPHALT SHOVELER ASPHALT SPREADER COMMON OR GENERAL (Denver County) COMMON OR GENERAL (Douglas County) CONCRETE SAW (Handheld) LANDSCAPE AND IRRIGATION MASON TENDER – CEMENT/CONCRETE (Denver County) MASON TENDER – CEMENT/CONCRETE (Douglas County) PIPELAYER (Denver County) PIPELAYER (Douglas County) TRAFFIC CONTROL (Flagger) TRAFFIC CONTROL (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers)	RATES \$18.81 \$21.21 \$19.10 \$19.30 \$16.29 \$18.81 \$18.81 \$18.81 \$16.29 \$18.81 \$16.30 \$18.81 \$21.69	FRINGES \$4.25 \$4.25 \$4.65 \$6.77 \$4.25 \$6.14 \$3.16 \$4.04 \$4.25 \$2.41 \$2.18 \$3.05 \$3.22
PAINTER (Spray Only)	RATES \$18.81	FRINGES \$2.87

Exhibit D

POWER EQUIPMENT OPERATOR	RATES	FRINGES
ASPHALT LAYDOWN (Denver County)	\$22.67	\$8.72
ASPHALT LAYDOWN (Douglas County)	\$23.67	\$8.47
ASPHALT PAVER (Denver County)	\$24.97	\$6.13
ASPHALT PAVER (Douglas County)	\$25.44	\$3.50
ASPHALT ROLLER (Denver County)	\$23.13	\$7.55
ASPHALT ROLLER (Douglas County)	\$23.63	\$6.43
ASPHALT SPREADER	\$22.67	\$8.72
BACKHOE/TRACKHOE (Douglas County)	\$23.82	\$6.00
BOBCAT/SKID LOADER	\$18.81**	\$4.28
BOOM	\$22.67	\$8.72
BROOM/SWEEPER (Denver County)	\$22.47	\$8.72
BROOM/SWEEPER (Douglas County)	\$22.96	\$8.22
BULLDOZER	\$26.90	\$5.59
CONCRETE PUMP	\$21.60	\$5.21
Drill (Denver County)	\$20.48	\$4.71
Drill (Douglas County)	\$20.71	\$2.66
FORKLIFT	\$18.81**	\$4.68
GRADER/BLADE (Denver County)	\$22.67	\$8.72
GUARDRAIL/POST DRIVER	\$18.81**	\$4.41
LOADER (Front End) (Douglas County)	\$21.67	\$8.22
MECHANIC (Denver County)	\$22.89	\$8.72
MECHANIC (Douglas County)	\$23.88	\$8.22
OILER (Denver County)	\$23.73	\$8.41
OILER (Douglas County)	\$24.90	\$7.67
ROLLER/COMPACTOR (Dirt and Grade Compaction) (Denver County)	\$20.30	\$5.51
ROLLER/COMPACTOR (Dirt and Grade Compaction) (Douglas County)	\$22.78	\$4.86
ROTOMILL	\$18.81**	\$4.41
SCREED (Denver County)	\$22.67	\$8.38
SCREED (Douglas County)	\$29.99	\$1.40
TRACTOR	\$18.81	\$2.95

TRAFFIC SIGNALIZATION	RATES	FRINGES
GROUNDSMAN (Denver County)	\$18.81	\$3.41
GRONDSMAN (Douglas County)	\$18.67	\$7.17

TRUCK DRIVER	RATES	FRINGES
DISTRIBUTOR (Denver County)	\$19.12	\$5.82
DISTRIBUTOR (Douglas County)	\$16.98**	\$5.27
DUMP TRUCK (Denver County)	\$18.81	\$5.27
DUMP TRUCK (Douglas County)	\$16.39	\$5.27
LOWBOY TRUCK	\$18.81	\$5.27
MECHANIC	\$26.48	\$3.50

Exhibit D

MULTI-PURPOSE SPECIALITY & HOISTING TRUCK (Denver County)	\$18.81	\$3.17
MUTLI-PURPOSE SPECIALITY & HOISTING TRUCK (Douglas County)	\$20.05	\$2.88
PICK UP AND PILOT CAR (Denver County)	\$18.81**	\$3.77
PICK UP AND PILOT CAR (Douglas County)	\$16.43**	\$3.68
SEMI/TRAILER TRUCK	\$18.91	\$4.13
TRUCK MOUNTED ATTENUATOR	\$18.81	\$3.22
WATER TRUCK (Denver County)	\$26.27	\$5.27
WATER TRUCK (Douglas County)	\$19.46	\$2.58

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

Exhibit D

Office of the Prevailing Wage Administrator for Supplemental Rates

Specific to Denver projects: Revision Date 01-06-2025

Classification		Base	Fringe
Guard Rail Installer		\$18.81	\$3.20
Highway Parking Lot Striping: Painter		\$18.81	\$3.21
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$18.81	\$3.16
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.81	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$18.81	\$3.22

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

City and County of Denver



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AUDITOR

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2025 Prevailing Wage Administrator Schedule

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: March 13, 2025
SUBJECT: Latest Change to Prevailing Wage Schedules

Please find an attachment of the current Prevailing Wage Schedule issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c) and its recent amendment for the creation of the Prevailing Wage Administrator. This schedule does not include the Davis-Bacon rates. The Davis-Bacon wage rates will continue to be published separately as they are announced. The new updated Wages will now be named Prevailing Wage Administrator Wages (PWA) as per the amendment of the Ordinance.

Modification No. 174

Publication Date: March 13, 2025

(13 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to, and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor. The employer and the individual apprentice must be registered in a program, which has received prior approval by the U.S. Department of Labor. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale. These Wages have been adjusted to reflect Denver Minimum Wage increase of \$18.81 per hour enacted on January 1st, 2025.

Exhibit D

APPLIANCE MECHANIC

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
APPLIANCE MECHANIC	\$24.44	\$7.62

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

The Appliance Mechanic installs, services and repairs stoves, refrigerators, dishwashing machines, exercise equipment and other electrical household or commercial appliances, using hand tools, test equipment and following wiring diagrams and manufacturer's specifications. The position also is responsible for the maintenance of tunnel carwash systems but not the install, that belongs to the Millwright position. Responsibilities include: connects appliance to power source and test meters, such as wattmeter, ammeter, or voltmeter, observes readings on meters and graphic recorders, examines appliance during operating cycle to detect excess vibration, overheating, fluid leaks and loose parts, and disassembles appliances and examines mechanical and electrical parts. Additional duties include traces electrical circuits, following diagram and locates shorts and grounds, using ohmmeter, calibrates timers, thermostats and adjusts contact points, and cleans and washes parts, using wire brush, buffer, and solvent to remove carbon, grease and dust. Replaces worn or defective parts, such as switches, pumps, bearings, transmissions, belts, gears, blowers and defective wiring, repairs and adjusts appliance motors, reassembles appliance, adjusts pulleys and lubricates moving parts, using hand tools and lubricating equipment.

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

BUILDING ENGINEER

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
BUILDING ENGINEER	\$35.04	\$8.65

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

Exhibit D

CONVEYANCE SYSTEM MAINTENANCE SERIES

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
ENTRY-SUPPORT MECHANIC	\$26.52	\$7.86
MACHINERY MAINTENANCE MECHANIC	\$29.39	\$8.19
CONTROLS SYSTEM TECHNICIAN	\$35.77	\$8.93

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

This classification was previously listed as Baggage Handling System Maintenance. The title of the series has been changed to be inclusive of other types of similar work.

Entry Support Mechanic

The Entry Support Mechanic (ESM) applies basic mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Under supervision of a Machinery Maintenance Mechanic (MMM) or Control Systems Technician (CRO), the ESM performs cleaning, routine inspections, preventive, corrective and emergency maintenance based on an established maintenance program. The ESM clears jams and faults and may physically move items during failures.

Machinery Maintenance Mechanic

The Machinery Maintenance Mechanic (MMM) applies advanced mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Performs cleaning of all parts of the system, routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance within the system based on an established maintenance program. The MMM shall inspect all equipment for proper operation and performance including but not limited to conveyors, lifts, diverters and automatic tag readers. The MMM troubleshoots, repairs, replaces, and rebuilds conveyor components including but not limited to; motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized tools. The MMM may assist the Control Systems Technician (CST) with clearing electrical faults and electrical repairs. The MMM reads and interprets manufacturers’ maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The MMM clears jams and faults in the system and may physically move items during failures. The MMM will operate a Central Monitoring Facility/Control Room, these duties include; using multiple computer systems for monitoring the system and running reports, communicating faults in the system using a radio and telephone, and communicating with stakeholders. The MMM performs on-site training of ESM.

Exhibit D

Controls System Technician

The Control Systems Technician (CST) applies advanced technical knowledge to perform maintenance and operational tasks on a conveyance system. Performs all duties assigned to an MMM in addition to the following routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance of complex components within the system based on an established maintenance program. The CST is responsible for resolving difficult controls, electrical and mechanical problems. The CST troubleshoots, repairs, replaces, and rebuilds complex electro-mechanical systems and conveyor components including but not limited to; programmable logic controllers, input and output modules, electrical switches, variable frequency drives, 110V AC and 24V DC controls devices, automatic tag readers, electrical control panels, 110V - 480V AC components and motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized mechanical and electrical tools. The CST reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The CST clears mechanical, electrical and controls faults, jams and may physically move items during failures. The CST performs on-site training and competency evaluations of MMM and ESM.

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

CUSTODIANS

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
CUSTODIAN I	\$22.03	\$8.60 (Single) \$9.08 (Plus One Child[ren]) \$9.64 (Plus One-Spouse) \$11.23 (Family)
CUSTODIAN II	\$22.38	\$8.67 (Single) \$9.14 (Plus One-Child[ren]) \$9.71 (Plus One-Spouse) \$11.30 (Family)

Benefits and Overtime

- Parking With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking.
- RTD Bus Pass Employer will provide employees with the Bus Pass or pay (\$0.32) per hour for travel differential.
- Shift Differential 2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hour
3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hour

Exhibit D

Overtime Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee’s basic straight time hourly rate of pay.

Lunch Any employee working seven and a half (7 ½) hours in a day is entitled to a thirty (30) minute paid lunch.

Note ****The effective date is provided following industry standards established by the PW Administrator & the CBA negotiated by SEIU Local 105. The previously approved terms adopted by the Career Service Board in their Public Hearing on March 15, 2007 in regards to contractors providing fringe benefits or a cash equivalent at no less than single rate amount will still be enforced by the Administrator.***

The Career Service Board in their public hearing on March 15, 2007, approved to amend prevailing wages paid to the Custodian as follows: “All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification.”

Custodian I

Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.

Custodian II

Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators, floor strippers and waxers, carpet shampoos, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

DIA OIL & GAS

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
DERRICK HAND/ROUSTABOUT	\$18.81	\$6.92
ELECTRICIAN	\$29.02	\$8.15
ECHANIC	\$29.18	\$8.17
PIPEFITTER	\$30.93	\$8.37
RIG/DRILL OPERATOR	\$24.71	\$7.65

Exhibit D

TRUCK DRIVER

| \$25.53

\$7.75

Heavy Equipment Mechanic (Mechanic)

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

Pipefitter

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

Well Driller (Rig/Drill Operator)

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

Laborer (Derrick Hand/Roustabout)

The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage

Exhibit D

or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash.

Truckdriver

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

ELEVATOR MECHANIC

Effective 1-18-2018, the Elevator Mechanic classification will utilize the base pay and fringe benefits for the Elevator Mechanic classification under the **Davis Bacon Building Wage Determination**.

FINISHER & JOURNEYMAN

TILE, MARBLE, AND TERRAZZO

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
TILE FINISHER	\$26.13	\$8.91
TILE SETTER	\$32.08	\$8.91

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

Tile Setter: Applies to workers who apply tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools and all places where tiles may be used to form a finished surface for practical use, sanitary finish or decorative purpose.

FIRE EXTINGUISHER REPAIRER

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
FIRE EXTINGUISHER REPAIRER	\$21.14	\$7.24

The Fire Extinguisher Repairer performs the following duties: repairs and tests fire extinguishers in repair shops and in establishments, such as factories, homes, garages, and

Exhibit D

office buildings, using hand tools and hydrostatic test equipment, this repairer dismantles extinguisher and examines tubing, horns, head gaskets, cutter disks, and other parts for defects, and replaces worn or damaged parts. Using hand tools, this repairer cleans extinguishers and recharges them with materials, (such as soda water and sulfuric acid, carbon tetrachloride, nitrogen or patented solutions); tests extinguishers for conformity with legal specifications using hydrostatic test equipment and may install cabinets and brackets to hold extinguishers.

Exhibit D

FUEL HANDLER SERIES

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
FUEL FACILITY OPERATOR	\$23.41	\$7.50
LEAD FUEL FACILITY OPERATOR	\$24.48	\$7.62
FUEL DISTRIBUTION SYSTEM MECHANIC	\$30.74	\$8.35
LEAD FUEL DISTRIBUTION SYSTEM MECHANIC	\$32.14	\$8.51

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

Fuel Facility Operator

Receives, stores, transfers, and issues fuel. Performs various testing procedures and documentation on fuel samples. Gauges tanks for water, temperature and fuel levels. Performs temperature and gravity testing for correct weight of fuel. Checks pumping systems for correct operating pressure or unusual noises. Inspects fuel receiving, storage, and distribution facilities to detect leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Operates a 24-hour control center; operates various computer equipment to determine potential equipment failure, leak and cathodic protection systems, pump failure, and emergency fuel shutoff systems. Monitors quality of fuel and drains excess condensation from fuel sumps and underground fuel pits. Inspects fuel tank farm for such items as leaks, low pressure, and unauthorized personnel. Performs general housekeeping and grounds maintenance for terminal, pipeline and dock areas, including fuel pits and valve vault cleaning and pump out activities. May connect lines, grounding wires, and loading and off-loading arms of hoses to pipelines. May assist Fuel Distribution System Mechanics by preparing work areas. Maintains record of inspections, observations and test results

Lead Fuel Facility Operator

Under the supervision of Facility Manager, or Operations Manager, maintains the purity of the fuel to be dispensed for all airline customers. Assist the Operations Manager with daily schedules, delegation of work duties, special projects, training, and performance of Fuel Facility Operators.

Fuel Distribution System Mechanic

Maintains and repairs fuel storage and distribution systems, equipment and filtration systems, and differential pressure valves. Corrects leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Inspects electrical wiring, switches, and controls for safe-operating condition, grounding, and adjustment; may make minor repairs. Lubricates and repacks valves. Lubricates pumps, replaces gaskets, and corrects pumping equipment misalignment. May clean strainers and filters, service water separators, and check meters for correct delivery and calibration. Overhauls system components such as pressure regulating valves and excess valves. Disassembles, adjusts, aligns, and calibrates gauges and meters or

Exhibit D

replaces them. Removes and installs equipment such as filters and piping to modify system or repair and replace system component. Cleans fuel tanks and distribution lines. Removes corrosion and repaints surfaces. Overhauls vacuum and pressure vents, floating roof seals, hangers, and roof sumps. Some positions maintain fuel-servicing equipment such as hydrant and tanker trucks. Maintains record of inspections and repairs and other related paperwork as required.

Lead Fuel Distribution System Mechanic

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

FURNITURE MOVERS

Moving, Storage and Cartage Workers

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
LABORER/HELPER	\$18.81	\$6.92
FURNITURE DRIVER/PACKER	\$19.16	\$7.01
LEAD FURNITURE MOVER	\$20.03	\$7.11

GLYCOL FACILITY

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
DE-ICING FACILITY OPERATOR	\$29.12	\$8.16
MAINTENANCE MECHANIC	\$29.33	\$8.18
GLYCOL PLANT SPECIALIST	\$18.81	\$6.92

De-icing Facility Operator

The De-icing Facility Operator is responsible for the safe and efficient daily operation of all aircraft de-icing fluid equipment to include: mechanical vapor recompression (concentrators), distillation, polishing, distribution, and collection systems as well as daily routine chores to include: operating and controlling all facility machines and equipment associates with the aircraft deicing fluid system (ADS). Operate electrical motors, pumps and valves to regulate flow, add specific amounts of chemicals such as hydrochloric acid or sodium hydroxide to fluid(s) for adjustment as required, turn valves, change filters/activated carbon, and clean tanks as needed to optimize productivity. Monitor panel boards/HMI/PLC's, adjust control flow rates, repairs, and lubricate machinery and equipment using hand powered tools. Test fluids to determine quality controlling methods. Record data as necessary and maintain good housekeeping of the facility.

Exhibit D

Maintenance Mechanic

The position of the Machinery Maintenance Mechanic will be primarily responsible for the routine maintenance and repairs of all facility equipment. Responsible for repairs to machinery and mechanical equipment, examine machines and mechanic equipment to diagnose source of trouble, dismantling or partly dismantling machines and performing repairs that mainly involve the use of hand tools in scraping and fitting parts, replacing broken or defective parts with items obtained from stock, ordering replacement parts, sending parts to a machine shop or equivalent for major repairs, preparing specific written specifications for repairs, SOP's for minor repairs, reassembly of machines and mechanical equipment, and making any necessary adjustments to all equipment for operational optimization.

Glycol Plant Specialist/Material Handling Laborer

The Material Handling Laborer is responsible for the safe and efficient daily documentation/recording of all ADF processors, distillation and polishing systems, as well as the distribution and collection system. Performing physical tasks to transport and/or store materials or fluids. Duties involve one or more of the following: manually loading or unloading trucks, tankers, tanks, totes, drums, pallets, unpacking, placing items on storage bins or proper locations. Utilizing hand carts, forklift, or wheelbarrow. Completing daily fluid inventory, to include tank measuring and completing fluid accountability records. Responsible for the overall facility housekeeping and general cleanliness. Escort vehicles and tankers in and out of the facility, change out filters as required on all systems, take samples and test for quality control and document the findings.

PARKING ELECTRONICS TECHNICIAN

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
PARKING ELECTRONICS TECHNICIAN	\$26.84	\$7.90

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

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

Exhibit D

PEST CONTROLLER

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
PEST CONTROLLER	\$22.45	\$7.39

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

QUALITY CONTROL & ASSURANCE TECHNICIAN

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
QUALITY CONTROL & ASSURANCE TECHNICIAN	\$25.35	\$7.47

The Quality Control & Assurance Technician provides support to Inland Technologies operations by independently performing standard analysis on samples related to the manufacture of spent de-icing fluid to a 99% recycled glycol product and wastewater discharge. The Quality Control and Assurance Technician will continually look at ways to improve products and processes to exceed customer quality demands and decrease operational costs.

*OHR reviewed data in June of 2023 and rate is not increasing so no changes will be made.

SIGN ERECTOR

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
SIGN ERECTOR	\$21.09	\$6.31

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

Exhibit D

*OHR pulled the wages in December of 2022 and data has remained the same so there is no recommendation to change the base wage or fringes.

TREE TRIMMERS

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
TREE TRIMMER	\$23.57	\$7.52

*OHR pulled the wages in October of 2021 and data has remained the same so there is no recommendation to change the base wage or fringes.

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

WINDOW CLEANER

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
WINDOW CLEANER	\$29.89	\$9.53 (Employee) \$11.37 (Children) \$11.09 (2-Party) \$13.50 (Family)

Benefits/Overtime

Parking The Company shall reimburse the cost of parking (per month) to employees furnishing a monthly parking receipt from the approved parking lot. The Employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.

Shift Differential Employees working on the night shift shall be awarded a shift differential of \$0.85 per hour worked. *Note: All wage increases become effective on the first day of the first full pay period following the above dates.*

Exhibit D

Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.75 per hour above highest paid employee under supervision
High Work	\$1.85 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.

Note:

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

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

STANDARD SPECIFICATIONS FOR CONSTRUCTION, SPECIAL CONTRACT CONDITIONS

Office of Primary: Responsibility: Design Engineering and Construction – Project Delivery Office
Supersedes: STANDARD SPECIFICATIONS FOR CONSTRUCTION, SPECIAL CONTRACT CONDITIONS,
FEBRUARY 2025, REV 4
Certified by: Senior Director, Project Delivery

CONTENTS

TITLE 1	DEFINITIONS	8
SC-101	CITY.....	8
SC-102	CONTRACT	8
SC-103	CONTRACT AMOUNT	8
SC-104	CONTRACT DOCUMENTS.....	8
SC-105	CONTRACT TIME.....	9
SC-106	CONTRACTOR	9
SC-107	CONTRACTOR PERSONNEL	9
SC-108	DAYS.....	9
SC-109	DEPUTY MANAGER	9
SC-110	DESIGNER	9
SC-111	FINAL COMPLETION	9
SC-112	MANAGER.....	9
SC-113	PRODUCT DATA	9
SC-114	PROJECT	9
SC-115	PROJECT MANAGER.....	9
SC-116	SAMPLES	9
SC-117	SHOP DRAWINGS.....	10
SC-118	SUBCONTRACTOR.....	10
SC-119	SUBSTANTIAL COMPLETION.....	10
SC-120	SUPPLIER.....	10

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
 DENVER INTERNATIONAL AIRPORT
 8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-121	WORK.....	10
TITLE 2	CITY ADMINISTRATIVE ORGANIZATIONS; LINE OF AUTHORITY	10
SC-201	DEPARTMENT OF AVIATION	10
SC-202	MANAGER OF AVIATION	10
SC-203	DEPARTMENT OF PUBLIC WORKS.....	11
SC-204	MANAGER OF PUBLIC WORKS.....	11
SC-205	BUILDING INSPECTION.....	11
SC-206	ZONING	11
SC-207	DIVISION OF SMALL BUSINESS OPPORTUNITY	11
SC-208	CITY AUDITOR	11
SC-209	MANAGER OF FINANCE	11
SC-210	CITY ATTORNEY	11
SC-211	OFFICE OF RISK MANAGEMENT.....	11
SC-212	CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY	11
SC-213	CITY'S COMMUNICATIONS WITH THE CONTRACTOR.....	12
TITLE 3	CONTRACTOR PERFORMANCE AND SERVICES	12
SC-301	CONSIDERATION (CONTRACTOR'S PROMISE OF PERFORMANCE)	12
SC-302	NOTICE TO PROCEED AND COMPLETION OF THE WORK	12
SC-303	EXACT CONTRACTOR PERFORMANCE.....	13
SC-304	SUBSTITUTED PERFORMANCE	13
SC-305	WORK PERFORMED UNDER ADVERSE WEATHER CONDITIONS	13
SC-306	WORKING HOURS AND SCHEDULE.....	13
SC-307	CONTRACTOR'S SUPERINTENDENT.....	13
SC-308	COMMUNICATIONS.....	13
SC-309	CONTRACTOR SUBMITTALS AND OTHER WRITTEN COMMUNICATIONS TO THE CITY	14
SC-310	COMPETENCE OF CONTRACTOR'S WORK FORCE	14
SC-311	NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT.....	14
SC-312	CONDUCT OF CONTRACTOR'S PERSONNEL.....	14
SC-313	SUGGESTIONS TO CONTRACTOR	14
SC-314	WORK FORCE	14

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
 DENVER INTERNATIONAL AIRPORT
 8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-315	CONSTRUCTION MACHINES AND STANDBY EQUIPMENT.....	14
SC-316	CUTTING AND PATCHING THE WORK.....	15
SC-317	PERMITS AND LICENSES	15
SC-318	CONSTRUCTION SURVEYS.....	15
SC-319	PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS.....	15
SC-320	TRADEMARKS, COPYRIGHTS AND PATENTED DEVICES, MATERIALS, AND PROCESSES...	15
SC-321	PROJECT SIGNS.....	15
SC-322	PUBLICITY AND ADVERTISING	15
SC-323	TAXES	15
SC-324	DOCUMENTS AND SAMPLES AT THE SITE.....	15
SC-325	CLEANUP DURING CONSTRUCTION.....	15
SC-326	SANITARY FACILITIES	15
SC-327	POWER, LIGHTING, HEATING, VENTILATING, AIR CONDITIONING AND WATER SERVICES	15
TITLE 4	CONTRACT DOCUMENTS (DRAWINGS AND SPECIFICATIONS)	16
SC-401	CONTRACT DOCUMENTS - REVIEW AND INTERPRETATION	16
SC-402	OWNERSHIP OF CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS	16
SC-403	CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR	16
	16	
SC-404	REQUESTS FOR INFORMATION OR CLARIFICATION	17
SC-405	SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.....	17
SC-406	SUBSTITUTION OF MATERIALS AND EQUIPMENT	17
TITLE 5	SUBCONTRACTS.....	17
SC-501	SUBCONTRACTS	17
SC-502	SUBCONTRACTOR ACCEPTANCE	17
TITLE 6	TIME OF COMMENCEMENT AND COMPLETION	17
SC-601	BEGINNING, PROGRESS AND TIME OF COMPLETION	17
SC-602	LIQUIDATED DAMAGES, ADMINISTRATIVE COSTS; ACTUAL DAMAGES	18
SC-603	DELAY DAMAGES.....	18
TITLE 7	COOPERATION, COORDINATION AND RATE OF PROGRESS	18
SC-701	COOPERATION WITH OTHER WORK FORCES	18

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
 DENVER INTERNATIONAL AIRPORT
 8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-702	COORDINATION OF THE WORK.....	19
SC-703	COORDINATION OF PUBLIC CONTACT	19
SC-704	RATE OF PROGRESS	20
TITLE 8	PROTECTION OF PERSONS AND PROPERTY	20
SC-801	SAFETY OF PERSONS.....	20
SC-802	PROTECTIVE DEVICES AND SAFETY PRECAUTIONS	20
SC-803	PROTECTION OF PROPERTY AND WORK IN PROGRESS	20
SC-804	PROTECTION OF MUNICIPAL, PUBLIC SERVICE OR UTILITY SYSTEMS	20
SC-805	PROTECTION OF STREET AND ROAD SYSTEM	21
SC-806	PROTECTION OF DRAINAGE WAYS	21
SC-807	PROTECTION OF THE ENVIRONMENT	21
SC-808	HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES.....	21
SC-809	ARCHEOLOGICAL AND HISTORICAL DISCOVERIES	21
TITLE 9	COMPENSATION.....	21
SC-901	CONSIDERATION (CITY'S PROMISE TO PAY)	22
SC-902	PAYMENT PROCEDURE	22
SC-903	SCHEDULE OF VALUES IN LUMP SUM CONTRACTS	24
SC-904	UNIT PRICE CONTRACTS.....	24
SC-905	PROGRESS PERIOD	25
SC-906	APPLICATIONS FOR PAYMENT	25
SC-907	RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT	28
SC-908	RETAINAGE	29
SC-909	ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS	29
SC-910	FINAL ESTIMATE AND PAYMENT.....	29
SC-911	ACCOUNTING OF COSTS AND AUDIT.....	29
TITLE 10	WAGES.....	30
SC-1001	PREVAILING WAGE ORDINANCE	30
SC-1002	POSTING OF THE APPLICABLE WAGE RATES	30
SC-1003	RATE AND FREQUENCY OF WAGES PAID.....	30
SC-1004	REPORTING WAGES PAID.....	30

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
 DENVER INTERNATIONAL AIRPORT
 8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-1005	FAILURE TO PAY PREVAILING WAGES	30
TITLE 11	CHANGES IN THE WORK, CONTRACT PRICE OR CONTRACT TIME.....	30
SC-1101	CHANGE ORDER	30
SC-1102	CITY INITIATED CHANGES	31
SC-1103	CONTRACTOR CHANGE REQUEST.....	31
SC-1104	ADJUSTMENT TO CONTRACT AMOUNT.....	31
SC-1105	TIME EXTENSIONS	31
TITLE 12	CONTRACTOR CLAIMS FOR ADJUSTMENT AND DISPUTES.....	31
SC-1201	NOTICE OF INTENT TO CLAIM.....	31
SC-1202	SUBMITTAL OF CLAIMS	31
SC-1203	WAIVER OF CLAIMS	31
TITLE 13	DISPUTES	32
SC-1301	DISPUTES	32
TITLE 14	SITE CONDITIONS.....	32
SC-1401	DIFFERING SITE CONDITIONS	32
SC-1402	SITE INSPECTIONS AND INVESTIGATIONS.....	32
TITLE 15	PERFORMANCE AND PAYMENT BONDS	32
SC-1501	SURETY BONDS.....	32
SC-1502	PERFORMANCE BOND	33
SC-1503	PAYMENT BOND	33
TITLE 16	INSURANCE AND INDEMNIFICATION	33
SC-1601	INSURANCE.....	33
SC-1602	DEFENSE AND INDEMNIFICATION	33
TITLE 17	INSPECTION AND DEFECTS	33
SC-1701	CONSTRUCTION INSPECTION BY THE CITY	33
SC-1702	AUTHORITY OF INSPECTORS.....	33
SC-1703	OBSERVABLE DEFECTS.....	33
SC-1704	DEFECTS - UNCOVERING WORK	33
SC-1705	LATENT DEFECTS.....	33
SC-1706	REMOVAL OF DEFECTIVE MATERIALS AND WORK.....	34

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
 DENVER INTERNATIONAL AIRPORT
 8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

TITLE 18	WARRANTIES, GUARANTEES AND CORRECTIVE WORK	34
SC-1801	CONTRACTOR'S WARRANTIES, GUARANTEES AND CORRECTION OF WORK.....	34
SC-1802	PERFORMANCE DURING WARRANTY PERIOD	34
TITLE 19	SUBSTANTIAL COMPLETION OF THE WORK	34
SC-1901	CONTRACTOR'S NOTICE OF SUBSTANTIAL COMPLETION	34
SC-1902	INSPECTION AND PUNCH LIST	34
SC-1903	CERTIFICATE OF SUBSTANTIAL COMPLETION	34
SC-1904	RIGHT OF EARLY OCCUPANCY OR USE.....	34
TITLE 20	FINAL COMPLETION AND ACCEPTANCE OF WORK	34
SC-2001	CLEAN-UP UPON COMPLETION	34
SC-2002	FINAL COMPLETION AND ACCEPTANCE OF THE WORK	34
SC-2003	FINAL SETTLEMENT	35
TITLE 21	SUSPENSION OF WORK	35
SC-2101	SUSPENSION OF WORK.....	35
SC-2102	SUSPENSION OF THE WORK FOR THE CITY'S CONVENIENCE	35
SC-2103	SUSPENSION BECAUSE OF ORDER OF CITY, STATE OR FEDERAL COURT OR AGENCY	35
SC-2104	SUSPENSION RESULTING FROM CONTRACTOR'S FAILURE TO PERFORM	35
TITLE 22	CITY'S RIGHT TO TERMINATE THE CONTRACT	35
SC-2201	TERMINATION OF CONTRACT FOR CAUSE	35
SC-2202	TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY	35
TITLE 23	MISCELLANEOUS PROVISIONS.....	35
SC-2301	PARTIES TO THE CONTRACT	35
SC-2302	FEDERAL AID PROVISIONS.....	35
SC-2303	NO WAIVER OF RIGHTS.....	36
SC-2304	NO THIRD PARTY BENEFICIARY	36
SC-2305	GOVERNING LAW; VENUE.....	36
SC-2306	ABBREVIATIONS	36
SC-2307	STATUTE OF LIMITATIONS IN C.R.S. § 13-80-102(1)(h)	36
TITLE 24	DEN PROVISIONS	36
SC-2401	VEHICLE PERMITTING.....	36

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-2402	PROHIBITION ON USE OF CCA-TREATED WOOD PRODUCTS.....	36
SC-2403	SECURITY AND PERSONNEL ACCESS	36
TITLE 25	FEDERAL PROVISIONS	38

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

The City and County of Denver (“City”) Construction Contract General Conditions, which constitute a part of the Contract Documents, are outlined 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 (informally referred to as the “Yellow Book”). The General Contract Conditions are also available at:

<https://www.denvergov.org/content/dam/denvergov/Portals/743/documents/2011%20DENVER%20GENERAL%20CONTRACT%20CONDITIONS.pdf>.

The following are listed and deemed as "Special Conditions" (“SC”) as listed in the terms and definitions of the contract documents, the Standard Specifications for Construction, and General Contract Conditions.

TITLE 1 DEFINITIONS

SC-101 CITY

No Change.

SC-102 CONTRACT

No Change.

SC-103 CONTRACT AMOUNT

No Change.

SC-104 CONTRACT DOCUMENTS

- .1 General Condition 104 is hereby amended to include: The City, through DEN, will provide the following Contract Documents to the Contractor in electronic format at no expense to the Contractor:
 - A. Document(s):
 - (1) Documents to be listed with each Task Order proposal.
 - B. Drawings: The City will provide drawings and specifications specific to the work contemplated at the time that the DEN solicits the Contractor’s proposal for the work contemplated. Final versions of these drawings and specifications will be provided to the Contractor and incorporated, as applicable, and shall become Contract Documents. Additional copies of the Contract Documents may be furnished to the Contractor at the Contractor’s expense. The Contractor shall be responsible for supplying all subcontractors with copies of the Contract Documents at the Contractor’s expense.
 - (1) Drawings to be listed with each Task Order proposal.

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

- .2 Additional copies of the Contract Documents may be furnished to the Contractor at the Contractor's expense. The Contractor shall be responsible for supplying all subcontractors with copies of the Contract Documents at the Contractor's expense.

SC-105 CONTRACT TIME

No Change.

SC-106 CONTRACTOR

No Change.

SC-107 CONTRACTOR PERSONNEL

No Change.

SC-108 DAYS

No Change.

SC-109 DEPUTY MANAGER

No Change.

SC-110 DESIGNER

No Change.

SC-111 FINAL COMPLETION

No Change.

SC-112 MANAGER

No Change.

SC-113 PRODUCT DATA

No Change.

SC-114 PROJECT

No Change.

SC-115 PROJECT MANAGER

No Change.

SC-116 SAMPLES

No Change.

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-117 SHOP DRAWINGS

No Change.

SC-118 SUBCONTRACTOR

No Change.

SC-119 SUBSTANTIAL COMPLETION

- .1 General Contract Condition 119, SUBSTANTIAL COMPLETION, is hereby deleted in its entirety and replaced with the following:
 - A. “Substantial Completion” of the Work means the Work has progressed to the point that the City can beneficially occupy and utilize the Work for the purposes for which it is intended, and the Work complies with all applicable codes and regulations, including, if required, issuance of a certificate of occupancy, or certification of suitability for use from the appropriate governmental agencies, as determined by the Project Manager in their sole discretion.
 - B. The achievement of Substantial Completion shall be determined by the Project Manager in their sole discretion. The Project Manager will advise the Contractor in writing when Substantial Completion of the Work has been achieved.

SC-120 SUPPLIER

No Change.

SC-121 WORK

No Change.

TITLE 2 CITY ADMINISTRATIVE ORGANIZATIONS; LINE OF AUTHORITY

SC-201 DEPARTMENT OF AVIATION

- .1 The second sentence of General Condition 201, DEPARTMENT OF AVIATION, is amended to read: “The unit responsible for this management and control is the Design, Engineering, and Construction Division (“DEC”) under the supervision of the Senior Vice President for Design, Engineering, and Construction.

SC-202 MANAGER OF AVIATION

No Change.

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-203 DEPARTMENT OF PUBLIC WORKS

No Change.

SC-204 MANAGER OF PUBLIC WORKS

No Change.

SC-205 BUILDING INSPECTION

No Change.

SC-206 ZONING

No Change.

SC-207 DIVISION OF SMALL BUSINESS OPPORTUNITY

No Change.

SC-208 CITY AUDITOR

No Change.

SC-209 MANAGER OF FINANCE

No Change.

SC-210 CITY ATTORNEY

No Change.

SC-211 OFFICE OF RISK MANAGEMENT

No Change.

SC-212 CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY

- .1 In accordance with General Condition 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the City's line of authority for the administration of this Contract is:
- A. Chief Executive Officer, Department of Aviation ("CEO"). Executive Office, 9th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249. Any reference to the Manager of Aviation shall also mean the CEO.
 - B. Executive Vice President – Chief Construction and Infrastructure Officer ("EVP-CCIO"), who reports to the CEO. Executive Office, 9th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
 DENVER INTERNATIONAL AIRPORT
 8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

- C. Senior Vice President – Design, Engineering, and Construction f/k/a Airport Infrastructure Management (“SVP-DEC”) who reports to the EVP-CCIO. DEC, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.
- D. Senior Director of Project Delivery, who reports to the SVP-DEC. DEC, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.
- E. Director of Infrastructure, who reports to the Senior Director of Project Delivery. DEC, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.
- F. The Project Manager is the City representative with day-to-day administrative responsibility for this Contract and reports to the Director of Facility Design and Construction. All notices, requests, pay applications (pursuant to General Condition 902), and other correspondence from the Contractor shall be sent to the assigned Project Manager unless otherwise provided in this Contract.
- G. The CEO may occasionally substitute a different City official as the designated “SVP-DEC” hereunder, and any such change will be effective upon the issuance of written notice to the Contractor, which identifies the successor SVP-DEC. The SVP-DEC 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, the Project Manager.

SC-213 CITY’S COMMUNICATIONS WITH THE CONTRACTOR

No Change.

TITLE 3 CONTRACTOR PERFORMANCE AND SERVICES

SC-301 CONSIDERATION (CONTRACTOR’S PROMISE OF PERFORMANCE)

No Change.

SC-302 NOTICE TO PROCEED AND COMPLETION OF THE WORK

- .1 General Condition 302, NOTICE TO PROCEED AND COMPLETION OF THE WORK is hereby amended to add the following:
 - A. Initial Contract award is not authorization for the Contractor to proceed with the Work or to proceed with mobilization. In order to establish that Task Order Work is authorized, the SVP-DEC or delegate will issue a Notice to Proceed authorizing Work and/or mobilization to begin (a “Task Order NTP”). Task Order NTPs may reflect authorization to begin administrative activities, or construction activities.
 - (1) Upon issuance of an Administrative Task Order NTP, the Contractor is authorized to incur reimbursable costs related to insurance, procurement of long-lead items, payment and performance bonds, and other essential activities such as developing site-specific

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

- safety plans, and establishing security access (vehicular access and personnel badging), etc. These authorized activities will be defined in the NTP. Home office overhead, core staff, and other allowable general conditions costs are not authorized under the initial NTP.
- (2) Core staff and agreed-upon general conditions costs, as well as mobilization and construction activities are authorized only once the Work is authorized pursuant to a Construction Task Order NTP issued by the City, and only for the duration stated in the Task Order and NTP.
- B. Solicitations for Task Order pricing proposals shall not authorize the Contractor to accumulate reimbursable costs. Costs for Task Order proposal preparation, Task Order negotiation, and change order negotiations shall not be reimbursable. Upon the Substantial Completion of Work under any subsequent NTP, including a subsequent NTP and/or Task Order, whichever is applicable, reimbursement for these general condition costs expires unless otherwise agreed to in writing and authorized by the Project Manager, limited to the sole and only purpose of facilitating Final Completion of the authorized Work. Any costs the Contractor incurs after substantial completion without written authorization by the Project Manager shall be absorbed by the Contractor and shall be at the Contractor's own risk.
- C. If any Milestones are described in the Contract Documents, the Work described for each Milestone shall be accomplished in accordance with the Contract Documents within the specified Contract Time.

SC-303 EXACT CONTRACTOR PERFORMANCE

No Change.

SC-304 SUBSTITUTED PERFORMANCE

No Change.

SC-305 WORK PERFORMED UNDER ADVERSE WEATHER CONDITIONS

No Change.

SC-306 WORKING HOURS AND SCHEDULE

No Change.

SC-307 CONTRACTOR'S SUPERINTENDENT

No Change.

SC-308 COMMUNICATIONS

- .1 General Condition 308, COMMUNICATIONS, is hereby amended to include:

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

- A. The Contract or shall be required to use the designated Project Management Information System (“PMIS”) as specified by DEC to ensure compliance with project controls, information management, data analysis, and document control requirements. DEC will provide access, licensing, and necessary training for the designated PMIS.
- B. The Contractor shall be responsible for providing and maintaining the necessary computer hardware, software, and system environment compatible with the PMIS and project controls requirements. This includes ensuring connectivity, operating system compatibility, and support for required applications.
- C. All system requirements and specifications are subject to modification at DEC’s sole discretion. The Contractor shall adhere to all project controls, technical specifications, and process guidelines as outlined by DEC.

SC-309 CONTRACTOR SUBMITTALS AND OTHER WRITTEN COMMUNICATIONS TO THE CITY

No Change.

SC-310 COMPETENCE OF CONTRACTOR’S WORK FORCE

No Change.

SC-311 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT

- .1 General Condition 311, NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT, is hereby deleted and replaced with the following: This requirement has been repealed and is no longer applicable.

SC-312 CONDUCT OF CONTRACTOR'S PERSONNEL

No Change.

SC-313 SUGGESTIONS TO CONTRACTOR

No Change.

SC-314 WORK FORCE

No Change.

SC-315 CONSTRUCTION MACHINES AND STANDBY EQUIPMENT

No Change.

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-316 CUTTING AND PATCHING THE WORK

No Change.

SC-317 PERMITS AND LICENSES

No Change.

SC-318 CONSTRUCTION SURVEYS

No Change.

SC-319 PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS

No Change.

**SC-320 TRADEMARKS, COPYRIGHTS AND PATENTED DEVICES, MATERIALS,
AND PROCESSES**

No Change.

SC-321 PROJECT SIGNS

No Change.

SC-322 PUBLICITY AND ADVERTISING

No Change.

SC-323 TAXES

No Change.

SC-324 DOCUMENTS AND SAMPLES AT THE SITE

No Change.

SC-325 CLEANUP DURING CONSTRUCTION

No Change.

SC-326 SANITARY FACILITIES

No Change.

**SC-327 POWER, LIGHTING, HEATING, VENTILATING, AIR CONDITIONING AND
WATER SERVICES**

No Change.

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

TITLE 4 CONTRACT DOCUMENTS (DRAWINGS AND SPECIFICATIONS)

SC-401 CONTRACT DOCUMENTS - REVIEW AND INTERPRETATION

No Change.

SC-402 OWNERSHIP OF CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS

No Change.

SC-403 CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR

- .1 General Conditions 403, CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR, is hereby deleted and replaced with the following: Contractor must maintain a digital set of Contract Drawings, Technical Specifications, and digital model of the Work, utilizing Building Information Modeling (BIM) and Virtual Design and Construction (VDC) practices, in the City's Common Data Environment (CDE) and in a format compatible with the City's BIM requirements for the purpose of recording "as-built" conditions in order to develop and maintain a record of the construction of the Work. In this digital set, the contractor shall record daily all changes and deviations to a level of development defined within the City to reflect as-built conditions accurately throughout the construction process. This document shall serve as the primary record of all changes, deviations, and construction progress.
 - A. Change and Deviation Documentation: The Contractor shall utilize the CDE to document all changes and deviations from Contract Drawings and Technical Specifications, regardless of their perceived significance. This documentation shall include:
 - (1) The nature of the change or deviation
 - (2) Date of occurrence
 - (3) Location within the project area
 - (4) Authorization for the change (if applicable)
 - B. Digital As-Built Delivery: In-progress as-builts shall be delivered at time of Substantial Completion and at any beneficial use or other handover identifying scope of handover and documentation with final as-builts to follow within thirty (30) days of respective turnover. Prior to Final Completion, the Contractor shall deliver a final, comprehensive as-built set and model that accurately reflects the constructed Work. These as-builts shall be in a format compatible with the City's BIM requirements and shall include:
 - (1) All model elements and their required associated data
 - (2) Records of changes and deviations

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-404 REQUESTS FOR INFORMATION OR CLARIFICATION

No Change.

SC-405 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- .1 In accordance with General Condition 405.7, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES, is hereby deleted and replaced with:
 - A. The Contractor shall submit Shop Drawings, Product Data, Samples, certificates and test results electronically shall be entered in the DEN Common Data Environment defined in SC-403.1.

SC-406 SUBSTITUTION OF MATERIALS AND EQUIPMENT

No Change.

TITLE 5 SUBCONTRACTS

SC-501 SUBCONTRACTS

- .1 In accordance with General Condition 501, no more than eighty-five (85) percent of the Work may be subcontracted. If it is determined to be in the City's best interest, the SVP-DEC may modify this percentage during the Term of the Contract by prior written authorization.

SC-502 SUBCONTRACTOR ACCEPTANCE

No Change.

TITLE 6 TIME OF COMMENCEMENT AND COMPLETION

SC-601 BEGINNING, PROGRESS AND TIME OF COMPLETION

- .1 General Condition 601, BEGINNING, PROGRESS AND TIME OF COMPLETION, is hereby amended to include:
 - A. PERFORMANCE AND COMPLETION OF THE WORK
 - (1) The specific Work to be performed under this Contract will only be described and authorized when the City issues one or more Task Orders upon reaching an agreement with the Contractor as to the terms applicable to such Work, including but not limited to the scope, cost, and timeline. Markups on overhead, labor, materials, equipment, and subcontractors will be applied to the negotiated costs, in accordance with Title 9 of the General Conditions. All Task Orders must be processed in accordance with the CONSTRUCTION TASK ORDER PROCESS EXHIBIT.

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
 DENVER INTERNATIONAL AIRPORT
 8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

- (2) Contractor is not guaranteed nor entitled to the issuance of any Task Orders. RFPs and Task Orders may be issued to one Contractor only or be competitively bid with other On-Call Contractors.
- (3) The Contractor shall (a) commence work under any issued Task Order within ten (10) calendar days after the date of the Task Order's NTP, (b) perform the Work diligently, and (c) achieve Substantial Completion of the Work no later than the number of calendar days identified in the Task Order. The time stated for Final Completion shall include final cleanup of the premises or work site.

SC-602 LIQUIDATED DAMAGES, ADMINISTRATIVE COSTS; ACTUAL DAMAGES

- .1 General Condition 602, LIQUIDATED DAMAGES, ADMINISTRATIVE COSTS; ACTUAL DAMAGES is hereby amended to include:
 - A. If the Contractor fails to complete the Work with the time specified in the Task Order, including Milestones identified therein, or if the Contractor causes disruptions to DEN activities or operation as defined in the Contract Documents, the Contractor shall pay the City liquidated damages in the amount noted in the Task Order Solicitation or Request for Proposal per day until substantial completion is achieved. In an instance where damages with a monetary impact are caused to the City, the Contractor shall reimburse the City for actual costs incurred.
 - B. If liquidated damages are not specifically identified in the Task Order, the Contractor shall be liable to the City at the rate of two thousand dollars (\$2,000.00) per day until substantial completion is achieved.

SC-603 DELAY DAMAGES

No Change.

TITLE 7 COOPERATION, COORDINATION AND RATE OF PROGRESS

SC-701 COOPERATION WITH OTHER WORK FORCES

- .1 General Condition 701 is amended to include:
 - A. 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 Federal Aviation Administration ("FAA") or City requirements while performing the Work at DEN.
 - B. Without limiting the foregoing, other contracts administered by the City may involve work overlapping or adjoining the Work under this Contract and may be performed concurrently

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

with the Work performed under this Contract. The Contractor is required to coordinate its performance of the Work with all other contractors, parties and stakeholders.

SC-702 COORDINATION OF THE WORK

.1 General Condition 702 is hereby amended to include:

A. CONSTRUCTION ACCESS

- (1) The work site will be identified in the Task Order, and could be throughout airport property, both inside and outside the fenced area of the Air Operations Area (AOA). Access to the work site, including equipment and materials deliveries we be identified in the Task Order. The Contractor shall be responsible for submitting a map detailing the routing of materials and equipment to the DEN jobsite for approval. No equipment or materials are allowed on site without the Project Manager's approval.
- (2) 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 employees, including subcontractors, shall be the responsibility of the Contractor. The Total Task Order Bid Amount shall include all costs associated with the Contractor's and subcontractors' employee parking. Information about parking facilities and charges is available from the Airport Parking Office. Refundable deposits are required for all parking passes.
- (3) 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-703 COORDINATION OF PUBLIC CONTACT

.1 General Condition 703 is hereby amended to include:

A. ACCESSIBLE PARKING SPACES, ACCESS AISLES AND ROUTES OF TRAVEL

- (1) The Contractor is responsible for compliance with this Special Condition for any Work performed in or adjacent to parking facilities at the Airport.
- (2) "Accessible" parking spaces and access aisles as used mean parking spaces and access aisles that 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.
- (3) 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

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

- rendered unusable unless the contractor has obtained specific advance approval in writing for such actions from the DEN's ADA Compliance Officer.
- (4) When 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 persons with disabilities shall be installed, and the accessible route shall be clearly marked as required.
- (5) Before blocking or relocating accessible parking spaces or accessible routes of travel, the contractor must obtain written approval from the DEN ADA Compliance Officer, by submitting a completed request form, which will be provided to the Contractor by the Project Manager at the preconstruction meeting if it is not included as a standard form in Section 019990 of the Technical Specifications. The request shall include the location of alternative spaces and/or routes, as well as specifications for the temporary signage to be used. Work shall not proceed without this approval.
- (6) If a vehicle is parked in any accessible space that is either temporary or approved to be relocated, the Contractor shall not remove signage or take any other action that 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-704 RATE OF PROGRESS

No Change.

TITLE 8 PROTECTION OF PERSONS AND PROPERTY

SC-801 SAFETY OF PERSONS

No Change.

SC-802 PROTECTIVE DEVICES AND SAFETY PRECAUTIONS

No Change.

SC-803 PROTECTION OF PROPERTY AND WORK IN PROGRESS

No Change.

SC-804 PROTECTION OF MUNICIPAL, PUBLIC SERVICE OR UTILITY SYSTEMS

No Change.

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-805 PROTECTION OF STREET AND ROAD SYSTEM

No Change.

SC-806 PROTECTION OF DRAINAGE WAYS

No Change.

SC-807 PROTECTION OF THE ENVIRONMENT

No Change.

SC-808 HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES

- .1 General Condition 808, HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES, is hereby amended to include:

A. DISPOSAL OF NON-HAZARDOUS WASTE AT DADS

- (1) In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., Contractors will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site (“DADS”) for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal; however, the Contractor shall be responsible for transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. § 25-15-207, as amended from time to time, and includes construction debris, soil and asbestos. Contractors shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

SC-809 ARCHEOLOGICAL AND HISTORICAL DISCOVERIES

No Change.

TITLE 9 COMPENSATION

- .1 Title 9, COMPENSATION, is hereby amended to include:

- A. To the fullest possible extent within the financial payment system, the City shall be entitled to all non-Confidential records, reports, data, and other information related to the Project that is available to Contractor through the financial payment system, including but not limited to information related to Contractor and subcontractor billings. To that end, the Contractor shall activate any available settings within the financial payment system that are necessary to grant the City access to such non-Confidential information related to the

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

Contract and the Project. Applications for payment shall be based on the Contract Unit Prices or the approved Schedule of Values described in General Condition 903.1.

SC-901 CONSIDERATION (CITY'S PROMISE TO PAY)

No Change.

SC-902 PAYMENT PROCEDURE

- .1 General Condition 902, PAYMENT PROCEDURE, is hereby amended to include:
 - A. Pay Applications shall be submitted monthly or as specified in the Contract Documents. Each application must be submitted within ten (10) days after the end of the billing period. General Condition 902 specifies the payment procedure, including monthly applications.
 - B. The City reserves the right to review all Pay Applications and request additional information or documentation, as necessary. The City will approve, reject, or request modifications to the application within twenty (20) days of receipt.
 - C. To ensure clarity and compliance, here is a draft of additional supporting documentation that could be included with each pay application:
 - (1) Lump Sum Pay Application
 - (i) Detailed Progress Report: Breakdown of work completed by Work Breakdown Structure (WBS) or similar system, showing the percentage completed for each task and overall project progress. Narrative description of work performed during the billing period, highlighting any challenges or accomplishments. Updated project schedule, reflecting actual progress and any potential delays.
 - (ii) Photographic Documentation: Date-stamped photos showing the progress of work at various stages, particularly for visually impactful elements or hidden work. Photos of stored materials demonstrating their condition and protection.
 - (iii) Inspection Reports: Copies of any relevant inspection reports, including quality control inspections, safety inspections, and third-party inspections. Documentation of any corrective actions taken in response to inspection findings.
 - (iv) Material Invoices and Delivery Receipts: Copies of invoices and delivery receipts for materials purchased and delivered to the project site, verifying quantities and costs. If applicable, material certifications or test reports ensure compliance with project specifications.
 - (v) Subcontractor Payment Documentation: Copies of subcontractor invoices and lien waivers, demonstrating payment for work performed during the billing period. Subcontractor progress reports or certifications, verifying the percentage of work completed by each subcontractor.
 - (2) Unit Price Pay Application
 - (i) Quantity Measurement Documentation: Detailed records of quantity measurements for each completed work item, including field notes, sketches, or survey data. Clear

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

identification of the measurement method used and any applicable formulas or calculations. Photographic evidence of completed Work supporting the measured quantities.

(ii) Unit Price Verification: Documentation verifying the unit prices applied to each work item, referencing the original contract or any approved adjustments. Provide a clear explanation of any unit price adjustments made during the billing period, including the reasons for the adjustments, and supporting documentation.

(3) Time and Materials (T&M) Pay Application

(i) Detailed Time Sheets: Accurate and legible time sheets for each employee, showing the date, project/task, hours worked, and labor classification. Supervisor approval or certification of timesheets, ensuring accuracy and accountability.

(ii) Material and Equipment Invoices: Copies of invoices or receipts for all materials and equipment used, clearly indicating the project, quantities, unit costs, and total costs. Delivery receipts or other documentation verifying the delivery and use of materials and equipment on the project site.

(iii) Markup Calculation: Transparent breakdown of the markup applied to labor, materials, and equipment costs, showing the agreed-upon percentage and total markup amount. Documentation supporting the markup calculation, if applicable.

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

- (1) DEN Division CA
- (2) DEN Division PM
- (3) DEN Division Supervisor
- (4) DEN Division Director
- (5) CCD Denver Prevailing Wage
- (6) CCD DSBO

.2 In accordance with General Contract Condition 902.3 is amended by the addition of the following:

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

- (1) The Contractor shall submit a complete and separate application for payment for the Work estimates under each Task Order performed during the specified billing period.
- (2) Each submission of payment shall specify the percentage of the Work completed. This percentage shall be certified by the Contractor's Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate.
- (3) Each estimate of Work for each Task Order performed shall be submitted using a separate Application for Progress Payment Task Order Contracts, accompanied by either duplicate sets of verified Contractor's Certifications of Payment or by verified Partial

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

- Release of Contractor forms from each subcontractor and supplier. Each estimate of Work completed shall also be accompanied by the following:
- (i) A written Schedule of Values, which sets out the quantities and costs for the Project.
- (4) The estimate of the percentage of Work completed shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated, that the quality of the Work covered by the estimate is in accordance with the Contract or Task Order Documents, that each obligation covered by the estimate (except as otherwise noted), and the payments required will be used to discharge such obligation unless previously discharged; and that the Contractor is entitled to payment in the amount requested. The Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate, with the assistance of input from the Project Construction Manager, in the event that such has been retained, will also verify the estimate of Work completed prior to any acceptance by the City.
- B. The Contractor warrants that:
- (1) Title to Work covered by an estimate of Work completed will pass to the City by incorporation into the completed Work;
 - (i) Work covered by previous estimates of Work completed is free and clear of liens, claims, security interests, or encumbrances, hereinafter referred to as “liens,” except for any interest created by retainage; and
 - (ii) No Work covered by an estimate of Work completed will have been acquired by the Contractor or any other person or entity performing Work at the work site or furnishing materials or equipment for the Project, and no work covered by any estimate is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person or entity.
 - (iii) Approval of an estimate of Work completed or actual payment shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any estimate item.
- C. The final submission for payment shall also be accompanied by Final Lien Release forms from each subcontractor and supplier.
- D. Receipt of Contractor’s Certifications of Payment forms by the City hereunder shall not act to impair the City’s obligations imposed by Colorado Revised Statutes (“C.R.S.”) § 38-26-107 or successor statute.

SC-903 SCHEDULE OF VALUES IN LUMP SUM CONTRACTS

No Change.

SC-904 UNIT PRICE CONTRACTS

No Change.

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-905 PROGRESS PERIOD

No Change.

SC-906 APPLICATIONS FOR PAYMENT

- .1 In accordance with General Condition 906, APPLICATIONS FOR PAYMENT, each Application submitted shall include the following:
 - A. Each and every independent subcontractor's payroll information, including payment dates and payment amounts.
 - B. Starting with the second payment application, the payment applications shall be accompanied by a completed Contractors' Certification of Payment Form (CCP), listing all first-tier subcontractors and suppliers and all certified subcontractors or suppliers that are listed for participation towards any assigned M/WBE program goal. The final payment application must be accompanied by an executed Final/Partial Release and Certification of Payment Form and Certificate of Contract Release Form from the Contractor.
 - C. Lump Sum (Fixed Price)
 - (1) PAY APPLICATION REQUIREMENTS
 - (i) Milestone-Based Payments: For projects exceeding \$500,000.00, progress payments may be made on a milestone basis, with each milestone representing the completion of a defined phase or work package as outlined in the Schedule of Values. The Contractor shall submit a Pay Application upon reaching each milestone. Milestone-based payments shall be clearly defined in the Contract or Task Order and align with the approved Schedule of Values which specifies the scope of work, timeline, and deliverable for each milestone. Payments shall be made upon completion of each milestone, subject to verification by the Project Manager. If a milestone is not fully met, partial payments may be issued based on the percentage of completion, as determined by the City, provided that sufficient justification and documentation are presented. In no case shall milestone-based payments exceed the agreed-upon contract amount.
 - (ii) Change Order Documentation: All Change Orders shall be accompanied by detailed documentation, including a clear Definition of the change, a breakdown of costs, and an assessment of the impact on the project schedule. The Contractor shall maintain records of all Change Order-related costs and make them available for City review upon request.
 - (iii) Each Lump Sum Milestone Pay Application shall include the following:
 - a. Progress Report: A detailed report showing the percentage of Work completed relative to the total scope of Work, as agreed upon in the Contract or Task Order.
 - b. Supporting Documentation: Documentation to support the progress of Work, including inspection reports, work schedules, and any other relevant records. Any

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

costs for stored materials that are ready to incorporate into the project as per GC 906, as applicable at the task project manager's discretion. The Contractor must ensure that stored materials are adequately protected and insured against damage, theft, or loss. Documentation of insurance coverage and proof of proper storage conditions must be submitted to the City upon request. All stored materials shall remain the responsibility of the Contractor until incorporated into the work.

- c. Subcontractor Costs: Breakdown and documentation for subcontractor work, indicating the percentage of completion and the amount invoiced.
 - d. Change Orders: Change Orders shall clearly specify the impact on the original lump sum price. Detailed breakdowns, including labor, materials, and equipment costs, must accompany each Change Order. The Contractor shall maintain records of all Change Order-related expenses for City review upon request.
- (iv) Payment Based on Percentage of Completion: Progress payments shall be made based on the percentage of work completed, as determined by the Project Manager, and supported by a detailed Schedule of Values. The Project Manager shall verify the completion percentage using a combination of physical inspection, progress reports, and other relevant documentation.
- (v) Schedule of Values Detail: The Schedule of Values shall provide a detailed breakdown of the price, allocating specific amounts to each significant component of the Work. The level of detail shall be sufficient to enable accurate tracking of progress and payment. The Schedule of Values shall include, but not be limited to, the following:
- a. Major work items: A detailed listing of all major components of the Work.
 - b. Major work prices: The unit price for each work item, if applicable.
 - c. Total amount: The total contract or task order sum allocated to each major work item.

D. Unit Price

(1) PAY APPLICATION REQUIREMENTS

- (i) Quantity Measurement and Verification: Quantities included on a pay application shall have been measured and verified by a mutually agreed-upon independent surveyor, inspector, or through joint measurement by the City and the Contractor.
- (ii) Each Unit Price Pay Application shall include the following:
 - a. Detailed Breakdown: A detailed breakdown of quantities of Work performed, including the units of measure and unit prices as specified in the Contract or Task Order.
 - b. Supporting Documentation: Copies of measurement records, delivery tickets, and other documents that substantiate the quantities and unit prices listed in the application.

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

- c. Quantity Calculations: Documentation supporting the calculated quantities of Work performed, including any adjustments due to field conditions or changes in scope.
 - d. Change Orders: Documentation of any approved Change Orders that impact unit prices or quantities, with a detailed account of their effect on the total payment.
 - e. Subcontractor Costs: Detailed breakdowns and supporting documentation for all subcontracted work, including quantities and unit prices.
- (iii) Quantity Measurement and Verification: The quantities of completed work items shall be measured and verified in accordance with industry standards and accepted engineering practices. The City reserves the right to conduct inspections and certifications as necessary to ensure the accuracy of quantity measurements.
- (iv) Payment for Mobilization and Demobilization: Mobilization and demobilization costs may be included as separate unit price items or incorporated into the unit prices for specific work items. The method of payment shall be specified in the Contract or Task Order.

E. Time and Materials (T&M)

(1) PAY APPLICATION REQUIREMENTS

- (i) Not-to-exceed Limits: For specific work items or phases, the Contract or Task Order documents may establish not-to-exceed limits on the total costs. The Contractor shall not exceed these limits without prior written approval from the City.
- (ii) Detailed Time Tracking: The Contractor shall maintain detailed time records for all labor costs, including the date, employee name, task definition, and hours worked. These records shall be made available for City review upon request.
- (iii) Materials Tracking: The Contractor shall maintain detailed records for all materials costs, including the date, material name, task definition, and applicable taxes. These records shall be made available for City review upon request.
- (iv) Each T&M Pay Application shall include the following:
 - a. Detailed Invoice: A detailed breakdown of labor hours, material costs, equipment usage, and any other direct costs, including the rates and quantities as specified in the Contract or Task Order.
 - b. Supporting Documentation: Copies of invoices, receipts, and other documents that substantiate the costs listed in the pay application. Supporting documentation must include detailed invoices, proof of payment, and lien waivers for all subcontracted work.
 - c. Labor Costs: Document labor hours, including employee names, classifications, hourly rates, and total labor costs.
 - d. Material Costs: Invoices or receipts for all materials used in the Work, including delivery and handling charges.

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

- e. Equipment Costs: Records of equipment usage, including hours of operation, rental rates, standby rates, and total equipment costs.
- f. Subcontractor Costs: Detailed breakdowns and supporting documentation for all subcontracted work, including labor, materials, and equipment costs. Subcontractor costs must include detailed invoices, proof of payment, and lien waivers for all subcontracted work.
- (v) Allowable Costs: Reimbursable costs shall be limited to those costs that are directly attributable to the performance of the Work and that are reasonable, necessary, and allowable. Allowable costs shall include, but not be limited to:
 - a. Direct costs: Labor, materials, equipment, and other costs directly incurred in the performance of the Work.
- (vi) Labor Rates: The hourly rates for different labor classifications shall be specified in the Contract or Task Order. These rates shall include any applicable and approved overtime or premium pay.
- (vii) Material Costs: The Contractor shall provide detailed documentation to support all material cost reimbursements. Such documentation shall include, but not be limited to:
 - a. Invoices
 - b. Receipts
 - c. Material requisitions
- (viii) Equipment Costs: The rates for equipment usage shall be specified in the Contract or Task Order. These rates shall include rental rates or ownership costs, as well as any applicable taxes, fuel, or maintenance charges.
- (ix) Markup: A markup percentage shall be applied to the actual costs to cover overhead and profit. The markup percentage shall be specified in the Contract or Task Order.
- (x) Maximum Reimbursable Costs: If applicable, the maximum reimbursable costs shall be specified in the Contract or Task Order. The Contractor shall be responsible for managing costs within the established limits.
- (xi) Cost Documentation: The Contractor shall submit detailed and accurate documentation to support all cost reimbursement requests. Such documentation shall include, but not be limited to:
 - a. Timesheets
 - b. Equipment usage records
 - c. Material cost documentation
 - d. Other relevant supporting materials

SC-907 RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT

- .1 General Condition 907, RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT, is hereby amended to include:

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

A. PAYMENTS TO SUBCONTRACTOR AND SUBCONTRACTOR RELEASES

- (1) 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 the amount of payment received, for services performed during the prior billing period.

SC-908 RETAINAGE

No Change.

SC-909 ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS

- .1 General Condition 909, ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS, is hereby amended to add:
 - A. Disallowed Costs
 - (1) Costs or Work deemed incomplete, unsupported, or not by the Contract Documents will be disallowed. The Contractor shall not include such costs in future applications unless approved by the City.
 - B. Disallowed Quantities
 - (1) Quantities deemed unreasonable, unsupported, or not by the Contract Documents will be disallowed. The Contractor shall not include such amounts in future applications unless the City approves.

SC-910 FINAL ESTIMATE AND PAYMENT

- .1 General Condition 910, FINAL ESTIMATE AND PAYMENT, is hereby amended to include: Upon completion of the Work, the Contractor shall submit a Pay Application that includes all outstanding amounts. The final payment will be made upon the City's approval of the final application and completion of all Contract requirements. The Contractor must provide a final certification that all subcontractors and suppliers have been paid in full and that there are no outstanding claims or liens against the project.

SC-911 ACCOUNTING OF COSTS AND AUDIT

- .1 General Condition 911, ACCOUNTING OF COSTS AND AUDIT, is hereby amended to include:
 - A. Costs for all Pay Applications that are not reimbursable shall include, but not be limited to:
 - (1) Unreasonable or excessive costs.
 - (2) Costs incurred prior to the effective date of the Contract or Task Order.
 - (3) Costs incurred for work that is not authorized under the Contract or Task Order.

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
 DENVER INTERNATIONAL AIRPORT
 8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

- (4) Costs that are duplicated or otherwise are not necessary for the performance of the Work.
- B. Cost Control and Reporting: The Contractor shall be responsible for implementing and maintaining effective cost-control measures. The Contractor shall submit regular cost reports to the City, including projections of future costs and any potential cost overruns. The Contractor shall submit monthly cost reports detailing all expenditures to date, including a breakdown of direct and indirect costs. The City reserves the right to conduct periodic project accounting reviews to verify the accuracy of the reported costs and ensure compliance with the contract terms.
- C. Daily Reports: The Contractor shall provide detailed daily reports documenting labor hours, materials used, and equipment utilized. These reports should be used to facilitate accurate billing and cost tracking.

TITLE 10 WAGES

SC-1001 PREVAILING WAGE ORDINANCE

No Change.

SC-1002 POSTING OF THE APPLICABLE WAGE RATES

No Change.

SC-1003 RATE AND FREQUENCY OF WAGES PAID

No Change.

SC-1004 REPORTING WAGES PAID

No Change.

SC-1005 FAILURE TO PAY PREVAILING WAGES

No Change.

TITLE 11 CHANGES IN THE WORK, CONTRACT PRICE OR CONTRACT TIME

SC-1101 CHANGE ORDER

No Change.

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-1102 CITY INITIATED CHANGES

- .1 General Condition 1102.2 is hereby amended to include: replacing the phrase “Change Request” in all its occurrences in such General Condition with the phrase “Change Notice.”
- .2 General Condition 1102.3 is amended by replacing the phrase “Field Order/Change Order Directive” in all its occurrences in such General Condition with the phrase “Change Directive.”

SC-1103 CONTRACTOR CHANGE REQUEST

No Change.

SC-1104 ADJUSTMENT TO CONTRACT AMOUNT

- .1 General Condition 1104, ADJUSTMENT TO CONTRACT AMOUNT, is hereby amended to include:
 - A. General Condition 1104.2.F: FOR BONDS, SALES TAX AND INSURANCE
 - (1) All costs associated with the Contractor’s bond requirements, sales and use tax, and insurance costs shall be reimbursed to the Contractor by the City at direct cost and without markup; the Contractor shall include all such costs in each proposal.
 - B. General Condition 1104.7:
 - (1) 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 General Condition 1104.7.

SC-1105 TIME EXTENSIONS

No Change.

TITLE 12 CONTRACTOR CLAIMS FOR ADJUSTMENT AND DISPUTES

SC-1201 NOTICE OF INTENT TO CLAIM

No Change.

SC-1202 SUBMITTAL OF CLAIMS

No Change.

SC-1203 WAIVER OF CLAIMS

No Change.

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

TITLE 13 DISPUTES

SC-1301 DISPUTES

No Change.

TITLE 14 SITE CONDITIONS

SC-1401 DIFFERING SITE CONDITIONS

No Change.

SC-1402 SITE INSPECTIONS AND INVESTIGATIONS

No Change.

TITLE 15 PERFORMANCE AND PAYMENT BONDS

- .1 Title 15, PERFORMANCE AND PAYMENT BONDS, is hereby amended to include:
 - A. Requirements for separate bonds shall be furnished to the Project Manager before any Work is undertaken by the Contractor. All other terms and conditions of General Conditions 1501, 1502, and 1503 shall remain in effect. Subsequent Change Orders contemplated under the Contract shall require separate Surety Bond Change Riders for one hundred percent (100%) of the dollar value of the Contract before the Change Order is issued and any work commences.

SC-1501 SURETY BONDS

- .1 Requirements for separate Bonds in the total amount of all open Task Orders shall be furnished to the Project Manager before any Work is undertaken. All other terms and conditions of General Conditions 1501, 1502, and 1503 shall remain in effect.
 - A. General Condition 1501 is hereby amended to include:
 - (1) In the event that the cumulative dollar value of all Task Order(s) issued under the Contract exceeds the amount of the Bonds, the Contractor shall procure, pay for, and furnish to the City Surety Bond Change Riders, in the proper form approved by the City, for an amount equal to the difference of one hundred percent (100%) of the dollar value of all outstanding Task Order(s) or Change Order and the amount of the Bonds (“Fully-Bonded Amount”). In no event shall the cumulative dollar value of all Task Orders and Change Orders issued under the Contract be greater than the Bonds. Contractor shall procure, pay for, and furnish to the City additional Bond Change Riders as necessary to

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

maintain conformance with these requirements before any Task Order or Change Order is issued and any work under a Task Order or Change Order commences.

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

SC-1502 PERFORMANCE BOND

No Change.

SC-1503 PAYMENT BOND

No Change.

TITLE 16 INSURANCE AND INDEMNIFICATION

SC-1601 INSURANCE

No Change.

SC-1602 DEFENSE AND INDEMNIFICATION

No Change.

TITLE 17 INSPECTION AND DEFECTS

SC-1701 CONSTRUCTION INSPECTION BY THE CITY

No Change.

SC-1702 AUTHORITY OF INSPECTORS

No Change.

SC-1703 OBSERVABLE DEFECTS

No Change.

SC-1704 DEFECTS - UNCOVERING WORK

No Change.

SC-1705 LATENT DEFECTS

No Change.

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-1706 REMOVAL OF DEFECTIVE MATERIALS AND WORK

No Change.

TITLE 18 WARRANTIES, GUARANTEES AND CORRECTIVE WORK

SC-1801 CONTRACTOR'S WARRANTIES, GUARANTEES AND CORRECTION OF WORK

No Change.

SC-1802 PERFORMANCE DURING WARRANTY PERIOD

No Change.

TITLE 19 SUBSTANTIAL COMPLETION OF THE WORK

SC-1901 CONTRACTOR'S NOTICE OF SUBSTANTIAL COMPLETION

No Change.

SC-1902 INSPECTION AND PUNCH LIST

No Change.

SC-1903 CERTIFICATE OF SUBSTANTIAL COMPLETION

No Change.

SC-1904 RIGHT OF EARLY OCCUPANCY OR USE

No Change.

TITLE 20 FINAL COMPLETION AND ACCEPTANCE OF WORK

SC-2001 CLEAN-UP UPON COMPLETION

No Change.

SC-2002 FINAL COMPLETION AND ACCEPTANCE OF THE WORK

No Change.

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-2003 FINAL SETTLEMENT

No Change.

TITLE 21 SUSPENSION OF WORK

SC-2101 SUSPENSION OF WORK

No Change.

SC-2102 SUSPENSION OF THE WORK FOR THE CITY'S CONVENIENCE

No Change.

SC-2103 SUSPENSION BECAUSE OF ORDER OF CITY, STATE OR FEDERAL COURT OR AGENCY

No Change.

SC-2104 SUSPENSION RESULTING FROM CONTRACTOR'S FAILURE TO PERFORM

No Change.

TITLE 22 CITY'S RIGHT TO TERMINATE THE CONTRACT

SC-2201 TERMINATION OF CONTRACT FOR CAUSE

No Change.

SC-2202 TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY

No Change.

TITLE 23 MISCELLANEOUS PROVISIONS

SC-2301 PARTIES TO THE CONTRACT

No Change.

SC-2302 FEDERAL AID PROVISIONS

No Change.

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-2303 NO WAIVER OF RIGHTS

No Change.

SC-2304 NO THIRD PARTY BENEFICIARY

No Change.

SC-2305 GOVERNING LAW; VENUE

No Change.

SC-2306 ABBREVIATIONS

No Change.

SC-2307 STATUTE OF LIMITATIONS IN C.R.S. § 13-80-102(1)(H)

No Change.

TITLE 24 DEN PROVISIONS**SC-2401 VEHICLE PERMITTING**

- .1 Vehicle access on the Airport Operation Area (“AOA”) is controlled by and operated by DEN Airport Operations and DEN Airport Security. Contractor is required to obtain a vehicle access permit for any vehicle entering inside this area. Contractor is responsible for complying with DEN Airport Operations and DEN Airport Security requirements. Only direct construction support vehicles and/or equipment will be allowed in the Contractor’s work areas or sites.

SC-2402 PROHIBITION ON USE OF CCA-TREATED WOOD PRODUCTS

- .1 The use of any wood products pressure-treated with chromated copper arsenate (CCA) is prohibited. Examples of CCA-treated wood products include wood used in play structures, decks, picnic tables, landscaping timbers, fencing, patios, walkways and boardwalks.

SC-2403 SECURITY AND PERSONNEL ACCESS

- .1 The Contractor shall conduct all its activities at DEN in compliance with DEN’s Airport Security Rules and Regulations (Part 20), which are administered by DEN’s Airport Operations Division. The Contractor shall obtain the proper Airport ID badges for its employees, subcontractors and suppliers and any applicable vehicle permits.
- .2 The security status of the Airport is subject to change without notice. These 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

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

- 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.
- .3 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.
 - .4 The Contractor shall return all access keys issued 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 related costs, including labor costs for employees, costs incurred in re-coring doors and any other work which is required to prevent compromise of Airport security. To collect such costs, the City may withhold funds in such amount from any amounts due and payable to the Contractor under this Contract.
 - .5 If construction breaches any Airport perimeter security boundary or requires continued access to restricted access rooms or areas, the Contractor shall post authorized contract security personnel to maintain required security controls. The Contractor's Task Order Proposal per the CONSTRUCTION TASK ORDER PROCESS EXHIBIT 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 until the Airport perimeter security boundaries are reestablished.
 - .6 THE IMPORTANCE OF THIS SPECIAL CONDITION CANNOT BE OVER-EMPHASIZED. SEVERE FINANCIAL PENALTIES INCLUDING CONTRACT TERMINATION COULD RESULT IF AIRPORT PERIMETER SECURITY REQUIREMENTS ARE NOT STRICTLY FOLLOWED. THE CONTRACTOR SHALL PROVIDE ONE HUNDRED PERCENT (100%) CONTROL AND SUPERVISION TO PREVENT UNSUPERVISED/UNSECURED BREACHES IN THE AIRPORT'S PERIMETER SECURITY. AT NO TIME, DURING WORK AND NON-WORK HOURS, SHALL BREACHES IN THE AIRPORT'S SECURITY PERIMETER BE UNSUPERVISED/UNSECURED.
 - .7 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.
 - .8 The Contractor shall 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:

Covenant Aviation Security
1112 W. Boughton Road

Exhibit E

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

Suite 355

Bolingbrook, IL 60440

The local general contact number for Covenant Aviation Security is: 720-222-4774.

- .9 All security guards provided for this Project must have a DEN SIDA Badge.
- .10 The company providing contract security guard services at DEN may change at any time. The Contractor shall maintain a contractual relationship with whichever company is providing contract security guard services for the City at DEN.
- .11 The Contractor shall continue to provide security of these areas until such time that the breaches in the DEN's security perimeter have been permanently secured.
- .12 The Contractor shall submit a written security plan for approval to DEN's Director of Airport Security prior to the start of construction on any work where a breach of the perimeter security boundaries is required.

TITLE 25 FEDERAL PROVISIONS

No Change.

END OF EXHIBIT

EXHIBIT F

City and County of Denver



D E N V E R
THE MILE HIGH CITY

**DEPARTMENT OF AVIATION
DEPARTMENT OF PUBLIC WORKS**

**STANDARD SPECIFICATIONS FOR
CONSTRUCTION
GENERAL CONTRACT CONDITIONS**

2011 Edition

Statement

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

**CONSTRUCTION CONTRACT GENERAL CONDITIONS
TABLE OF CONTENTS**

Page Number

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

**CONSTRUCTION CONTRACT GENERAL CONDITIONS
TABLE OF CONTENTS**

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

**CONSTRUCTION CONTRACT GENERAL CONDITIONS
TABLE OF CONTENTS**

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

**CONSTRUCTION CONTRACT GENERAL CONDITIONS
TABLE OF CONTENTS**

TITLE 15 - PERFORMANCE AND PAYMENT BONDS62

 1501 SURETY BONDS 62

 1502 PERFORMANCE BOND..... 62

 1503 PAYMENT BOND..... 62

TITLE 16 - INSURANCE AND INDEMNIFICATION..... 63

 1601 INSURANCE..... 63

 1602 DEFENSE AND INDEMNIFICATION..... 63

TITLE 17 - INSPECTION AND DEFECTS64

 1701 CONSTRUCTION INSPECTION BY THE CITY 64

 1702 AUTHORITY OF INSPECTORS 64

 1703 OBSERVABLE DEFECTS 64

 1704 DEFECTS - UNCOVERING WORK 64

 1705 LATENT DEFECTS 65

 1706 REMOVAL OF DEFECTIVE MATERIALS AND WORK..... 65

TITLE 18 - WARRANTIES, GUARANTEES AND CORRECTIVE WORK.....66

 1801 CONTRACTOR'S WARRANTIES, GUARANTEES AND CORRECTION OF
 WORK..... 66

 1802 PERFORMANCE DURING WARRANTY PERIOD 67

TITLE 19 - SUBSTANTIAL COMPLETION OF THE WORK69

 1901 CONTRACTOR’S NOTICE OF SUBSTANTIAL COMPLETION..... 69

 1902 INSPECTION AND PUNCH LIST..... 69

 1903 CERTIFICATE OF SUBSTANTIAL COMPLETION 69

 1904 RIGHT OF EARLY OCCUPANCY OR USE..... 69

TITLE 20 - FINAL COMPLETION AND ACCEPTANCE OF WORK71

 2001 CLEAN-UP UPON COMPLETION 71

 2002 FINAL COMPLETION AND ACCEPTANCE OF THE WORK..... 71

 2003 FINAL SETTLEMENT 71

TITLE 21 - SUSPENSION OF WORK74

 2101 SUSPENSION OF WORK 74

 2102 SUSPENSION OF THE WORK FOR THE CITY’S CONVENIENCE..... 74

 2103 SUSPENSION BECAUSE OF ORDER OF CITY, STATE OR FEDERAL COURT
 OR AGENCY 75

 2104 SUSPENSION RESULTING FROM CONTRACTOR’S FAILURE TO PERFORM 75

TITLE 22 - CITY'S RIGHT TO TERMINATE THE CONTRACT76

 2201 TERMINATION OF CONTRACT FOR CAUSE..... 76

 2202 TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY 77

TITLE 23 - MISCELLANEOUS PROVISIONS80

 2301 PARTIES TO THE CONTRACT..... 80

 2302 FEDERAL AID PROVISIONS 80

**CONSTRUCTION CONTRACT GENERAL CONDITIONS
TABLE OF CONTENTS**

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

XI. ATTACHMENT 6, PERFORMANCE AND PAYMENT BOND**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned SEMA Construction, Inc. [Proposer name], a corporation organized under the laws of the State of CO [Proposer state], hereinafter referred to as the "Contractor" and * [Bond issuer], a corporation organized under the laws of the State of IN / NE [Bond company state], 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 One Million Dollars and 00/100 [Bid amount text] Dollars (\$ 1,000,000.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has, as of the date of execution listed on the contract signature page, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of 202579097, On-Call Infrastructure Construction, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

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

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

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

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

(End of Page)

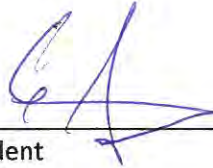
Exhibit G

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 29th day of Oct, 2025.

SEMA Construction, Inc.

CONTRACTOR

By: _____
President



Federal Insurance Company /
Berkshire Hathaway Specialty Insurance Company

SURETY

By: _____
Attorney-in-Fact Jessica Jean Rini



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



October 27, 2025

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

RE: TYPE OF BOND: Performance & Payment
BOND NO.: K42023061 / 47-SUR-300308-01-0031
CONTRACT No.: 202579097
PROJECT: On-Call Infrastructure Construction, Denver International Airport
BOND AMT: \$1,000,000.00

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Federal Insurance Company & _____, on October 27, 2025.
Berkshire Hathaway Specialty Insurance Company

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

Thank you and please call me should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "JRini", is written over a light blue circular stamp.

Jessica Rini

Exhibit G



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint: Megan A. Brown, Anuj Jain, Kristen L. McCormick, Sheila J. Montoya, Jessica Jean Rini, Shanna Walker, and Mona D. Weaver of Greenwood Village, Colorado

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 11th day of August, 2025.

[Signature of Rupert HD Swindells]

Rupert HD Swindells, Assistant Secretary

[Signature of Stephen M. Haney]

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 11th day of August, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Stacy J. Loftin
NOTARY PUBLIC OF NEW JERSEY
No. 90173208
COMMISSION EXPIRES OCT 15, 2026

[Signature of Stacy J. Loftin]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



[Signature of Rupert HD Swindells]

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Jessica Jean Rini, Mona D. Weaver, Sheila J Montoya, 6400 S. Fiddlers Green Circle, Suite 2000 of the city of Greenwood Village, State of Colorado, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

[Signature of David Fields]

By: David Fields, Executive Vice President

By: David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss: On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



[Signature of Notary Public]

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this



[Signature of Ralph Tortorella]

Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHISI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at tortorella@bh-specialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bh-specialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY **Exhibit G**

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned SEMA Construction, Inc.
[Proposer name], a corporation organized under the laws of the State of CO [Proposer state], hereinafter referred to as the "Contractor" and * [Bonding company name], a corporation organized under the laws of the State of IN / NE [Bonding company state], 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 One Million Dollars and 00/100 [Bid amount text] Dollars (\$ 1,000,000.00), 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 202579097 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]


* Federal Insurance Company / Berkshire Hathaway Specialty Insurance Company

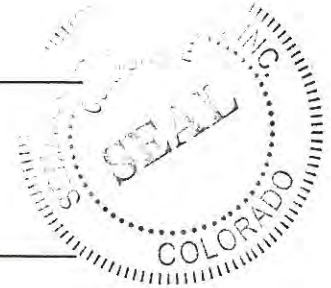
Exhibit H

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 29th day of oct, 2025.

SEMA Construction, Inc.


CONTRACTOR

By: 
President



Federal Insurance Company /
Berkshire Hathaway Specialty Insurance Company

SURETY

By: 
Attorney-in-Fact Jessica Jean Rini

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

Exhibit H



October 27, 2025

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

RE: TYPE OF BOND: Performance & Payment
BOND NO.: K42023061 / 47-SUR-300308-01-0031
CONTRACT No.: 202579097
PROJECT: On-Call Infrastructure Construction, Denver International Airport
BOND AMT: \$1,000,000.00

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Federal Insurance Company & _____, on October 27, 2025.
Berkshire Hathaway Specialty Insurance Company

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

Thank you and please call me should you have any questions.

Sincerely,

Jessica Rini

Exhibit H



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint: Megan A. Brown, Anuj Jain, Kristen L. McCormick, Sheila J. Montoya, Jessica Jean Rini, Shanna Walker, and Mona D. Weaver of Greenwood Village, Colorado

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 11th day of August, 2025.

[Signature of Rupert HD Swindells]

Rupert HD Swindells, Assistant Secretary

[Signature of Stephen M. Haney]

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 11th day of August, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Stacy J. Loftin
NOTARY PUBLIC OF NEW JERSEY
No. 90173208
COMMISSION EXPIRES OCT 15, 2026

[Signature of Stacy J. Loftin]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



[Signature of Rupert HD Swindells]

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Jessica Jean Rini, Mona D. Weaver, Sheila J Montoya, 6400 S. Fiddlers Green Circle, Suite 2000 of the city of Greenwood Village, State of Colorado, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

[Signature of David Fields]

By: David Fields, Executive Vice President

By: David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss: On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



[Signature of Notary Public]
Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this



[Signature of Ralph Tortorella]
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHISI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at kramer@bh-specialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimnotice@bh-specialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BY-LAWS) **Exhibit H**

ARTICLE V.
CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

DESIGN, ENGINEERING AND CONSTRUCTION
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8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

CONTRACTOR PERFORMANCE REVIEW PROCESS

OPR: Design Engineering and Construction –
Project Delivery

Supersedes: Contractor Performance, Review, REV 1

Certified by: Senior Director, Project Delivery

CONTENTS

INTRODUCTION 1

CONTRACTOR PERFORMANCE REVIEWS..... 1

 Performance Evaluation 1

 Criteria for Evaluation..... 1

 Review Process..... 2

 Consequences of Unsatisfactory Performance 2

 Frequency of Reviews..... 2

 Records and Documentation 2

INTRODUCTION

The City and County of Denver’s Department of Aviation (DEN) has initiated a contractor performance review process for the General Construction Contracts. DEN’s Design, Engineering, and Construction division will evaluate and record the contractor’s overall performance to determine whether the contractor is fulfilling its obligations on the current contract and to assess the contractor’s suitability to perform future GC-related work for DEN.

CONTRACTOR PERFORMANCE REVIEWS

PERFORMANCE EVALUATION

The City will periodically conduct performance reviews of the Contractor throughout the contract term. The reviews will assess the Contractor's adherence to the criteria for evaluation as deemed relevant by the City.

CRITERIA FOR EVALUATION

Performance evaluations will be based on, but not limited to (in no particular order), the following factors:

Exhibit I

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1. Timeliness, completeness, and accuracy of work.
2. Quality of materials, equipment, and craftsmanship.
3. Compliance with safety regulations and best practices.
4. Responsiveness and communication with the City and any relevant stakeholders.
5. Adherence to the project schedule and budget.
6. Environmental and regulatory compliance.
7. Resolution of any claims, disputes, or corrective actions.
8. Management of Sub-Contractors.

REVIEW PROCESS

Upon completion of each performance review, the City will provide the Contractor with written feedback detailing areas of performance that meet expectations and areas requiring improvement. The Contractor will have 14 calendar days to respond in writing, acknowledging the feedback and outlining any corrective actions taken or proposed.

CONSEQUENCES OF UNSATISFACTORY PERFORMANCE

In the event of consistently unsatisfactory performance, as determined by the City, the Contractor may be subject to one or more of the following actions:

1. Corrective action plan outlining specific steps to address performance issues.
2. Suspension or termination of the contract by the termination provisions of this agreement.
3. Deductions for failure to meet established performance benchmarks, as specified in the contract or task order.
4. Referral of documented performance to the City and County of Denver Contractor Prequalification Board

FREQUENCY OF REVIEWS

Performance evaluations are generally conducted annually, with a final assessment upon contract closeout. Additional evaluations may be scheduled as deemed necessary.

RECORDS AND DOCUMENTATION

The City shall maintain records of all performance reviews and any related correspondence, which shall be available to the Contractor upon request. Such records may be used as evidence in any dispute resolution process or in evaluating the Contractor's suitability for future contracts with the City.

END OF EXHIBIT

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CONSTRUCTION TASK ORDER PROCESS

Office of Primary Responsibility: Design Engineering and Construction (DEC)
Supersedes: TASK ORDER PROPOSALS AND EXECUTION PROCESS, FEBRUARY 2025, R1
Certified by: Senior Director, Project Delivery

CONTENTS

PROPOSALS AND EXECUTION 2

 TASK ORDER OVERVIEW 2

 TASK ORDER REQUEST FOR PROPOSAL 2

 TASK ORDER PROPOSAL 3

 LUMP SUM VERSUS TIME AND MATERIALS, NOT TO EXCEED PROPOSALS 3

 CONTRACTORS' ACTIVITIES..... 4

 CONTRACTOR SERVICES 4

 CONTRACTOR'S PERSONNEL ASSIGNED TO THIS AGREEMENT 4

CONSTRUCTION TASK ORDER EXECUTION 4

 PRE-NTP MEETING 4

 TASK ORDER NOTICE TO PROCEED (NTP) 5

 CONSTRUCTION 5

 TASK ORDER CLOSEOUT..... 5

REFERENCED FORMS..... 6

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PROPOSALS AND EXECUTION

TASK ORDER OVERVIEW

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

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

The term "Task Order" when it is used in this Agreement includes all the work associated with the proposal preparation and construction management for any and all construction services as requested by the Senior Vice President (SVP) of Design, Engineering and Construction (DEC) or the designated DEC representative.

TASK ORDER REQUEST FOR PROPOSAL

The SVP of DEC or the designated DEC representative will issue to the Contractor a Task Order Request for Proposal (RFP) for each specific Task Order scope of work. If the work produces a product used for construction, the City may also issue a construction budget. The Contractor will prepare and submit a fee proposal and its Task Order schedule within 14 days of receipt of the signed Task Order Request for Proposal unless an alternate delivery duration is defined by the DEC Project Manager in the Task Order RFP. Task Order RFPs are not guaranteed to result in an executed Task Order.

For each Task Order RFP, the City will review the corresponding narrative, fee proposal, and Task Order schedule provided in response. The Contractor will not begin work on any Task Order scope of work without having received a fully executed Notice to Proceed. In the event of approval of the Contractor's fees and schedule, the Contractor will perform such work within the time agreed and for the compensation that is approved by the SVP of DEC or the designated DEC representative.

Exhibit J

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TASK ORDER PROPOSAL

The Contractor shall provide a fee and services proposal that includes the following:

1. A narrative of the understanding of the requested Task Order, including all assumptions, exclusions, requested expenses, and breakdown of scope of work performed by all subcontractors.
2. A schedule identifying all phases of scope of work.
3. A proposed fee, either as a time-and-materials, not-to-exceed, or as a lump sum/fixed amount for the duration of the scope of work (unless otherwise specified in the RFP), inclusive of all annual billable rate adjustments. The fee structure for the proposal will be identified and defined in the Task Order RFP.
4. A maximum sub-Contractor markup of five percent (5%).
5. An accompanying Task Order Fee Proposal Spreadsheet. When the schedule for the proposed work spans more than one calendar year, the billable rates established as part of the contract execution for the effective calendar year of the work (in the Labor Rates and Classifications Exhibit) will be used to determine the proposed fee. These rates include the initial billable rates established during the calendar year of the Contract execution, and an annual 3% rate escalation each calendar year thereafter for the life of the Contract. New calendar year rates are effective on January 1st of each year.

Fees for proposal preparation will not be reimbursed.

LUMP SUM VERSUS TIME AND MATERIALS, NOT TO EXCEED PROPOSALS

The Task Order RFP will indicate whether the Contractor is required to submit a Lump Sum proposal or a Time & Materials, Not to Exceed proposal for requested services and scope of work. Any additional proposal documentation required will be defined in the RFP. The cost of the Task Order scope of work will be provided as part of the proposal in the Fee Proposal Spreadsheet which will be provided with the RFP.

1. Lump Sum Proposal - The written proposal will be related to levels of effort and a clear scope of work provided at the time of the issuance of a Request for Proposal (RFP). The Contractor's fee will be provided as a lump sum (fixed price) amount for the entirety of the scope of work, which will be invoiced monthly as a percent-complete of the lump sum (fixed price) for the previous billing period.
2. Time and Materials Proposal - The written proposal will be related to projected hours and associated costs related to delivering the scope of work as needed.
 - a. For construction tasks, a Time and Materials Proposal will be required to be submitted along with a General Contractor Task Order Pricing Request Worksheet.
 - b. For professional service tasks, a Time and Materials Proposal will be required to be submitted along with a Professional Service Task Order Fee Proposal Worksheet that includes fully burdened rates.

Exhibit J

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CONTRACTORS' ACTIVITIES

CONTRACTOR SERVICES

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

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

1. Pre-construction services and/or planning
2. Scheduling/Cost estimating
3. Permitting
4. Mobilization
5. Self-performance of work/Subcontractor management
6. Site supervision
7. Quality control planning and management
8. Safety planning and management
9. Coordination with DEN stakeholders
10. Participation in construction update meetings
11. Commission/Acceptance
12. Closeout activities

CONTRACTOR'S PERSONNEL ASSIGNED TO THIS AGREEMENT

The Contractor may choose to replace a project manager, pending City approval, with a principal, associate principal or other individual that is at a higher hourly billing rate. The time that the principal, associate principal or other individual devotes to tasks that are normally performed by a project manager will be billed at the project manager hourly billing rate. DEN will not pay for work that is not deemed necessary for the scope of work required of Contractor or its project manager.

CONSTRUCTION TASK ORDER EXECUTION

PRE-NTP MEETING

Individual pre-construction meetings will be held at the City's discretion on each issued Task Order prior to the issuance of each Notice to Proceed (NTP) with that Task Order.

Exhibit J

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DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

TASK ORDER NOTICE TO PROCEED (NTP)

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

Notification: The City will provide written notification to the Contractor to proceed with a Task Order scope of work. This written notification will come in the form of a NTP letter. The Contractor will not be authorized to proceed with the work described in this Agreement, including a particular TNP and the City will not be obligated to fund any work performed by the Contractor, until the City has provided signed, written notification to the Contractor that the work is to be performed.

Kick-off meeting: Following written notification to the Contractor to proceed with a Task Order scope of work, the City will schedule and hold a meeting with the Contractor and all stakeholders to review the scope of work and schedule, familiarize the Contractor with all internal processes, establish invoicing requirements, and establish required meetings dates. The City will provide bi-weekly training for the PMIS to Contractors as necessary.

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

CONSTRUCTION

Required Documentation: Unless specifically identified in the TNP, the Contractor will abide by DEC's reporting requirements and technical specifications for cost, schedule and change management.

Submittals: Following receipt of the executed Task Order and NTP letter, the Contractor will proceed with Task Order scope of work on all Task Order deliverables, submittals, meeting minutes, and change requests. All submittals shall include forms as directed by the Project Manager.

TASK ORDER CLOSEOUT

After all Work performed under each Task Order has been accepted hereunder, final payment and Task Order closeout shall be made in accordance with the terms and conditions of General Contract Condition 910, FINAL ESTIMATE AND PAYMENT. Except that, with the consent of the Contractor, legal advertisement,

Exhibit J

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
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pursuant to Article 26, Colorado Revised Statutes as amended may be held for Task Orders which do not exceed Fifteen Thousand Dollars (\$15,000.00) until such time as several such projects are completed and eligible for legal advertisement.

In accordance with the Special Conditions and General Specifications, the following tasks are a part of the timely closeout process and are required to complete the Task Order:

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

REFERENCED FORMS

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

1. Fee Proposal Spreadsheet
2. Task Order Request for Proposal
3. Request for Proposal for Additional Services
4. Final Statement of Accounting
5. Standard On-Call Cost Proposal Form
6. Daily Quality Control Inspector Report
7. Daily DEN Time and Materials Report
8. Request for Substitution
9. Request for Information
10. Final Pay Application
11. Checklist Certificate of Substantial Completion
12. Certificate of Final Completion and Acceptance of Work
13. Contractor Change Request (CCR), Change Directive Response (CDR), and Change Notice (CN) Checklist
14. Task Notice for Proposal (TNP) Closeout Checklist
15. Shutdown Request Form

END OF EXHIBIT



2. DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)

SEMA CONSTRUCTION

MWBE EQUITY, DIVERSITY, AND INCLUSION PLAN (MWBE EDI PLAN)

A. EQUITY, DIVERSITY AND INCLUSION STRATEGIES:

SEMA is committed to expanding opportunities and increasing utilization of new and existing MWBE businesses in contracting opportunities. SEMA is committed to satisfying or exceeding the 15% MWBE subcontracting participation on this project through strategic soliciting of City and County of Denver approved MWBE companies once an analysis of subcontracting and supplier opportunities are defined. Once the project is solicited, the assigned coordinator will contact all registered and approved MWBE vendors based on NAICS Codes and provide continued assistance in bid quotation/proposal development if requested by the MWBEs. While there are projects where many work scopes could be self-performed internally by SEMA, we are committed to soliciting bids for all work scopes ensuring we have MWBE participation. The timeframe for issuance of vendor agreements will generally be within 2 weeks of an executed Contract with the Owner. The estimated value of supplier and subcontracting opportunities for this project will involve the following workscopes:

- Construction Surveying
- Traffic Control/Signing & Striping
- Erosion Control/Landscaping
- Demolition
- Earthwork & Fine Grading
- Storm Sewer & Wet Utilities
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- Asphalt Paving
- Concrete Flatwork

B. TECHNICAL ASSISTANCE AND SUPPORT SERVICES:

SEMA is fully staffed with Project Managers, Project Engineers, Estimators, and Project Coordinators to assist and guide MWBE businesses in the development of a responsive quotation/proposal and for the successful completion of their respective role in the project. The MWBE Coordinators will identify technical, financial, or other support services available to the MWBE businesses that allows them to have meaningful and profitable participation during the bidding process and construction services. Examples of potential assistance may include estimating and bid development guidance, quality control support services, bonding agent referrals or other mechanisms to overcome bonding limitations, insurance assistance, prompt payment, mentoring programs, partnership ventures, workforce development cooperation, technical engineering support, contractual and compliance guidance, schedule review and feedback, identification of known risks on the project, identification of long lead materials, and other services to ensure the success of existing or emerging MWBE businesses. Feedback with MWBE partners during the bidding phase benefits the project as well as the MWBE firms as it helps them plan out their upcoming work and develop an understanding of how the project will work prior to the bidding phase, giving them a better understanding of the scope.

- Open communication with the DEN management team to ensure project quality is jointly agreed upon and being achieved.
- Empower employees to be proactive and accountable for design and construction quality.

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C. PROCUREMENT PROCESS:

The procurement of supplier and subcontracted services will be based upon factors including responsiveness of the quotation/proposal to project workscope and contractual requirements, competitive pricing, history of satisfying quality and safety metrics within industry standards, schedule and capacity considerations, and compliance with subcontracting goals and limitations. In every fair, ethical, and practical manner, we will aid with the preparation of proposals/quotations to all firms. During Preconstruction Services, SEMA will provide enhanced outreach efforts to a wide spectrum of MWBE certified firms based on NAICS Codes, as opposed to a more limited and targeted outreach for Non-MWBE firms with the goal of attracting a higher proportion of MWBE firms as compared to non-MWBE firms and increasing the potential for contracting equity for the MWBE firms. SEMA will also request and evaluate proposals from non-MWBE subcontracting firms to ensure that they are equally responsive to MWBE contracting goals through the use of 2nd tier MWBE vendors.

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E. PAST PERFORMANCE:

SEMA is a proven partner in promoting and complying with programs that ensure equity, diversity, and inclusion in the construction trade. SEMA has participated in outreach events sponsored by Federal, State, and local DOT agencies to network and communicate opportunities for MWBE, DBE, and SBE firms on a regional basis. During Preconstruction Services, SEMA has always satisfied and more typically exceeded contracting goals at time of bid/proposal. Both McKenzie and Randi are resources dedicated to vendor management and compliance assistance with the MWBE EDI Plan further demonstrating SEMA's commitment to supporting and expanding opportunities for historically underutilized population groups. Over the last 5 years, SEMA has provided \$14.7 million in MWBE/DBE contracting opportunities in the State of Colorado.

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SEMA has developed and implemented policies and practices to fully engage EDI efforts to employ qualified individuals and utilize subcontracting firms with EDI considerations in order to foster understanding, acceptance, collaboration and support among our employees and subcontractor partners. SEMA has implemented positive steps to attract and recruit qualified individuals through affirmative action and EDI measures. Monitoring the effectiveness of the program on a continual basis through the development and implementation of audit and reporting systems, which measure the effectiveness of the program, indicate the need for remedial improvements and determine the degree to which SEMA Construction's EDI objectives have

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MWBE EQUITY, DIVERSITY, AND INCLUSION PLAN (MWBE EDI PLAN)

utilized to level recruitment, screening, and selection of employees for hire and promotion across all population groups. The total selection process, including that for promoting and training, is reviewed to ensure freedom from stereotyping individuals and promoting EDI within construction team members. Training will be provided at least annually to all personnel involved in the recruiting, screening, hiring, promoting, disciplining, and related employment processes to ensure the commitments made in SEMA Construction, Inc's EDI Plan are implemented. SEMA's past performance in achieving, and more often exceeding contracting goals, speaks to our ability to provide EDI partnerships for suppliers, subcontractors, and subconsultants.

G. FUTURE INITIATIVES:

SEMA plans to continue implementing proven and successful programs that ensure EDI is practiced at all levels within our organization and provide an environment that develops partnerships between workers and vendors that engage underutilized and under-represented populations. SEMA will attend and participate in recruiting and networking events such as Connect2DOT, HCC, Colorado SBDC, and other similar entities to promote equity, diversity, and inclusion both internally and externally. SEMA will plan on having someone in the project leadership team, McKenzie, and/or Randi in attendance at these events to disseminate information in support of the SEMA MWBE EDI Plan.

SEMA CONSTRUCTION'S MWBE LIAISONS

McKenzie Zimmerman / Preconstruction Coordinator & MWBE Liaison

Office: 303-991-4547

Direct: 720-672-5657

Email: mzimmerman@sema.inc

Randi Couch / MWBE, Small Business Utilization Coordinator, Construction Coordinator

Office: 303-627-2600

Direct: 303-991-4548

Email: rcouch@sema.inc

Norma Halverson / Human Resources Administrator

Office: 303-627-2600

Direct: 303-991-4542

Email: nhalverson@sema.inc



QUALIFICATIONS PROPOSAL FOR

On-Call Infrastructure Construction

TABLE OF CONTENTS

Cover Letter

1	Cost Effectiveness.....	1
2	DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan).....	N/A
3	Understanding the Project.....	5
4	Proposed Work Plan and Approach.....	7
5	Key Personnel and Ability to Respond.....	8
6	Company Experience and Qualifications.....	11

Proposal Forms

- Diversity and Inclusiveness in City Solicitations Request Form

Resumes

Contract Comments and Legal Statement(attached separately)



July 21, 2025

Airport Office Building (AOB)
 Denver International Airport (DEN)
 Attn: Diane Folken, Contractor Administrator
 8500 Pena Boulevard, Room 8810
 Denver, Colorado 80249-6340

Re: On-Call Infrastructure Construction RFP No. 202579097

Dear Ms. Folken and Members of the Selection Panel:

SEMA Construction, Inc. (SEMA) is pleased to submit our Statement of Qualifications for the On-Call Infrastructure Construction project. As a local contractor based in the Denver metropolitan area, we are equipped with the personnel and equipment resources to effectively respond to multiple On-Call contract work orders.

Why SEMA: Having successfully delivered \$2 billion in Colorado transportation projects over the past 34 years, SEMA is currently ranked in the top 400 Contractors by Engineering News-Record and has grown into one of the largest heavy civil contractors in the nation.

In addition to our 34 year tenure as a highly competitive low-bid contractor, our long history of design-bid-build work provides us with an acute understanding of local market conditions unmatched by any other local contractor competing for this Project. We look forward to collaborating with DEN through our sophisticated preconstruction services that includes constructability, value engineering, and innovative solutions.

Our hard-earned reputation of being fast and flexible comes from:

- A proven record of completing projects ahead of schedule through accelerated schedules and allocating multiple crews and shifts.
- 400 local employees, an 800-piece inventory of equipment, and a full equipment maintenance shop facility located in Centennial.
- Senior level professional managers and engineers who have worked together on similar projects involving roadway intersection construction, reconstruction, and improvements.

Trusted Partner: SEMA has consistently demonstrated success in partnering with various airports to deliver forward-thinking, collaborative transportation and infrastructure contracting projects, as illustrated in the figure below.

Pueblo Airport - Taxiway Line	Jeffco Airport - Taxiway A	Jeffco Airport - NE Ramp
Rocky Mountain Metro Airport - Taxiway Extension	Centennial Airport - Taxiway C Extension	Grand Junction Airport - RTR Relcoation

Proven and Tenured Team: We offer a proven an cohesive team, built with key personnel who have worked together for an average of 13 years, bringing a established approach and the continuity essential to exceeding the goals of this Project. Our proposed Key Personnel are available for the anticipated time commitment for their respective roles, and all have decision-making authority appropriate for their positions.

Single Point of Contact:

Principal-In-Charge: Mark W. Brooks, PE
Mailing Address: 7353 South Eagle Street, Centennial, CO 80112
E-Mail Address: mbrooks@sema.inc
Telephone: 303.748.9140
Fax Number: 303.627.2626

V.P. of Contracting

V.P of Contracting: Steve Mills
Mailing Address: 7353 South Eagle Street, Centennial, CO 80112
E-Mail Address: smills@sema.inc
Telephone: 407-563-7917
Fax Number: 303.627.2626

SEMA acknowledges receipt of Addendum 1 dated June 25, 2025 and Addendum 2 dated July 15,2025.

Thank you for considering our team's qualifications and approach to the Project. We look forward to the opportunity to meet with you to present our team and approach for providing on-call services.



Mark W. Brooks, PE
District Vice President



1. Cost Effectiveness

QUALITY CONTROL AND ERROR MINIMIZATION

A. APPROACH TO QUALITY CONTROL

Our understanding and approach to a Quality Program is unique and distinguishes us from other teams, exceeding requirements by owners. At SEMA, we believe quality begins with a project design that provides durable added value project elements implemented through the construction phase.

During our pricing of Work Orders issued by DEN we will review the Work Order plans and specifications and make suggestions to DEN if we see a better way to deliver the Work Order. Potential ideas may range from a more cost effective approach, reduce inconvenience to the traveling public, to design details that minimize long term maintenance providing a better life cycle cost.

SEMA'S APPROACH TO QUALITY

We have a vested interest in building quality into all of our projects. On all projects when we bid the work we bid performing each task once. We do not bid into any of our work tasks building any element of the project more than once. We also take into account warranty provisions of a project. We recognize the 3-year warranty in DEN projects, so we need to make sure the quality we provide will be the same quality that will be in the project 3 years after we complete the project.

Our quality program is based on a philosophy that quality is everyone's responsibility on the project. It begins with our estimating staff making sure we have addressed all the specifications and have included in our estimates products that meet the requirements of the bid documents. The quality continues to our field personnel ensuring during construction all of the project elements are compatible and installed per the plans.

B. STRATEGIES TO MINIMIZE ERRORS

The first step in our approach will be to jointly review and develop, if necessary, project-specific quality policies and objectives with DEN prior to beginning field construction. We will be sure everyone understands the quality commitment and requirements for the project to exceed the requirements of the DEN General Contract Conditions. Our quality approach and commitments include:

- Open communication with the DEN management team to ensure project quality is jointly agreed upon and being achieved
- Empower employees to be proactive and accountable for design and construction quality
- Develop a QMP providing detailed project instructions for processes and procedures
- Exceed DEN's requirements and expectations
- Continually review our quality program
- Provide quality-focused leadership
- Provide the quality resources and staffing committed in our proposal
- QA/QC processes that document quality management and result in a quality project
- Weekly quality meetings with DEN

C. SUBCONTRACTORS' ADHERENCE

SEMA ensures subcontractors adhere to our quality philosophy, we will engage them early in the bidding process through a collaborative review and alignment of project-specific quality policies and objectives—developed jointly with DEN. Before field construction begins, all subcontractors will participate in a preconstruction meeting to clearly communicate the project's quality expectations, which exceed the baseline requirements of the DEN General Contract Conditions. Through regular quality audits, ongoing communication, and shared accountability, we will maintain a unified commitment to delivering work that reflects our elevated quality standards.

COST CONTROL

A. INDUSTRY EXPERIENCE

With years of experience in the industry, SEMA has developed a proactive and disciplined approach to cost control that starts early in the bidding process and continues throughout the project lifecycle. One key strategy is integrating cost control with planning and scheduling from day one.

We also leverage detailed cost tracking and earned value analysis to monitor actual costs against budgeted figures in real time. This allows for early identification of potential overruns and immediate corrective action. Additionally, we promote value engineering efforts during design and preconstruction to identify opportunities for cost savings without compromising quality or performance.

Regular communication with field teams, procurement staff, and subcontractors helps reinforce budget expectations and fosters a culture of cost awareness. By combining technical knowledge, strong relationships, and data-driven decision-making, SEMA consistently delivers projects on or under budget, while maintaining high standards of quality and safety.

B. OPTIMIZE PROJECT EXPENSES

SEMA was founded on the principle that we deliver the greatest value to our clients through the self-performance of major work scope items. This approach provides a competitive cost advantage by eliminating the double mark-up associated with subcontracting and allows us to maintain greater control over quality and schedule. We further optimize project expenses through early scheduling, clear scope definition, and disciplined cost control. Value engineering, constructability reviews, and real-time cost tracking help us identify savings without compromising quality. While we prioritize local subcontractors and suppliers to reduce logistics costs and support the local economy, non-local staff are deployed strategically where their expertise provides the greatest value—ensuring their roles are both cost-effective and impactful throughout the project.

C. MAXIMIZE PRODUCTIVITY

We prioritize engaging personnel with the right expertise from the very beginning of the project. Our estimating and construction teams collaborate closely from the outset to ensure all key members are involved early on. Each team member is empowered with the authority to make critical decisions, enabling prompt and effective problem-solving. This collaborative approach fosters early involvement, ensuring that every member fully understands the scope, goals, and challenges of the project, which in turn optimizes efficiency from day one. Upon receipt of the Notice to Proceed, SEMA will conduct a comprehensive review of all available project documents. We will then immediately engage with DEN project team through a Project Kickoff Meeting, where we will address any questions, concerns, and proposed innovations related to the project documents.

D. MINIMIZING COSTLY CHANGES

We will use a formal risk management process that has been refined over SEMA's history of successful hard bid projects. Subject-matter experts from our team will closely review plans and constraints and engage with DEN personnel and the rest of the Project team to identify and document risks within an analytical risk assessment matrix. We will then assign each risk a category based on a combination of likelihood of occurrence and impact. The quantitative risk assessments will be based on a combination of cost, schedule, and quality impacts. Impacts will be quantified using historical data and estimating/forecasting. Mitigation strategies are developed and the cost of mitigation of risks are assigned to responsible parties who can best manage the risk to the benefit of the Project.

SUBCONTRACTOR OPTIMIZATION

A. INCORPORATION OF SUBCONTRACTORS TO MEET DSBO GOALS

SEMA is fully committed to meeting DSBO goals through intentional outreach and meaningful inclusion of certified small, minority-owned, and disadvantaged business enterprises. Items of work SEMA will likely subcontract for this project include:

FIGURE 2. SUBCONTRACTED WORKSCOPES

Asphalt Milling	Jack & Bore	Asphalt Paving
Pavement Markings	Landscaping	Bridge Rail
Concrete Coat & Seal	Painting	Concrete Paving
Public Information Services	Concrete Flatwork	Reinforcing Steel
Quality Control Testing	Caisson Drilling	Signs
Environmental Health & Safety	Waterproofing	Fencing
Guardrail-Metal	Electrical	Surveying

From the earliest project phases, we will identify and engage qualified firms to perform clearly defined portions of the work that align with their capabilities.

Our approach includes:

- **Early Engagement:** Solicitation to relevant material and subcontractor vendors, including all M/WBE firms in the DOTI database.
- **Capacity Building and Support:** Providing mentorship, technical support, and regular communication to help subcontractors succeed and grow.
- **Compliance and Transparency:** Maintaining open communication with DSBO representatives and delivering all required documentation and reporting to ensure transparency and accountability.

This approach ensures that participation goals are met while fostering a more diverse and resilient project team and supporting the broader goals of economic inclusion.

B. SUBCONTRACTOR MANAGEMENT

Subcontractors will be an integral part of the overall construction team and SEMA will promote project collaboration through effective communication and informed accountability. Subcontractors will be invited to participate in progress meetings, CPM schedule development, safety and quality process improvement discussions, and other relevant platforms that enhance project delivery. Our methods include:

- **Integrated Roles:** Team members are cross-trained and assigned responsibilities that span multiple functions—such as combining subcontractor coordination with quality oversight—to minimize overlap and improve efficiency.
- **Centralized Communication:** A single point of contact is designated for each subcontractor, streamlining communication and decision-making, while avoiding duplication of effort across the team.
- **Pre-planning and Clear Expectations:** Well-defined scopes of work and clear pre-construction planning with subcontractors reduce confusion, RFIs, and the need for excessive supervision.
- **Scalable Oversight:** Staff levels are scaled appropriately to the project phase, ensuring peak staffing only during high-activity periods, while maintaining oversight with a lean core team during slower phases.

This balanced approach promotes communication, accountability, and performance.

COMPETITIVE EDGE

A. OPPORTUNITIES FOR SAVINGS

Our company was founded on the basis we can provide the most value to our clients through the self-performance of the major workscope items on a contract. We believe it provides a competitive cost advantage when bidding work avoiding the double mark-up of margins when utilizing subcontractors.

On major projects self-performance of significant workscope items is imperative for us to manage and control the critical path activities on a project to reduce the risk of schedule delay and to set the pace that drives the overall project schedule. With the ownership of 900 individual pieces of major equipment and over 500 employees we have the resources to allocate and support any given project. There are distinct advantages in having a general contractor who can self-perform a majority of the work elements. Some of the advantages include:

- Ability to commit and allocate resources with a 24-hour notice when needed
- Capability of working in extreme weather conditions
- Ability to commit additional resources or work extended hours
- Flexibility in scheduling
- Better coordination of work activities to provide for better overall efficiencies
- Sole source responsibility for safety and quality metrics

B. ADDED VALUE

SEMA is able to leverage unique resources and capabilities for this project that truly set us apart from other general contractors. With our extensive past experience in this type of work and partnership with trusted subconsultants, we bring unparalleled expertise. Our specialization in this exact project scope ensures we understand the nuances and challenges, while our self-perform capabilities bring an added benefit through guaranteed efficiency and quality execution.

C. COMPETITIVE EDGE

SEMA brings the benefit of cost and schedule certainty. Our 34-year history of reliable, competitive pricing, comes from annually bidding up to \$2.6B in this market and self-performing \$150-200M in Colorado every year. Our unsurpassed knowledge of construction market resources and costs, combined with our single-source responsibility, allows us to competitively bid and self-perform the work, effectively controlling all the elements that impact cost and schedule. This gives us the ability to maximize scope by providing innovation and cost savings throughout the life of the project.

D. UNIQUE PROCESSES

For over three decades, SEMA has had direct contract relationships with our clients, which are predominantly public agencies. Having completed 500 high-quality projects, we have the construction project administration experience and systems in place to manage the multiple Work Orders required under this contract.

Whether our project is a \$400 million CM/GC or a \$400,000 design-bid-build, we utilize the exact same management approach and administrative software systems to manage our projects based on the following:

- Project Scheduling: Primavera (P6)
- Project Cost Accounting: Viewpoint/Vista
- Cost Estimating: Heavy Bid

Our project controls program for this Project incorporates input from all levels and functions of personnel, lessons learned, and a wealth of individual and company experience amassed on numerous other projects. Our systems, our procedures, and especially our well-qualified and dedicated personnel will provide the accurate and reliable project controls support vital to this type of schedule-driven work.



2. DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)

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utilized to level recruitment, screening, and selection of employees for hire and promotion across all population groups. The total selection process, including that for promoting and training, is reviewed to ensure freedom from stereotyping individuals and promoting EDI within construction team members. Training will be provided at least annually to all personnel involved in the recruiting, screening, hiring, promoting, disciplining, and related employment processes to ensure the commitments made in SEMA Construction, Inc's EDI Plan are implemented. SEMA's past performance in achieving, and more often exceeding contracting goals, speaks to our ability to provide EDI partnerships for suppliers, subcontractors, and subconsultants.

G. FUTURE INITIATIVES:

SEMA plans to continue implementing proven and successful programs that ensure EDI is practiced at all levels within our organization and provide an environment that develops partnerships between workers and vendors that engage underutilized and under-represented populations. SEMA will attend and participate in recruiting and networking events such as Connect2DOT, HCC, Colorado SBDC, and other similar entities to promote equity, diversity, and inclusion both internally and externally. SEMA will plan on having someone in the project leadership team, McKenzie, and/or Randi in attendance at these events to disseminate information in support of the SEMA MWBE EDI Plan.

SEMA CONSTRUCTION'S MWBE LIAISONS

McKenzie Zimmerman / Preconstruction Coordinator & MWBE Liaison

Office: 303-991-4547

Direct: 720-672-5657

Email: mzimmerman@sema.inc

Randi Couch / MWBE, Small Business Utilization Coordinator, Construction Coordinator

Office: 303-627-2600

Direct: 303-991-4548

Email: rcouch@sema.inc

Norma Halverson / Human Resources Administrator

Office: 303-627-2600

Direct: 303-991-4542

Email: nhalverson@sema.inc



3. Understanding the Project

UNDERSTANDING THE PROJECT

A. UNDERSTANDING OF THE SCOPE OF WORK:

SEMA brings a proven track record in full-service heavy civil construction for more than 34 years, SEMA's civil infrastructure project portfolio and makes us uniquely qualified to deliver on earthwork, structures, pavement systems, and piped utilities projects. This means we have proven to be a good neighbor, by not only understanding how to work safely within local traffic conditions, but we also understand the priorities and construction expectations of City and other local stakeholders. SEMA's operates with a flat and streamlined organization structure that can be responsive to project demands, but without burdensome corporate overhead costs. Our culture is rooted in autonomy and empowerment. We are highly responsive because our people are given the tools and support to make key decisions. This allows us to quickly respond to project needs without typical corporate "red tape."

SELF PERFORM

Our in-house capabilities allow us to provide competitive pricing and more effectively control the pace and progress of project delivery. We have structured our organization in a way that grants optimal focus to each key service.

Our ***Earthwork Division***: has the capacity and history of moving more than 10 million cubic yards in a single year. Project scopes include all aspects of grading, structural excavation/backfill, dewatering, surface water diversion, erosion control, ground improvement, ground stabilization, demolition, and rock excavation.

Our ***Piped Utilities Division***: is a full-service construction division that is experienced in water, irrigation, and sanitary and storm conveyance systems.

Our ***Structures Division***: has constructed some of Colorado's most innovative bridge structures, drainage/water resource structures, and retaining wall systems.

Our ***Concrete Paving Division***: operates 4 mobile batch plant facilities and operates 4 dedicated crews to slipform pavement and barrier systems and chemically treated subgrades for improved resiliency.

What sets us apart is our combination of technical proficiency, responsiveness, and dedication to long-term client partnerships. We are uniquely qualified for this work due to:

- **Personnel Resources:** SEMA maintains a local staff in excess of 650 skilled personnel and project management personnel. We are completing other heavy civil projects throughout the Colorado regions which allows us to leverage our local construction personnel to optimize project delivery. We not only employ our own local personnel to support those projects, but we also recruit local labor using regional hiring systems.
- **Principal Business Location:** SEMA will provide all management from an on-site field office and will be supported by our Corporate and Rocky Mountain District office, located at 7353 S. Eagle Street, Centennial, Colorado. This office supports our projects with full construction services. Our facility consists of 20 acres with a 10,700-square-foot office, a state-of-the-art 14,000-square-foot equipment maintenance/repair facility, and 3,300-square-foot welding shop.
- SEMA's executive and senior management at this location and are available to support the project team for the duration of the Project.

UNDERSTANDING THE PROJECT

B. COMPLEXITY, CHALLENGES, AND PROBLEMS INVOLVED IN PLANNING AND PERFORMING SCOPE OF WORK:

To address the complexity and challenges involved in planning and performing the scope of work, SEMA will focus on early collaboration, detailed preconstruction planning, and proactive risk management. We will clarify scope through document reviews and stakeholder alignment, mitigate logistical challenges with phased scheduling and site-specific plans, and streamline execution by integrating subcontractors early and maintaining clear communication throughout the project. This approach ensures issues are identified early and resolved efficiently to keep the project on track.

C. APPROACHES, PHILOSOPHY, AND EXPERIENCE DEALING WITH CHALLENGES RELATED TO THE SCOPE OF WORK:

SEMA's approach to challenges related to the Scope of Work is rooted in proactive planning, clear communication, and collaboration. We believe that early identification and resolution of scope issues are critical to project success. Our philosophy emphasizes aligning expectations among all stakeholders, conducting thorough constructability reviews, and breaking down complex scopes into manageable, clearly defined work packages. Drawing from extensive experience across diverse projects, we've developed proven strategies for navigating scope changes, minimizing disruptions, and maintaining control over cost, schedule, and quality throughout project delivery.



4. Proposed Work Plan and Approach

PROPOSED WORK PLAN AND APPROACH

A. PROPOSED EFFORT FOR COMPLETING THE WORK ON SCHEDULE:

SEMA has dedicated professional schedulers who will construct a CPM schedule using Primavera P6. The baseline CPM schedule will be submitted for approval at the project kick-off and monthly updates will be submitted with each payment application. Additionally, at the project level, a 3 week “look-ahead” schedule will be reviewed on a weekly basis for scheduling of construction related personnel, subcontractors and construction oversight personnel. In the event of a delay, SEMA will develop a schedule recovery plan to accelerate the work back onto the critical path.

B. METHODS USED TO COORDINATE WORK:

Whether our project is a \$400 million CM/GC or a \$4 million design-bid-build, we utilize the exact same management approach and administrative software systems to manage our projects based on the following: Project Scheduling:

- P6) Project
- Cost Accounting: Viewpoint/Vista
- Cost Estimating: Heavy Bid

Our project controls program for this Project incorporates input from all levels and functions of personnel, lessons learned, and a wealth of individual and company experience amassed on numerous other projects. Our systems, our procedures, and especially our well-qualified and dedicated personnel will provide the accurate and reliable project controls support vital to this type of schedule-driven work.

Throughout the Project, we will hold meetings to discuss our respective work scopes and schedules. Work that can affect or be affected by the Project is included in our summary schedule, along with the method of handling traffic phasing, to track progress and to ensure timely coordination with all affected stakeholders and trade partners.



5. Key Personnel and Ability to Respond



KEY PERSONNEL AND ABILITY TO RESPOND

SEMA is able to perform multiple major work scopes. This enables our team to quickly deploy additional resources to the correct location as described by the scheduling process. SEMA’s ability to perform multiple major work scopes.

There are distinct advantages in having a general contractor who can self-perform a majority of the work elements. Some of the advantages include:

- Ability to commit and allocate resources with a 24-hour notice when needed
- Better control of quality, safety, and schedule
- Ability to commit either additional resources or work extended hours
- Flexibility in scheduling
- Better coordination of work activities to provide efficient project delivery

The following are items of work SEMA traditionally self performs with its own resources:

Demolition	Structural Excavation
Pile Driving and Caissons	Earthwork Embankments
Aggregate Base Course	Concrete Box Culverts
Bridge Construction	Pedestrian Fencing
Retaining Walls	Storm Drainage Pipe
Sanitary Sewer Lines	Structural Backfill
Water Lines	Riprap

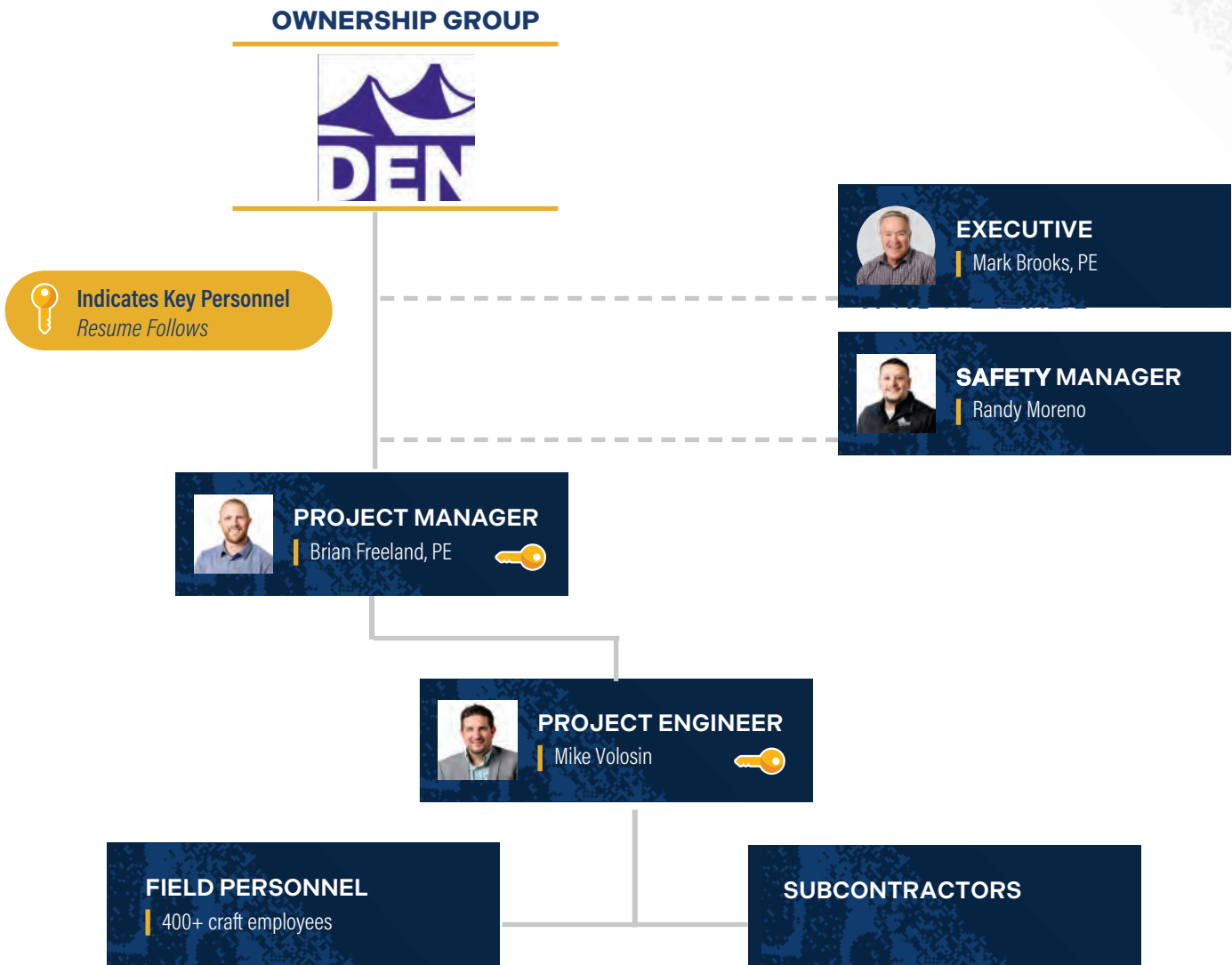
Based in the Greater Denver Metro Area we typically have multiple projects year-round in this area. This allows for us to be more responsive to project construction needs, efficient with allocation of work crews, and control costs related to mobilization. This is an advantage for SEMA in our ability to able to provide for On-Call services for multiple, even consecutive, Work Orders for DEN. Examples of past self-performed work can be found in section 6.

A. OFFICE ADDRESSES

Office Addresses	Professional/Support Employees
7353 S. Eagle St. Centennial, CO 80112	300
1901 Camino Vida Roble, Ste.100 Carlsbad, Ca 92008	120
2271 E. Continental Blvd. Suite 100. Southlake, TX 76092	380
7417 TPC Blvd. Orlando, FL 32822	200

ORGANIZATIONAL CHART

Just as every element of a city’s infrastructure plays a critical role in its strength and stability, each individual shown in our organizational structure contributes unique expertise to form a unified and high-performing team. For these on call projects, we’ve brought together hand-selected team members, each with their own proven capabilities and specialized experience. Our team is structured to reflect clear lines of communication, accountability, and collaboration, allowing us to fully leverage the strengths of each person. Like any well-built infrastructure, our integrated team is designed for durability, flexibility, and seamless connection ensuring you receive the best.





KEY PERSONNEL AND ABILITY TO RESPOND

A. SUBCONTRACTOR WORKSCOPE AND QUALIFICATIONS:

SEMA will solicit all available work scope packages to provide DEN with a competitive best-value selection process for subcontractor selection. Our team maintains strong working relationships with all key subcontractors and suppliers throughout Denver to ensure high participation in all solicitations. With over 3 decades of competitive bidding in the Denver area, we have formulated deep and diverse subcontractor relationships. This will ensure high level participation on all bid packages issued. Received proposals will be logged in our estimating software (HeavyBid to allow a direct comparison between quotes for each scope, the system will also allow SEMA to compare self-perform prices to competing proposals. Factors outside of unit price per bid item such as escalations, bonding, special conditions, inclusions, and exclusions will be documented and added to the comparison to reach the most accurate overall price. Once a subcontractor is selected, we will integrate them into the project, setting them up for success from the beginning. Through comprehensive pre-planning and regular coordination meetings, we ensure that every subcontractor is fully aligned with the project’s goals and expectations prior to ever starting the work. During the preconstruction phase and project kickoff, we provide detailed project documents, including schedules, logistics, and phasing plans, to keep everyone informed and on track. This proactive approach allows us to address potential issues before they arise, streamline workflows, and foster a collaborative environment. By facilitating clear communication and robust planning at the start, we empower our subcontractors to deliver their best work.

Items of work SEMA will likely subcontract for this project include:

FIGURE 2. SUBCONTRACTED WORKSCOPES

Asphalt Milling	Jack & Bore	Asphalt Paving
Pavement Markings	Landscaping	Bridge Rail
Concrete Coat & Seal	Painting	Concrete Paving
Public Information Services	Concrete Flatwork	Reinforcing Steel
Quality Control Testing	Caisson Drilling	Signs-Roadway
Environmental Health & Safety	Waterproofing	Fencing
Guardrail-Metal	Electrical	Surveying



6. Company Experience and Qualifications

DENVER DEPARTMENT OF TRANSPORTATION

DENVER, CO

39TH AVENUE GREENWAY PARK HILL DETENTION



PROJECT DESCRIPTION

This project is the fourth design-build project in Denver’s history, and the third design-build project for which SEMA was selected as design-build contractor by DOTI.

This project adds vital drainage infrastructure to the Cole & Clayton neighborhoods while also providing a new 12-acre recreational greenway along 39th Avenue between Franklin and Steele Streets. The project included approximately 3-miles of improved roadway and sidewalks as well as 2.25 miles of new multi-modal facilities. Among the improvements is Denver’s first Shared Street on 39th Avenue from Franklin to Williams Street, activating the western entrance of the greenway. Additionally, these features had to fit within a network that consisted of 2 new pedestrian bridges, 5 open-channel crossings, 4 new plaza spaces, 2 new nature play areas and a community garden.

SEMA’s commitment to both building and engaging in the community was shown by our \$86k contribution on behalf of this project to Denver WORKNOW.

Savings to DOTI: The SEMA design-build team was the only team able to deliver cost savings innovations to deliver the project within DOTI’s allocated budget, compared to the other two competing teams that presented options \$23M and \$7M over DOTI’s budget respectively.

Major Utilities & Coordination: The project involved coordinating the relocation and protection in place of 276 utilities.

Maintaining Access: The project corridor was adjacent to historical neighborhoods and residences. SEMA maintained access for all multi-modal transportation throughout the three year project for adjacent businesses and residents by jointly developing multi-modal traffic control plans with DOTI.

Subconsultants & Percentage of Work: 38%

SCOPE SUMMARY

Contract Value:

- Contract Cost: \$76.9M
- Final Cost: \$91.1M
- Change Orders: Owner-initiated changes in scope

Outcome/Result:

- Contract Schedule: 06/2018 - 10/2020
- Actual Schedule: 06/2018 - 10/2020
- Differences: Additional scope added to the project that required an additional month added to the project baseline, this was a mutually agreed extension.

Owner Contact:

- Steve Coggins, {Retired} Program Manager
- DOTI
- (720) 865-3043
- steve@cogginsconsultants.com

Gross Fees:

- 6%

COMMUNITY BIKE NETWORKS (B&C) ON-CALL



PROJECT DESCRIPTION

Denver Department of Transportation and Infrastructure (DOTI) Bikeway Facilities Project is a program aimed at rapidly expanding safe and comfortable transportation options within three (two managed and constructed by SEMA) areas of Denver, with plans to expand the program citywide in the future. The goal of the project is to install transportation networks that are more connected, safe, and accessible by adding additional signage, striping, installation of traffic circles, and modifications to existing or installation of new traffic signal equipment. It also includes the construction of new curb ramps and sidewalks, installation of vertical separation or deflection elements (asphalt speed cushions, rubber speed bumps, tubular markers, and rubber curbs).

The northwest Community Transportation Network (CTN) construction area delivered seven new bikeway corridors (15.6 miles) across the northwest network. The south central CTN construction area delivered 11 new bikeway corridors (16.2 miles) across the south central network. Bikeways installed through the CTN played a critical role in meeting Denver’s goal of 125 miles of new bikeways by 2023, and include numerous improvements for people walking, rolling, and bicycling, resulting in safer and more comfortable streets for everyone.

Subconsultants & Percentage of Work: 55%

SCOPE DETAILS

Contract Value:

- Contract Cost: \$6.5M
- Final Cost: \$6.8M
- Change Orders: Owner-initiated scope change

Outcome/Result:

- Contract Schedule: 09/2022 - 01/2024
- Actual Schedule: 09/2022 - 11/2023

Owner Contact:

- Michael Harmer PE, DOTI Project Manager
- DOTI
- (913) 913-4526
- michael.harmer@denvergov.org

Gross Fees:

- 6%

DIA RUNWAY 16R – 34L



PROJECT DESCRIPTION

This project consisted of constructing a new 16,000 LF runway at DIA. This project required SEMA to move 8,000,000 CY of earth in just eight months. SEMA also installed 10,000 LF of storm sewer within the same time frame. In addition, SEMA was required to turn in very detailed surveys of work completed every month to the owner for the fill, structural fill, and select structural fill.

Subconsultants & Percentage of Work: 15%

SCOPE DETAILS

Contract Value:

- Contract Cost: \$19.7M

Outcome/Result:

- Project was completed ontime per contract.

Owner Contact:

- Pete Stikowski Project Manager (Deceased)

Gross Fees:

- 6%



Proposal Forms

Exhibit L

VI. ATTACHMENT 1, PROPOSAL FORMS
Attachment 1, Part 1 Proposal Acknowledgement Letter

City and County of Denver
Denver International Airport

Proposer: SEMA Construction, Inc Date: 7/21/2025

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

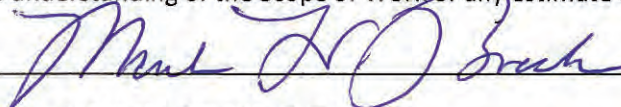
In response to the Request for Proposal (RFP) dated **June 25, 2025**, for **RFP NO. 202579097, On-Call Infrastructure Construction**, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents. After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

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

Addenda Numbers: 1 & 2

The undersigned certifies that they have examined and are fully familiar with the proposal documents and has satisfied themselves with respect to any questions regarding the RFP which could in any way affect the undersigned's understanding of the Scope of Work or any estimate of the cost thereof.

Signature: 

Type/print name: Mark W. Brooks, P.E.

Proposer's Business Address: 7353 S Eagle St Centennial, CO 80112

E-mail address: mbrooks@sema.inc

Exhibit L

Attachment 1, Part 2 Proposal Data Form

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

Proposer Name: SEMA Construction, Inc.

Proposer Address: 7353 S Eagle St Centennial, CO 80112

Phone: 303-627-2600 Fax: 303-627-2626

Email: mbrooks@sema.inc

Federal Identification Number: 84-1163868

Principal in Charge (Name & Title): Mark W. Brooks, P.E., District Vice President

Project Manager for this RFP (Name & Title): Brian Freeland Project Manager

Equal Employment Opportunity Officer: Elver Bernal / Safety Director

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

Holmes Murphy

Parent Company Information
(If Applicable)

Name of Company: N/A

Address: N/A

Phone: N/A Fax: N/A

Contact Person: N/A

Exhibit L

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

State of Incorporation: Colorado

Is this a joint venture?

- YES
- NO

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

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

Please see attached.

Exhibit L

References
(Provide three professional references below)

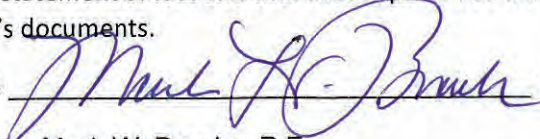
1. Company Name: Colorado Department of Transportation (R2)
 Contact: Randy Johnson
 Project Title: Construction Project Engineer
 Email: randy.l.johnson@state.co.us
 Phone Number: 719-499-4267

2. Company Name: Colorado Department of Transportation(R4)
 Contact: Abra Geissler, P.E.
 Project Title: Project Director of I-25 North: Mead to Johnstown
 Email: abra.geissler@state.co.us
 Phone Number: 303-995-3008

3. Company Name: City of Fort Collins
 Contact: Gunner Hale, P.E.
 Project Title: Civil Engineer
 Email: ghale@fcgov.org
 Phone Number: 970-817-0456

CERTIFICATION

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

Signature  Title District Vice President

Print Name Mark W. Brooks, P.E.

Date 7/21/2025

Exhibit L

Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

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

If no disclosure required in accordance with III-15, please sign affirmation statement.

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

Signature  Title District Vice President

Print Name Mark W. Brooks, P.E.

Date 7/21/2025

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

N/A

Exhibit L

Attachment 1, Part 4 Proposal Declaration

The Proposer is required to submit with its proposal this Proposal Declaration, affirming that neither, I (we), nor, to the best of my (our) knowledge, none of the members of Proposer's (our) company or companies have either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposing in connection with this proposal.

Dated this 21 day of July, 2025.

Proposer Company Name: SEMA Construction, Inc.

Proposer Business Address: 7353 S Eagle Street

City, State, Zip Code: Centennial, CO 80112

Telephone Number: 303-627-2600

Fax Number: 303-627-2626

Social Security or Employer ID No.: 84-1163868



PROPOSER'S SIGNATURE:

Mark W. Brooks

Mark W. Brooks, P.E.

Printed Name

Timothy Ackerman
Secretary's Signature

Timothy Ackerman
Printed Name

Exhibit L

Attachment 1, Part 5 List of Proposed Non-MWBE Subcontractors

Proposer Company Name: SEMA Construction, Inc.
 RFP Name: On-Call Infrastructure Construction
 RFP No.: 202579097

Proposer shall list below the name, business address, work assignment and dollar value of each subcontractor that is not a MWBE subcontractor that will perform work or labor or provide services to the Proposer relating to this Contract in an amount greater than one and one-half percent (1.5%) of the Proposer’s total bid. Only one (1) subcontractor for each portion of the work shall be listed. Any proposed subcontractors to be utilized by the Proposer that are certified as a Small Business Enterprise (SBE) shall also be listed on the “List of Proposed Subcontractors” attached to this RFP.

If the Proposer does not identify a subcontractor to perform portions of the work which could be subcontracted on this form or the List of Proposed MWBE Subcontractors, the Proposer, if it is awarded the Contract, agrees not to subcontract such portions that exceed one and one-half percent (1.5%) of the total bid amount until the Contractor has advised the SVP of DEC in writing of the reasons why the subcontractor was not listed in the proposal submission and complied with the requirements of General Condition 502.

If the Proposer is awarded the Contract and does not enter into a subcontract with a subcontractor listed below or on the List of Proposed MWBE Subcontractors, the Proposer agrees not to subcontract any of the work assignment identified for that subcontractor until the Proposer has advised the SVP of DEC in writing of the reasons why a different subcontractor is being used and has obtained approval.

Subcontractor Information	Work Assignment	Subcontract Dollar Value
Name: <u>Powell Restoration, Inc</u> Address: <u>6395 Brighton Blvd</u> <u>Commerce City, CO 80022</u> Phone: <u>303-289-4647</u>	Landscape and Erosion Control	TBD
Name: <u>Environmental Logistics</u> Address: <u>1101 East 64th Ave.</u> <u>Denver, CO 80229</u> Phone: <u>303-275-0661</u>	Landscape and Erosion Control	TBD
Name: <u>Sturgeon Electric Company</u> Address: <u>4250 Oneida St</u> <u>Denver, CO 80216</u> Phone: <u>303-591-0769</u>	Electrical	TBD
Name: <u>Lighthouse Transportation</u> Address: <u>11861 Bradburn Blvd,</u> <u>Westminster, CO 80031</u> Phone: <u>303-390-0210 x 2</u>	Electrical	TBD

Exhibit L

Name: <u>Green Circle Milling Company</u> Address: <u>2635 Delta Dr</u> <u>Co Springs, CO 80910</u> Phone: <u>303-660-0439</u>	Asphalt Milling	TBD
Name: <u>Western Milling</u> Address: <u>2764 Hwy 50</u> <u>Grand Junction, CO 81503</u> Phone: <u>970-242-3964</u>	Asphalt Milling	TBD
Name: <u>Kolbe Striping, Inc</u> Address: <u>550 Topeka Way</u> <u>Castle Rock, CO 80109-</u> Phone: <u>303-688-9516</u>	Striping	TBD
Name: <u>RoadSafe Traffic Systems</u> Address: <u>7909 S. Chambers Road</u> <u>Englewood, CO 80112</u> Phone: <u>303.298.8407</u>	Striping	TBD
Name: <u>Crystal Peak Design</u> Address: <u>6854 Oak Valley Drive</u> <u>Co Springs, CO 80919</u> Phone: <u>719-593-9112</u>	Public Information	TBD
Name: <u>Villalobos Concrete, Inc</u> Address: <u>5472 Lincoln Street</u> <u>Denver, CO 80216</u> Phone: <u>720-872-2753</u>	Misc Concrete	TBD
Name: <u>Vine Laboratories, Inc.</u> Address: <u>703 Salida Way</u> <u>Aurora, CO 80011</u> Phone: <u>303.662.1166</u>	QC	TBD
Name: <u>Chacon Paving, Inc.</u> Address: <u>1701 E 114th Place</u> <u>Northglenn, CO 80233</u> Phone: <u>303-450-0616</u>	Misc Concrete	TBD
Name: <u>DCG Enterprises, Inc.</u> Address: <u>9945 Titan Park Circle</u> <u>Littleton, CO 80125</u> Phone: <u>303.885.9634</u>	Traffic Control	TBD
Name: <u>GROUND Engineering</u> Address: <u>7393 Dahlia Street,</u> <u>Commerce City, CO 80022</u> Phone: <u>303-289-1989</u>	QC	TBD

This page can be duplicated if additional sheets are required

VII. ATTACHMENT 2, DSBO FORMS

DSBO FORMS

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

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



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

This Commitment Form must be completed by all Bidders/Proposers or Contractors/Consultants/Tenants (Prime) to indicate their commitment towards satisfying this project's MWBE participation requirement with City and County of Denver (CCD) certified MWBE firms.

MWBE PARTICIPATION COMMITMENT:

The Bidder/Proposer or Prime is committing to 15 % of the total contract value to MWBE participation. The total contract value is inclusive of value changes made throughout the life of the contract.

GOOD FAITH EFFORT:


If Bidder/Proposer or Prime's abovementioned MWBE participation commitment is less than the MWBE participation requirement percent established by DSBO, the Bidder/Proposer or Prime must submit to DSBO with this Commitment Form a comprehensive statement of their good faith efforts as per the categories outlined in Chapter 28 of the D.R.M.C.

The undersigned Bidder/Proposer or Prime hereby agrees and understands that they must comply with their MWBE commitment on this project in conformity with Chapter 28 D.R.M.C. and the terms of their City contract. Failure to comply is a material breach of said contract, which may result in the imposition of sanctions on the Prime, as deemed appropriate by DSBO.

Bidder/Proposer or Prime (Name of Firm): SEMA Construction, Inc

Firm's Representative: Mark W. Brooks, P.E.

Title: District Vice President

Signature (Firm's Representative):  Date: 7/21/2025

Address: 7353 S Eagle Street

City: Centennial	State: CO	Zip: 80112
Phone: 303-627-2600	Email: mbrooks@sema.inc	



**Division of Small Business Opportunity (DSBO)
Minority & Women-Owned Business Enterprise (MWBE) Utilization Plan**

This form **must be completed by all submitters** to indicate their commitment towards creating and expanding contract opportunities for City and County of Denver MWBE certified small businesses. To meet the minimum DSBO responsiveness requirements, Submitter shall provide the proposed MWBE Utilization Plan **at the time of submission deadline** to substantiate the Submitter’s specified MWBE participation commitment. Each of the prompts below must be comprehensively and meaningfully addressed. Leaving a section blank or entering “N/A” may deem the submitter nonresponsive. (Maximum 400 words per section).

The approved Utilization Plan may be subject to revisions throughout the life of the contract.

Proposer/Prime Name: SEMA Construction, Inc

Project/Contract Name and Number: 202579097

Exhibit L



Utilization Strategies	<ul style="list-style-type: none"> • Explain the strategies and tactics the Submitter is currently using and plans to implement in the future to enhance the participation of both new and established City and County of Denver MWBE certified small businesses in contracting opportunities. Please provide concrete examples. • Please list the anticipated scopes of work that may utilize MWBE certified businesses. If known, list specific MWBE certified firms that you may consider for certified subcontractor utilization. <p>For reference, please refer to CCD Certified Small Business Database.</p> <p style="text-align: center;">Small Business Certification and Contract Management System Denver Office of Economic Development</p> <p>Response: SEMA is committed to expanding opportunities and increasing utilization of new and existing MWBE businesses in contracting opportunities. SEMA is committed to satisfying or exceeding the 12% MWBE subcontracting participation on this project through strategic soliciting of City and County of Denver approved MWBE companies once an analysis of subcontracting and supplier opportunities are defined. Once the project is solicited, the assigned coordinator will contact all registered and approved MWBE vendors based on NAICS Codes and provide continued assistance in bid quotation/proposal development if requested by the MWBEs. While there are projects where many work scopes could be self-performed internally by SEMA, we are committed to soliciting bids for all work scopes to ensuring we have MWBE participation. The timeframe for issuance of vendor agreements will generally be within 2 weeks of an executed Contract with the Owner. The estimated value of supplier and subcontracting opportunities for this project will involve the following worksopes:</p> <ul style="list-style-type: none"> • Construction Surveying • Traffic Control/Signing & Striping • Erosion Control/Landscaping • Demolition • Earthwork & Fine Grading • Storm Sewer & Wet Utilities • Dry Utility Relocation Assistance • Electrical & Communications • Asphalt Planing • Asphalt Paving • Concrete Flatwork & Paving
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DSBO Version 1: 3/4/2025

Exhibit L



Standard Procedure for Bid Packages

- Describe Submitter’s procurement process, policies and procedures for soliciting MWBE certified small business participation. Please provide details on the practices already in place and/or anticipated practices that ensure that MWBE certified small businesses are successful in obtaining subcontracts on this project.

Response:

The procurement of supplier and subcontracted services will be based upon factors including responsiveness of the quotation/proposal to project workscope and contractual requirements, competitive pricing, history of satisfying quality and safety metrics within industry standards, schedule and capacity considerations, and compliance with subcontracting goals and limitations. In every fair, ethical, and practical manner, we will aid with the preparation of proposals/quotations to all firms. During the mini bidding process, SEMA will provide enhanced outreach efforts to a wide spectrum of MWBE certified firms based on NAICS Codes, as opposed to a more limited and targeted outreach for Non-MWBE firms with the goal of attracting a higher proportion of MWBE firms as compared to non-MWBE firms and increasing the potential for contracting equity for the MWBE firms. SEMA will also request and evaluate proposals from non-MWBE subcontracting firms to ensure that they are equally responsive to MWBE contracting goals through the use of 2nd tier MWBE vendors. Subcontractors who bid but are not selected will be notified via email and may receive a debrief of selection decision upon request.

Exhibit L



Technical Assistance

- Describe the assistance and/or guidance that Submitter will provide to certified small businesses that may help advance MWBE-certified businesses forward. This could include technical, financial, or support services to the certified small businesses that allows them to have meaningful participation on this or other contracts.

Examples of such may include, but are not limited to, quality control, bonding, insurance assistance, payment advances, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.

Response:

SEMA Construction is fully staffed with Project Managers, Project Engineers, Estimators, and Project Coordinators to assist and guide MWBE businesses in the development of a responsive quotation/proposal and for the successful completion of their respective role in the project. The MWBE Coordinators will identify technical, financial, or other support services available to the MWBE businesses that allows them to have meaningful and profitable participation during construction services. Examples of potential assistance may include estimating and bid development guidance, quality control support services, bonding agent referrals or other mechanisms to overcome bonding limitations, insurance assistance, prompt payment, mentoring programs, partnership ventures, workforce development cooperation, technical engineering support, contractual and compliance guidance, schedule review and feedback, identification of known risks on the project, Identification of long lead materials and other services to ensure the success on existing or emerging MWBE businesses.

Exhibit L



**DSBO Program Requirements Handbook (DSBO Handbook)
Signature Statement**

*****Attention: this Signature Statement form is required to be completed, signed, and submitted to DSBO. It will be incorporated as an exhibit to the Contractor's/Consultant's executed contract with the City.*****

To access the DSBO Handbook, please visit the [DSBO Compliance website](#).

The undersigned firm has read and agrees to comply with the DSBO Ordinance, DSBO Rules and Regulations, and requirements outlined in the DSBO Handbook (collectively, the "DSBO Program Requirements"), should it be awarded the subject project. Additionally, should the undersigned be awarded the project, it will provide timely and accurate submissions of the required compliance documentation to DSBO and will promptly advise DSBO of any changes to their primary point(s) of contact responsible for DSBO reporting. If requested by a certified subcontractor/subconsultant, the Contractor/Consultant will make the DSBO Handbook available to subcontractors/subconsultants regardless of tier.

The Contractor/Consultant shall carry out the aforementioned DSBO Program Requirements in the award and administration of its contracts, inclusive of enforcing DSBO flow down provisions in subcontract/subconsultant agreements at all tiers. Failure by the Contractor/Consultant to comply with or implement these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the City deems appropriate.

Bidder/Proposer or Prime (Name of Firm): SEMA Construction, Inc.

Firm's Representative: Mark W. Brooks, P.E.

Title: District Vice President

Signature (Firm's Representative):

Date: 7/21/2025

Address: 7353 S Eagle Street

City: Centennial

State: CO

Zip: 80112

Phone: 303-627-2600

Email: mbrooks@sema.inc

Diversity and Inclusiveness* in City Solicitations Information Request Form

Submitted on 21 July 2025, 10:17am
 Receipt number 6781
 Related form version 6

Page 1/2

Business Email Address `estimating.co@sema.inc`

Enter Email Address of City and County of Denver contact person facilitating this solicitation `contract.procurement@flydenver.com`

Please provide the City Agency that is facilitating this solicitation: Denver International Airport

Project Name On-Call Infrastructure Construction

Solicitation No. (If Applicable) #202579097

Name of Your Company SEMA Construction, Inc.

What Industry is Your Business? Construction/Landscape/Maintenance Services

Street Address 7353 S. Eagle St

City Centennial

State CO

ZIP Code 80112

Business Phone Number 303-627-2600

Business Facsimile Number 303-627-2626

Page 2/2

1. How many employees does your company employ? Over 100

1A. How many of your employees are full time? 350

1B. How many of your employees are part time? 0

2. Do you have a Diversity and Inclusiveness Program? Yes

Exhibit L

2.1. Employment and retention?	Yes
2.2. Procurement and supply chain activities? *	No
2.3. Customer Service?	No
3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) *	Yes, please see attached.
4. Does your company regularly communicate its diversity and inclusiveness policies to employees?	Yes
5. How often do you provide training and diversity and inclusiveness principles?	Annually
5.1 What percentage of the total number of employees generally participate?	76 - 100%
6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)	Diversity and Inclusiveness in Supply and Procurement starts during the procurement phase of bidding work. When soliciting quotes, we contact all the local MWBE contractors via email and/or fax with a formal Request for proposal. Minority and Women-Owned businesses are encouraged to reply to our solicitations. We then make our estimating team available to answer questions and clarify our approach to a project. We also make sure we right-size the bid package, so all contractors can have an opportunity at the work.
7. Do you have a diversity and inclusiveness committee?	No
8. Do you have a budget for diversity and inclusiveness efforts?	Yes
9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?	No
10. I attest that the information represented herein is true, correct and complete, to the best of my knowledge.	Check Here if the Above Statement is True.
Name of Person Completing Form	Mark W. Brooks, P.E.
Today's Date	07/21/2025
NOTE: Attach additional sheets or documentation as necessary for a complete response.	Affirmative Action - CO.pdf

Exhibit L



6/27/2025

SEMA Construction

Dear Ms. Zimmerman:

The Contractor's Prequalification Board has reviewed the application submitted by your firm. The Board approves your prequalification. Your firm is allowed to bid City and County of Denver construction projects requiring approval in the following categories and financial levels:

1A Heavy Civil	\$50,000,000.00
1B Excavation and Grading	\$25,000,000.00
1E(4) Piped Sewer	\$10,000,000.00
1G Bridge Work	\$25,000,000.00

The Executive Director with Transportation and Infrastructure and the CEO with the Department of Aviation agree with the Board's decision. The financial levels for category 1B Excavation and Grading changed from \$18M to \$25M and 1E(4) Piped Sewer from \$9M to \$10M due to the financial level change per our updated and revised Prequalification Rules. Your firm will not need to prequalify for bids that open prior to June 30, 2027.

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

We appreciate your interest in bidding on City and County of Denver contracts and look forward to working with you in the future. Should you have any questions concerning the prequalification process, do not hesitate to contact us at doti.prequal@denvergov.org.

Sincerely,

Cynthia Ackerman

Cynthia Ackerman, Acting Board Chair
 Department of Transportation & Infrastructure
signed on behalf of the Board

cc: Prequalification Board File

City and County of Denver Department of Transportation and Infrastructure

Office of the Executive Director

201 W. Colfax Avenue, Dept. 608 | Denver, CO 80202

www.denvergov.org/doti

Phone: 720-865-8630

311 | DENVERGOV.ORG | DENVER 8 TV



Resumes



16 YEARS
OF INDUSTRY EXPERIENCE

7 YEARS
WITH SEMA

EDUCATION

BS, Civil Engineering, Clarkson University

LICENSES, CERTIFICATIONS AND REGISTRATIONS

Professional Engineer (PE)
OSHA 30-Hour
HAZMAT
BNSF Awareness
eRailsafe Safety Awareness
Roadway Worker Protection

PROJECT COMMITMENT

Brian Freeland is fully committed to the On Call construction projects.

BRIAN FREELAND, PE

PROJECT MANAGER

ROLE AND RESPONSIBILITIES

Brian is a licensed Professional Engineer who specializes in field-based project management and quality management. Brian effectively collaborates with the construction management, the Owner’s team, and the design team on daily project administration, construction quality monitoring, and document management. Brian’s technical background supports his ability to provide acute focus on the finite details with regard to project specifications and project controls—including budgeting and scheduling—to help deliver projects safely, within budget, and ahead of schedule. With a portfolio of projects that includes CM/GC, design-build, and design-bidbuild, Brian’s project portfolio ranges in size from \$8M to \$153M.

As a Project Manager, Brian will provide hands-on quality control oversight in the field to ensure construction activities meet project specifications, standards, and regulations. He will coordinate with field teams to implement corrective actions promptly and efficiently. Brian will also review materials, methods, and processes to ensure they align with quality standards and proactively address any deviations to prevent negative impacts on the project.

RELEVANT EXPERIENCE SUMMARY

DOTI: PARK AVE. VIADUCT REHABILITATION

- Brian was the project engineer responsible for managing all aspects of this viaduct rehabilitation project. The work consisted of replacing 43 bearings, concrete repairs, and epoxy crack injection to repair the Park Ave. Waffle Slab in Downtown Denver. Brian was responsible for developing the bridge jacking plan and access platform design along with coordinating with the three railroad entities.

DOTI: SPEER BLVD. PREVENTATIVE MAINTENANCE

- Brian as Project Manager was responsible for rehabilitating the 30-year-old iconic Speer Blvd. structures that span the Platte River, Little Raven, and Railroad CML lines. The rehabilitation consisted of structural repairs of six bridges, while maintaining traffic along a heavily congested Speer Blvd. The project was ahead of schedule and under budget, enabling DOTI to award additional scope that involved more extensive rehabilitation to the steel structures that was not originally forecasted.

DOTI: 39TH AVE. GREENWAY PARK HILL

- Project Engineer responsible for managing erosion control and traffic control aspects of this \$85 million design-build project in Denver County, Colorado. The project includes a stormwater collection system which includes construction of a linear greenway, multiple conduits, detention basin, and additional flood protection. The work also includes multi-modal mobility access opportunities and creating and enhancing park and public spaces. Brian has been key in managing the erosion control aspects of constructing the linear greenway, detention basin, and utility relocations, as well as managing traffic control in and around the many streets and rail lines encompassed in the project area.

CDOT: I-25 EXPRESS LANES SEGMENTS 5 & 6 CM/GC

- This project’s scope includes roadway reconstruction, frontage road resurfacing and reconstruction, construction of CBCs under I-25, 12 bridges— including Great Western RR bridge widening, pedestrian crossing, relocation of a 42” LTWD waterline, and retaining walls.

BNSF: EMPORIA SECOND MAIN TRACK CM/GC

- As Project Engineer on this \$153M CM/GC, Brian was responsible for developing shoring plans for the construction of five new bridges and seven existing culvert extensions.



MIKE VOLOSIN

PROJECT ENGINEER

19 YEARS
OF INDUSTRY EXPERIENCE

1 YEARS
WITH SEMA

EDUCATION

BS, Mining Engineering, South Dakota
School of Mines and Technology

LICENSES, CERTIFICATIONS AND REGISTRATIONS

OSHA 40-Hour
CDOT TECS Certified

PROJECT COMMITMENT

Mike is fully committed to the On Call
construction projects.

ROLE AND RESPONSIBILITIES

Mike is a field-based Project Engineer and the primary technical point of contact on the project management team. Mike effectively collaborates with the Project Manager, Superintendent, and design team on daily project administration and document management. Mike brings focus on the finite details with regard to project specifications, and project controls—including budgeting and scheduling—to help deliver projects safely, within budget, and ahead of schedule.

Mike brings over 19 years of experience in heavy civil construction experience, showcasing his expertise in infrastructure construction, project management, and owner/stakeholder relationships management. His extensive background includes various project delivery methods such as design-build, bid-build, CMAR, CM/GC, and best-value. Mike offers clients a strong Owner perspective that ensures project deliverables exceed expectations. Mike's project portfolio includes alternate delivery, DOT, private industry, and local municipality project types; ranging in size from \$8 million to \$120 million.

RELEVANT EXPERIENCE SUMMARY

CDOT: I-25 TO GARDEN OF THE GODS

- This project's scope includes constructing continuous auxiliary lanes in both directions of I-25 between exits 145 and 146, reconstructing and widening the Ellston St. overpass structures, joint repair on the GOTG overpass structures, roadway resurfacing, curve cross slope corrections, drainage and water quality upgrades, ITS infrastructure replacements, and ramp metering modifications. Mike is a Project Manager for this project.

DOTI: SPEER BLVD. PREVENTATIVE MAINTENANCE

- SEMA was responsible for rehabilitating the 30-year-old iconic Speer Blvd. structures that span the Platte River, Little Raven, and Railroad CML lines. The rehabilitation consisted of structural repairs of six bridges, while maintaining traffic along a heavily congested Speer Blvd. The project was ahead of schedule and under budget, enabling DOTI to award additional scope that involved more extensive rehabilitation to the steel structures that was not originally forecasted.

CDOT: I-25 ALAMEDA BRIDGE REPLACEMENT OVER S. PLATTE RIVER

- Mike served as the Project Manager alongside a team of multiple engineers. The project passed through one of the busiest corridors in Denver, facilitated multiple phases of the bridge construction and large traffic switches that shut the entire corridors down over the course of multiple weekends. In doing this, less traffic disruptions occurred and multiple traffic switches were eliminated.

CITY OF FORT COLLINS: LEMAY AVE. REALIGNMENT CM/GC

- Mike served as the Project Manager for this project, assisting with CM/GC packaging and delivery that included the bridge and wall work separately to help facilitate an earlier project delivery. Mike assisted the owners in navigating subcontractor issues and re-established a working relationship with the City.

CITY AND COUNTY OF DENVER: WEST 8TH AVE. BRIDGE REPLACEMENT ON-CALL

- This project included the removal and replacement of a steel girder bridge over the S. Platte River with a 181-day full closure. Between October and April, Mike's team removed and replaced the existing bridge with a 3-span box beam girder bridge. Mike worked with different agencies, like DOTI, Mile High Flood District, and Parks, to facilitate this construction. As project manager, Mike oversaw the entire phasing of the project and generated all the critical deliverable submittals.



RANDY MORENO CHST

SAFETY MANAGER

11 YEARS
OF INDUSTRY EXPERIENCE

11 YEARS
WITH SEMA

EDUCATION

Construction Safety and Health Specialist, Red Rocks Community College

LICENSES, CERTIFICATIONS AND REGISTRATIONS

Board of Certified Safety Professionals (BCSP)

Construction Health and Safety Technician (CHST)

OSHA Occupational Safety and Health Standards for Construction

OSHA Excavation, Trenching and Soil Mechanics

OSHA Train the Trainer - Standards for Construction Industry

RMEC 313 \$0 HAZWOPER

RMEC Train the Trainer - Forklift Operator

Competent Signal & Rigging

Crane Safety in Construction

PROJECT COMMITMENT

Randy is fully committed to the On Call construction projects

ROLE AND RESPONSIBILITIES

Randy's been with SEMA since 2014, the entire length of his career, and has overseen some of the Rocky Mountain District's biggest projects to date. His extensive credentialing, Construction Safety and Health Specialist degree from Red Rocks Community College, and his years of local experience have proven Randy to be an integral force behind the success of each project's safety initiatives.

As Safety Manager, Randy will be responsible for assisting with the development of safety policies and procedures coordinating and delivering occupational safety and health trainings in both English and Spanish. Randy conducts worksite inspections along with processing inspections for safety hazards and implements corrective actions. He will also be responsible for investigating project near misses and accidents, as well as responding to and interacting with regulatory agencies at project locations.

RELEVANT EXPERIENCE SUMMARY

CDOT: I-25 TO GARDEN OF THE GODS

- Work consists of constructing continuous auxiliary lanes in both directions of I-25 between exits 145 and 146, reconstructing and widening the Ellston St. overpass structures, joint repair on the GOTG overpass structures, roadway resurfacing, curve cross slope corrections, drainage and water quality upgrades, ITS infrastructure replacements, and ramp metering modifications. Randy serves as a Safety Manager for this project.

CITY OF COLORADO SPRINGS: CIRCLE DRIVE BRIDGE REPLACEMENTS

- This project includes replacing four aging bridge structures on S. Circle Dr; two over Fountain Creek and two spanning E. Las Vegas St., UPRR/BNSF RR, and Hancock Expressway. Randy serves as a Safety Manager for this project.

EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS: SOUTH ACADEMY BLVD. WIDENING CM/GC

- This project represents the last construction package for the MAMSIP CM/GC Project and involves roadway widening, significant storm drainage upgrades, bridge rehabilitation and widening. The project's limits extend two miles from the I-25 interchange to Milton Proby Parkway. All work will be contracted through El Paso County using contract requirements, specifications, and standards from the County and CDOT. Randy serves as a Safety Manager for this project.

DOTI: 39TH AVE. GREENWAY PARK HILL

- This project added vital drainage infrastructure to the Cole and Clayton neighborhoods while providing a new 12-acre recreational greenway along 39th Ave. between Franklin and Steele Streets. The project included three miles of improved roadways and sidewalks and 2.25 miles of multi-use trails. Randy served as a Safety Manager for this project.

CDOT: I-25 EXPRESS LANES SEGMENTS 5 & 6 CM/GC

- This project's scope includes roadway reconstruction, frontage road resurfacing and reconstruction, construction of CBCs under I-25, 12 bridges—including Great Western RR bridge widening, pedestrian crossing, relocation of a 42" LTWD waterline, and retaining walls. Randy served as a Safety Manager for this project.



Contract Comments

CONTRACT COMMENTS

Written Comments on Sample Agreement after review of the proposed Sample Agreement Contract we have no objection to the terms and conditions of the proposed contract terms and conditions contained in the proposed Sample Agreement (Attachment 5).

Disclosure of Legal and Administrative Proceedings and Financial Condition

SEMA Construction, Inc. Legal Statement

No suits are pending against SEMA's work.

Regarding other suits pending against the Company, SEMA Construction and its subsidiaries have performed over two hundred construction projects in at least eight states over the past five years. The annual volume of that construction for 2025 totaled more than \$350 million.

In the course of that work, SEMA has occasionally been subjected to litigation involving traffic accidents, worker's compensation issues and subcontractors on its projects.

Such litigation is a part of the normal course of business for a construction company such as SEMA, SEMA deals with such litigation in an appropriate manner, and such litigation has never impaired SEMA's ability to obtain bonds or insurance. All such litigation for personal injuries and property damage is covered by SEMA's insurance program. SEMA does not maintain lists of such litigation.

Further information regarding claims and legal issues may be obtained by contacting Mark W. Brooks, Senior Vice President, at (303)627-2600.

Exhibit L

VI. ATTACHMENT 1, PROPOSAL FORMS
Attachment 1, Part 1 Proposal Acknowledgement Letter

City and County of Denver
Denver International Airport

Proposer: SEMA Construction, Inc Date: 7/21/2025

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

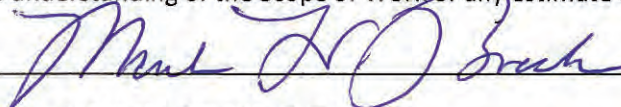
In response to the Request for Proposal (RFP) dated **June 25, 2025**, for **RFP NO. 202579097, On-Call Infrastructure Construction**, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents. After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

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

Addenda Numbers: 1 & 2

The undersigned certifies that they have examined and are fully familiar with the proposal documents and has satisfied themselves with respect to any questions regarding the RFP which could in any way affect the undersigned's understanding of the Scope of Work or any estimate of the cost thereof.

Signature: 

Type/print name: Mark W. Brooks, P.E.

Proposer's Business Address: 7353 S Eagle St Centennial, CO 80112

E-mail address: mbrooks@sema.inc

Exhibit L

Attachment 1, Part 2 Proposal Data Form

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

Proposer Name: SEMA Construction, Inc.

Proposer Address: 7353 S Eagle St Centennial, CO 80112

Phone: 303-627-2600 Fax: 303-627-2626

Email: mbrooks@sema.inc

Federal Identification Number: 84-1163868

Principal in Charge (Name & Title): Mark W. Brooks, P.E., District Vice President

Project Manager for this RFP (Name & Title): Brian Freeland Project Manager

Equal Employment Opportunity Officer: Elver Bernal / Safety Director

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

Holmes Murphy

Parent Company Information
(If Applicable)

Name of Company: N/A

Address: N/A

Phone: N/A Fax: N/A

Contact Person: N/A

Exhibit L

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

State of Incorporation: Colorado

Is this a joint venture?

- YES
- NO

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

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

Please see attached.

Exhibit L

References
(Provide three professional references below)

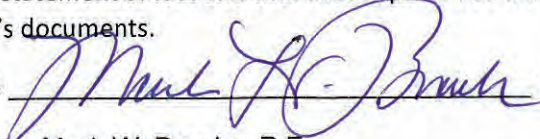
1. Company Name: Colorado Department of Transportation (R2)
 Contact: Randy Johnson
 Project Title: Construction Project Engineer
 Email: randy.l.johnson@state.co.us
 Phone Number: 719-499-4267

2. Company Name: Colorado Department of Transportation(R4)
 Contact: Abra Geissler, P.E.
 Project Title: Project Director of I-25 North: Mead to Johnstown
 Email: abra.geissler@state.co.us
 Phone Number: 303-995-3008

3. Company Name: City of Fort Collins
 Contact: Gunner Hale, P.E.
 Project Title: Civil Engineer
 Email: ghale@fcgov.org
 Phone Number: 970-817-0456

CERTIFICATION

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

Signature  Title District Vice President

Print Name Mark W. Brooks, P.E.

Date 7/21/2025

Exhibit L

Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

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

If no disclosure required in accordance with III-15, please sign affirmation statement.

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

Signature  Title District Vice President

Print Name Mark W. Brooks, P.E.

Date 7/21/2025

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

N/A

Exhibit L

Attachment 1, Part 4 Proposal Declaration

The Proposer is required to submit with its proposal this Proposal Declaration, affirming that neither, I (we), nor, to the best of my (our) knowledge, none of the members of Proposer's (our) company or companies have either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposing in connection with this proposal.

Dated this 21 day of July, 2025.

Proposer Company Name: SEMA Construction, Inc.

Proposer Business Address: 7353 S Eagle Street

City, State, Zip Code: Centennial, CO 80112

Telephone Number: 303-627-2600

Fax Number: 303-627-2626

Social Security or Employer ID No.: 84-1163868



PROPOSER'S SIGNATURE:

Mark W. Brooks

Mark W. Brooks, P.E.
Printed Name

Timothy Ackerman
Secretary's Signature

Timothy Ackerman
Printed Name

Exhibit L

Attachment 1, Part 5 List of Proposed Non-MWBE Subcontractors

Proposer Company Name: SEMA Construction, Inc.
 RFP Name: On-Call Infrastructure Construction
 RFP No.: 202579097

Proposer shall list below the name, business address, work assignment and dollar value of each subcontractor that is not a MWBE subcontractor that will perform work or labor or provide services to the Proposer relating to this Contract in an amount greater than one and one-half percent (1.5%) of the Proposer’s total bid. Only one (1) subcontractor for each portion of the work shall be listed. Any proposed subcontractors to be utilized by the Proposer that are certified as a Small Business Enterprise (SBE) shall also be listed on the “List of Proposed Subcontractors” attached to this RFP.

If the Proposer does not identify a subcontractor to perform portions of the work which could be subcontracted on this form or the List of Proposed MWBE Subcontractors, the Proposer, if it is awarded the Contract, agrees not to subcontract such portions that exceed one and one-half percent (1.5%) of the total bid amount until the Contractor has advised the SVP of DEC in writing of the reasons why the subcontractor was not listed in the proposal submission and complied with the requirements of General Condition 502.

If the Proposer is awarded the Contract and does not enter into a subcontract with a subcontractor listed below or on the List of Proposed MWBE Subcontractors, the Proposer agrees not to subcontract any of the work assignment identified for that subcontractor until the Proposer has advised the SVP of DEC in writing of the reasons why a different subcontractor is being used and has obtained approval.

Subcontractor Information	Work Assignment	Subcontract Dollar Value
Name: <u>Powell Restoration, Inc</u> Address: <u>6395 Brighton Blvd</u> <u>Commerce City, CO 80022</u> Phone: <u>303-289-4647</u>	Landscape and Erosion Control	TBD
Name: <u>Environmental Logistics</u> Address: <u>1101 East 64th Ave.</u> <u>Denver, CO 80229</u> Phone: <u>303-275-0661</u>	Landscape and Erosion Control	TBD
Name: <u>Sturgeon Electric Company</u> Address: <u>4250 Oneida St</u> <u>Denver, CO 80216</u> Phone: <u>303-591-0769</u>	Electrical	TBD
Name: <u>Lighthouse Transportation</u> Address: <u>11861 Bradburn Blvd,</u> <u>Westminster, CO 80031</u> Phone: <u>303-390-0210 x 2</u>	Electrical	TBD

Exhibit L

Name: <u>Green Circle Milling Company</u> Address: <u>2635 Delta Dr</u> <u>Co Springs, CO 80910</u> Phone: <u>303-660-0439</u>	Asphalt Milling	TBD
Name: <u>Western Milling</u> Address: <u>2764 Hwy 50</u> <u>Grand Junction, CO 81503</u> Phone: <u>970-242-3964</u>	Asphalt Milling	TBD
Name: <u>Kolbe Striping, Inc</u> Address: <u>550 Topeka Way</u> <u>Castle Rock, CO 80109-</u> Phone: <u>303-688-9516</u>	Striping	TBD
Name: <u>RoadSafe Traffic Systems</u> Address: <u>7909 S. Chambers Road</u> <u>Englewood, CO 80112</u> Phone: <u>303.298.8407</u>	Striping	TBD
Name: <u>Crystal Peak Design</u> Address: <u>6854 Oak Valley Drive</u> <u>Co Springs, CO 80919</u> Phone: <u>719-593-9112</u>	Public Information	TBD
Name: <u>Villalobos Concrete, Inc</u> Address: <u>5472 Lincoln Street</u> <u>Denver, CO 80216</u> Phone: <u>720-872-2753</u>	Misc Concrete	TBD
Name: <u>Vine Laboratories, Inc.</u> Address: <u>703 Salida Way</u> <u>Aurora, CO 80011</u> Phone: <u>303.662.1166</u>	QC	TBD
Name: <u>Chacon Paving, Inc.</u> Address: <u>1701 E 114th Place</u> <u>Northglenn, CO 80233</u> Phone: <u>303-450-0616</u>	Misc Concrete	TBD
Name: <u>DCG Enterprises, Inc.</u> Address: <u>9945 Titan Park Circle</u> <u>Littleton, CO 80125</u> Phone: <u>303.885.9634</u>	Traffic Control	TBD
Name: <u>GROUND Engineering</u> Address: <u>7393 Dahlia Street,</u> <u>Commerce City, CO 80022</u> Phone: <u>303-289-1989</u>	QC	TBD

This page can be duplicated if additional sheets are required

Exhibit L

VI. ATTACHMENT 1, PROPOSAL FORMS
Attachment 1, Part 1 Proposal Acknowledgement Letter

City and County of Denver
Denver International Airport

Proposer: SEMA Construction, Inc Date: 7/21/2025

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

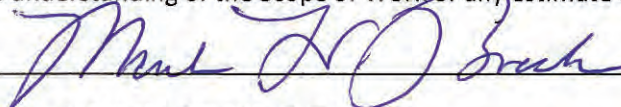
In response to the Request for Proposal (RFP) dated **June 25, 2025**, for **RFP NO. 202579097, On-Call Infrastructure Construction**, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents. After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

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

Addenda Numbers: 1 & 2

The undersigned certifies that they have examined and are fully familiar with the proposal documents and has satisfied themselves with respect to any questions regarding the RFP which could in any way affect the undersigned's understanding of the Scope of Work or any estimate of the cost thereof.

Signature: 

Type/print name: Mark W. Brooks, P.E.

Proposer's Business Address: 7353 S Eagle St Centennial, CO 80112

E-mail address: mbrooks@sema.inc

Exhibit L

Attachment 1, Part 2 Proposal Data Form

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

Proposer Name: SEMA Construction, Inc.

Proposer Address: 7353 S Eagle St Centennial, CO 80112

Phone: 303-627-2600 Fax: 303-627-2626

Email: mbrooks@sema.inc

Federal Identification Number: 84-1163868

Principal in Charge (Name & Title): Mark W. Brooks, P.E., District Vice President

Project Manager for this RFP (Name & Title): Brian Freeland Project Manager

Equal Employment Opportunity Officer: Elver Bernal / Safety Director

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

Holmes Murphy

Parent Company Information
(If Applicable)

Name of Company: N/A

Address: N/A

Phone: N/A Fax: N/A

Contact Person: N/A

Exhibit L

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

State of Incorporation: Colorado

Is this a joint venture?

- YES
- NO

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

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

Please see attached.

Exhibit L

References
(Provide three professional references below)

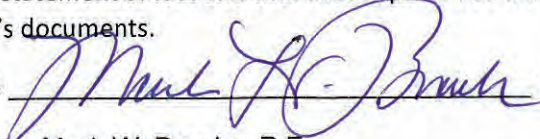
1. Company Name: Colorado Department of Transportation (R2)
 Contact: Randy Johnson
 Project Title: Construction Project Engineer
 Email: randy.l.johnson@state.co.us
 Phone Number: 719-499-4267

2. Company Name: Colorado Department of Transportation(R4)
 Contact: Abra Geissler, P.E.
 Project Title: Project Director of I-25 North: Mead to Johnstown
 Email: abra.geissler@state.co.us
 Phone Number: 303-995-3008

3. Company Name: City of Fort Collins
 Contact: Gunner Hale, P.E.
 Project Title: Civil Engineer
 Email: ghale@fcgov.org
 Phone Number: 970-817-0456

CERTIFICATION

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

Signature  Title District Vice President

Print Name Mark W. Brooks, P.E.

Date 7/21/2025

Exhibit L

Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

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

If no disclosure required in accordance with III-15, please sign affirmation statement.

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

Signature  Title District Vice President

Print Name Mark W. Brooks, P.E.

Date 7/21/2025

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

N/A

Exhibit L

Attachment 1, Part 4 Proposal Declaration

The Proposer is required to submit with its proposal this Proposal Declaration, affirming that neither, I (we), nor, to the best of my (our) knowledge, none of the members of Proposer's (our) company or companies have either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposing in connection with this proposal.

Dated this 21 day of July, 2025.

Proposer Company Name: SEMA Construction, Inc.

Proposer Business Address: 7353 S Eagle Street

City, State, Zip Code: Centennial, CO 80112

Telephone Number: 303-627-2600

Fax Number: 303-627-2626

Social Security or Employer ID No.: 84-1163868



PROPOSER'S SIGNATURE:

Mark W. Brooks

Mark W. Brooks, P.E.
Printed Name

Timothy Ackerman
Secretary's Signature

Timothy Ackerman
Printed Name

Exhibit L

Attachment 1, Part 5 List of Proposed Non-MWBE Subcontractors

Proposer Company Name: SEMA Construction, Inc.
 RFP Name: On-Call Infrastructure Construction
 RFP No.: 202579097

Proposer shall list below the name, business address, work assignment and dollar value of each subcontractor that is not a MWBE subcontractor that will perform work or labor or provide services to the Proposer relating to this Contract in an amount greater than one and one-half percent (1.5%) of the Proposer’s total bid. Only one (1) subcontractor for each portion of the work shall be listed. Any proposed subcontractors to be utilized by the Proposer that are certified as a Small Business Enterprise (SBE) shall also be listed on the “List of Proposed Subcontractors” attached to this RFP.

If the Proposer does not identify a subcontractor to perform portions of the work which could be subcontracted on this form or the List of Proposed MWBE Subcontractors, the Proposer, if it is awarded the Contract, agrees not to subcontract such portions that exceed one and one-half percent (1.5%) of the total bid amount until the Contractor has advised the SVP of DEC in writing of the reasons why the subcontractor was not listed in the proposal submission and complied with the requirements of General Condition 502.

If the Proposer is awarded the Contract and does not enter into a subcontract with a subcontractor listed below or on the List of Proposed MWBE Subcontractors, the Proposer agrees not to subcontract any of the work assignment identified for that subcontractor until the Proposer has advised the SVP of DEC in writing of the reasons why a different subcontractor is being used and has obtained approval.

Subcontractor Information	Work Assignment	Subcontract Dollar Value
Name: <u>Powell Restoration, Inc</u> Address: <u>6395 Brighton Blvd</u> <u>Commerce City, CO 80022</u> Phone: <u>303-289-4647</u>	Landscape and Erosion Control	TBD
Name: <u>Environmental Logistics</u> Address: <u>1101 East 64th Ave.</u> <u>Denver, CO 80229</u> Phone: <u>303-275-0661</u>	Landscape and Erosion Control	TBD
Name: <u>Sturgeon Electric Company</u> Address: <u>4250 Oneida St</u> <u>Denver, CO 80216</u> Phone: <u>303-591-0769</u>	Electrical	TBD
Name: <u>Lighthouse Transportation</u> Address: <u>11861 Bradburn Blvd,</u> <u>Westminster, CO 80031</u> Phone: <u>303-390-0210 x 2</u>	Electrical	TBD

VII. ATTACHMENT 2, DSBO FORMS

DSBO FORMS

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

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



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

This Commitment Form must be completed by all Bidders/Proposers or Contractors/Consultants/Tenants (Prime) to indicate their commitment towards satisfying this project's MWBE participation requirement with City and County of Denver (CCD) certified MWBE firms.

MWBE PARTICIPATION COMMITMENT:

The Bidder/Proposer or Prime is committing to 15 % of the total contract value to MWBE participation. The total contract value is inclusive of value changes made throughout the life of the contract.

GOOD FAITH EFFORT:

If Bidder/Proposer or Prime's abovementioned MWBE participation commitment is less than the MWBE participation requirement percent established by DSBO, the Bidder/Proposer or Prime must submit to DSBO with this Commitment Form a comprehensive statement of their good faith efforts as per the categories outlined in Chapter 28 of the D.R.M.C.

The undersigned Bidder/Proposer or Prime hereby agrees and understands that they must comply with their MWBE commitment on this project in conformity with Chapter 28 D.R.M.C. and the terms of their City contract. Failure to comply is a material breach of said contract, which may result in the imposition of sanctions on the Prime, as deemed appropriate by DSBO.

Bidder/Proposer or Prime (Name of Firm): SEMA Construction, Inc

Firm's Representative: Mark W. Brooks, P.E.

Title: District Vice President

Signature (Firm's Representative):  Date: 7/21/2025

Address: 7353 S Eagle Street

City: <u>Centennial</u>	State: <u>CO</u>	Zip: <u>80112</u>
Phone: <u>303-627-2600</u>	Email: <u>mbrooks@sema.inc</u>	



**Division of Small Business Opportunity (DSBO)
Minority & Women-Owned Business Enterprise (MWBE) Utilization Plan**

This form **must be completed by all submitters** to indicate their commitment towards creating and expanding contract opportunities for City and County of Denver MWBE certified small businesses. To meet the minimum DSBO responsiveness requirements, Submitter shall provide the proposed MWBE Utilization Plan **at the time of submission deadline** to substantiate the Submitter’s specified MWBE participation commitment. Each of the prompts below must be comprehensively and meaningfully addressed. Leaving a section blank or entering “N/A” may deem the submitter nonresponsive. (Maximum 400 words per section).

The approved Utilization Plan may be subject to revisions throughout the life of the contract.

Proposer/Prime Name: SEMA Construction, Inc

Project/Contract Name and Number: 202579097

Exhibit L



<p>Utilization Strategies</p>	<ul style="list-style-type: none"> • Explain the strategies and tactics the Submitter is currently using and plans to implement in the future to enhance the participation of both new and established City and County of Denver MWBE certified small businesses in contracting opportunities. Please provide concrete examples. • Please list the anticipated scopes of work that may utilize MWBE certified businesses. If known, list specific MWBE certified firms that you may consider for certified subcontractor utilization. <p>For reference, please refer to CCD Certified Small Business Database.</p> <p>Small Business Certification and Contract Management System Denver Office of Economic Development</p> <p>Response: SEMA is committed to expanding opportunities and increasing utilization of new and existing MWBE businesses in contracting opportunities. SEMA is committed to satisfying or exceeding the 12% MWBE subcontracting participation on this project through strategic soliciting of City and County of Denver approved MWBE companies once an analysis of subcontracting and supplier opportunities are defined. Once the project is solicited, the assigned coordinator will contact all registered and approved MWBE vendors based on NAICS Codes and provide continued assistance in bid quotation/proposal development if requested by the MWBEs. While there are projects where many work scopes could be self-performed internally by SEMA, we are committed to soliciting bids for all work scopes to ensuring we have MWBE participation. The timeframe for issuance of vendor agreements will generally be within 2 weeks of an executed Contract with the Owner. The estimated value of supplier and subcontracting opportunities for this project will involve the following worksopes:</p> <ul style="list-style-type: none"> • Construction Surveying • Traffic Control/Signing & Striping • Erosion Control/Landscaping • Demolition • Earthwork & Fine Grading • Storm Sewer & Wet Utilities • Dry Utility Relocation Assistance • Electrical & Communications • Asphalt Planing • Asphalt Paving • Concrete Flatwork & Paving
--------------------------------------	---

DSBO Version 1: 3/4/2025

Exhibit L



Standard Procedure for Bid Packages

- Describe Submitter’s procurement process, policies and procedures for soliciting MWBE certified small business participation. Please provide details on the practices already in place and/or anticipated practices that ensure that MWBE certified small businesses are successful in obtaining subcontracts on this project.

Response:

The procurement of supplier and subcontracted services will be based upon factors including responsiveness of the quotation/proposal to project workscope and contractual requirements, competitive pricing, history of satisfying quality and safety metrics within industry standards, schedule and capacity considerations, and compliance with subcontracting goals and limitations. In every fair, ethical, and practical manner, we will aid with the preparation of proposals/quotations to all firms. During the mini bidding process, SEMA will provide enhanced outreach efforts to a wide spectrum of MWBE certified firms based on NAICS Codes, as opposed to a more limited and targeted outreach for Non-MWBE firms with the goal of attracting a higher proportion of MWBE firms as compared to non-MWBE firms and increasing the potential for contracting equity for the MWBE firms. SEMA will also request and evaluate proposals from non-MWBE subcontracting firms to ensure that they are equally responsive to MWBE contracting goals through the use of 2nd tier MWBE vendors. Subcontractors who bid but are not selected will be notified via email and may receive a debrief of selection decision upon request.

Exhibit L



Technical Assistance

- Describe the assistance and/or guidance that Submitter will provide to certified small businesses that may help advance MWBE-certified businesses forward. This could include technical, financial, or support services to the certified small businesses that allows them to have meaningful participation on this or other contracts.

Examples of such may include, but are not limited to, quality control, bonding, insurance assistance, payment advances, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.

Response:

SEMA Construction is fully staffed with Project Managers, Project Engineers, Estimators, and Project Coordinators to assist and guide MWBE businesses in the development of a responsive quotation/proposal and for the successful completion of their respective role in the project. The MWBE Coordinators will identify technical, financial, or other support services available to the MWBE businesses that allows them to have meaningful and profitable participation during construction services. Examples of potential assistance may include estimating and bid development guidance, quality control support services, bonding agent referrals or other mechanisms to overcome bonding limitations, insurance assistance, prompt payment, mentoring programs, partnership ventures, workforce development cooperation, technical engineering support, contractual and compliance guidance, schedule review and feedback, identification of known risks on the project, Identification of long lead materials and other services to ensure the success on existing or emerging MWBE businesses.

Exhibit L



**DSBO Program Requirements Handbook (DSBO Handbook)
Signature Statement**

*****Attention: this Signature Statement form is required to be completed, signed, and submitted to DSBO. It will be incorporated as an exhibit to the Contractor's/Consultant's executed contract with the City.*****

To access the DSBO Handbook, please visit the [DSBO Compliance website](#).

The undersigned firm has read and agrees to comply with the DSBO Ordinance, DSBO Rules and Regulations, and requirements outlined in the DSBO Handbook (collectively, the "DSBO Program Requirements"), should it be awarded the subject project. Additionally, should the undersigned be awarded the project, it will provide timely and accurate submissions of the required compliance documentation to DSBO and will promptly advise DSBO of any changes to their primary point(s) of contact responsible for DSBO reporting. If requested by a certified subcontractor/subconsultant, the Contractor/Consultant will make the DSBO Handbook available to subcontractors/subconsultants regardless of tier.

The Contractor/Consultant shall carry out the aforementioned DSBO Program Requirements in the award and administration of its contracts, inclusive of enforcing DSBO flow down provisions in subcontract/subconsultant agreements at all tiers. Failure by the Contractor/Consultant to comply with or implement these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the City deems appropriate.

Bidder/Proposer or Prime (Name of Firm): SEMA Construction, Inc.

Firm's Representative: Mark W. Brooks, P.E.

Title: District Vice President

Signature (Firm's Representative):

Date: 7/21/2025

Address: 7353 S Eagle Street

City: Centennial

State: CO

Zip: 80112

Phone: 303-627-2600

Email: mbrooks@sema.inc


Exhibit L

Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

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

If no disclosure required in accordance with III-15, please sign affirmation statement.

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

Signature  Title District Vice President

Print Name Mark W. Brooks, P.E.

Date 7/21/2025

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

N/A

Diversity and Inclusiveness* in City Solicitations Information Request Form

Submitted on 21 July 2025, 10:17am
 Receipt number 6781
 Related form version 6

Page 1/2

Business Email Address `estimating.co@sema.inc`

Enter Email Address of City and County of Denver contact person facilitating this solicitation `contract.procurement@flydenver.com`

Please provide the City Agency that is facilitating this solicitation: Denver International Airport

Project Name On-Call Infrastructure Construction

Solicitation No. (If Applicable) #202579097

Name of Your Company SEMA Construction, Inc.

What Industry is Your Business? Construction/Landscape/Maintenance Services

Street Address 7353 S. Eagle St

City Centennial

State CO

ZIP Code 80112

Business Phone Number 303-627-2600

Business Facsimile Number 303-627-2626

Page 2/2

1. How many employees does your company employ? Over 100

1A. How many of your employees are full time? 350

1B. How many of your employees are part time? 0

2. Do you have a Diversity and Inclusiveness Program? Yes

Exhibit L

2.1. Employment and retention?	Yes
2.2. Procurement and supply chain activities? *	No
2.3. Customer Service?	No
3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) *	Yes, please see attached.
4. Does your company regularly communicate its diversity and inclusiveness policies to employees?	Yes
5. How often do you provide training and diversity and inclusiveness principles?	Annually
5.1 What percentage of the total number of employees generally participate?	76 - 100%
6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)	Diversity and Inclusiveness in Supply and Procurement starts during the procurement phase of bidding work. When soliciting quotes, we contact all the local MWBE contractors via email and/or fax with a formal Request for proposal. Minority and Women-Owned businesses are encouraged to reply to our solicitations. We then make our estimating team available to answer questions and clarify our approach to a project. We also make sure we right-size the bid package, so all contractors can have an opportunity at the work.
7. Do you have a diversity and inclusiveness committee?	No
8. Do you have a budget for diversity and inclusiveness efforts?	Yes
9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?	No
10. I attest that the information represented herein is true, correct and complete, to the best of my knowledge.	Check Here if the Above Statement is True.
Name of Person Completing Form	Mark W. Brooks, P.E.
Today's Date	07/21/2025
NOTE: Attach additional sheets or documentation as necessary for a complete response.	Affirmative Action - CO.pdf



REQUEST FOR PROPOSALS

On-Call Infrastructure Construction

RFP No. 202579097

JUNE 25, 2025

REQUEST FOR PROPOSALS (RFP)

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

Contract Administrator (CA): Diane Folken
E-Mail: contract.procurement@flydenver.com

Request for Proposals #202579097

PROPOSALS MUST BE RECEIVED BY: Monday, July 21, 2025, at 2:00 PM Denver Local Time
UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED

Schedule of Activities

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

Event	Date
RFP Advertisement	June 25, 2025
Optional Pre-Proposal Conference	July 1, 2025, at 12:15 PM Denver Local Time
Last Date to Submit Written Questions	July 9, 2025, at 2:00 PM Denver Local Time
Proposal Due Date	July 21, 2025, at 2:00 PM Denver Local Time

Pre-Proposal Conference – OPTIONAL

An optional Pre-Proposal Conference will be held virtually via a Microsoft Teams Meeting at the date and time listed above in the Schedule of Activities. Please click on the following link to access the meeting.

[Pre-Proposal Conference Link](#)

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

RFP Questions

DEN will not answer any telephone inquiries about this RFP. Written questions are due by the deadline for questions listed in the Schedule of Activities above and shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website. **DEN requires all questions to be submitted individually on this site.**

Note: BidNet limits the characters available to input for DEN to respond to each question. For this reason, multiple questions may not be submitted as a single question, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed. A multi-part question containing an initial question, and a follow-up is the exception to this rule. All questions and answers will be posted on the BidNet website as an addendum to the RFP at the link below following the deadline for submittal of questions:

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

Proposal Submittal

The proposal shall be prepared in accordance with the Instructions to Preparation of Proposal as described in Section IV of this RFP. Proposers shall submit their proposal and all required forms via the BidNet website at the link below. Proposals are due by the date and time listed in the Schedule of Activities above.

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

Allow ample time for the electronic submission of your proposal. Following are links to a BidNet Electronic Bid Submission (EBS) guide. DEN strongly encourages Proposers to review this information prior to starting your submission in addition to starting the submission process at least one business day prior to the proposal due date. DEN will not extend the submission deadline due to any technical issues or outages you may experience.

EBS Guide: <http://faq.bidnetdirect.com/electronic-bid-submission/>

Minority and Women-Owned Business Enterprise Participation

Pursuant to Article III of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) the Division of Small Business Opportunity (DSBO) has established the following participation requirement for this project:

15% Minority and Women-Owned Business Enterprise (MWBE)

The participation requirement must be met with certified firms, §§ 28-62, 28-66, D.R.M.C, found in the [Small Business Certification and Contract Management System](#), or through the demonstration of a sufficient good faith effort. §§ 28-60, 28-64, D.R.M.C. The project is subject to additional requirements pursuant to the D.R.M.C.

General Statement of Work

The on-call construction contract is anticipated to address the necessary maintenance and construction of Airside and Landside heavy civil infrastructure at DEN. Work is issued on a Task Order basis, which will detail the specific construction services to be provided at that time. Typically, the work will be performed per the Federal Aviation Administration (FAA) criteria and Colorado Department of Transportation (CDOT) specifications, as applicable. The Scope of Work for this Project includes, but is not limited to: repairs to, or replacement of any infrastructure (excluding buildings) within or pertaining to the airfield and landside areas; and demolition, earthwork and landscape, concrete and asphalt paving, special structures, bridges, pipes, manholes and retaining walls, fencing, drainage, erosion control and utilities, water quality, lighting and signage, traffic signal, pavement marking, spall and joint repair, joint and crack sawing, routing, and sealing, traffic control and haul route flagging/monitoring.

Prequalification Requirements

Each Proposer must be prequalified in category 1A: Heavy Civil at or above the \$10,000,000.00 monetary level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Each Proposer must have submitted a prequalification application a minimum of ten (10) calendar days prior to the response due date. Applications must be submitted via [B2Gnow](#). To view the Rules and information on how to apply, please visit our website at www.denvergov.org/prequalification.

PROPOSAL SUBMITTAL REQUIREMENTS

The following is a checklist for reference when compiling the proposal submission.

The documents listed below are required:

- Proposal Narrative:
 - Complete responses to the Narrative Contents as outlined in Section IV, which includes the required DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)

- Sample Agreement:
 - List of proposed modifications or legal issues regarding the Sample Agreement as outlined in Section III-2

- Proposal Forms - all completed and signed
 - Proposal Acknowledgement Letter – acknowledging **all** addenda
 - Proposal Data Form
 - Disclosure of Legal & Administrative Proceedings & Financial Conditions
 - Proposal Declaration
 - List of Proposed Non-MWBE Subcontractors
 - Certification of Non-Segregated Facilities
 - Equal Opportunity Report Statement
 - Executed Proposal Guarantee Form

- DSBO Forms
 - Commitment to MWBE Participation
 - DSBO Program Requirements Handbook Signature Statement
 - MWBE Utilization Plan Form

- Diversity Survey
 - Diversity and Inclusiveness in City Solicitations (online survey – include the completed survey with your proposal submission)

TABLE OF CONTENTS

On-Call Infrastructure Construction	Page
REQUEST FOR PROPOSALS (RFP)	2
PROPOSAL SUBMITTAL REQUIREMENTS	4
I. CITY, AIRPORT AND PROJECT OVERVIEW	7
II. SCOPE OF WORK	9
III. ADMINISTRATIVE INFORMATION	11
III-1 Issuing Office	11
III-2 Introduction and Acceptance of RFP Terms	11
III-3 Means of Communication.....	11
III-4 Interpretation of Proposal Documents.....	12
III-5 Addenda.....	12
III-6 DEN Website	12
III-7 Withdrawal of Proposal	12
III-8 Rights of DEN	12
III-9 Confidentiality of Records.....	13
III-10 Proposer Agreements	13
III-11 Minority and Women-Owned Business Enterprise (MWBE) Program	13
III-12 Certification of Independent Price and Work Determination	15
III-13 Designation of Subcontractors	16
III-14 Payment	16
III-15 Disclosure of Legal and Administrative Proceedings and Financial Condition	16
III-16 Insurance Requirements	17
III-17 Governmental Immunity.....	17
III-18 Security	18
III-19 Airport Identification (ID) Badge Requirements	19
III-20 Background Checks	20
III-21 Vehicles in the Secured Area	20
III-22 Violations	20
III-23 Diversity and Inclusivity in City Solicitations.....	21
III-24 Wage Ordinances.....	21
III-25 Taxes	21
III-26 Conformed Technical Specifications and Contract Documents.....	22
III-27 Materials and Substitutions.....	22

Exhibit L

III-28 Permit Fees 23

III-29 Construction Scheduling 23

III-30 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion 23

III-31 Bond Requirements 23

III-32 Proposal Guarantee 23

III-33 Payment and Performance Bonds 23

III-34 Project Controls Requirements 24

III-35 Equal Employment Opportunity 24

III-36 Conflicts of Interest..... 24

III-37 Title VI Solicitation Notice..... 25

III-38 Denver Construction Careers Program (DCCP)..... 25

IV. PREPARATION OF PROPOSAL..... 26

 IV-1 Preparation of Proposal - Proposal Forms 26

 IV-2 Preparation of Proposal - Proposal Narrative 26

 IV-3 Proposal Narrative Contents..... 27

V. EVALUATION OF PROPOSALS..... 31

 V-1 Evaluation of Proposals..... 31

 V-2 Past Performance 31

 V-3 Shortlisting and Interviews (If Necessary)..... 31

 V-4 Best and Final Offers 32

 V-5 Evaluation Criteria..... 32

VI. ATTACHMENT 1, PROPOSAL FORMS 33

VII. ATTACHMENT 2, DSBO FORMS..... 41

VIII. ATTACHMENT 3, INSURANCE REQUIREMENTS 42

IX. ATTACHMENT 4, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS 43

X. ATTACHMENT 5, SAMPLE AGREEMENT 44

XI. ATTACHMENT 6, PERFORMANCE AND PAYMENT BOND 45

XII. ATTACHMENT 7, PROPOSAL GUARANTEE 49

XIII. ATTACHMENT 8, PREVAILING WAGES 51

XIV. ATTACHMENT 9, TASK ORDER PROPOSALS AND EXECUTION PROCESS..... 52

XV. ATTACHMENT 10, COMPENSATION MANUAL & GUIDELINES..... 53

XVI. ATTACHMENT 11, CONTRACTOR PERFORMANCE REVIEW PROCESS..... 54

XVII. ATTACHMENT 12, SPECIAL CONDITIONS 55

I. CITY, AIRPORT AND PROJECT OVERVIEW

The values of equity, diversity, inclusivity, accessibility, and sustainability are inherent to the City's strategy to develop and maintain prosperous communities. Accordingly, these values are imbedded into all the City's procurement processes to ensure competitive procurements that offer equitable opportunities for all potential Proposers, including greater contracted and significant participation for historically underutilized businesses to ensure Denver's long-term economic, social, and environmental health. Through equitable procurements, the City is committed to working to remove barriers and increase access to City contracting opportunities for all historically underutilized and small businesses including those owned by veterans and individuals living with disabilities as well as those in economically distressed or redlined neighborhoods. It is a primary value to promote economic equity by engaging a more inclusive community of Proposers and contractors, both as prime and sub-contractors to address socioeconomic disparities. Through this promotion of equity and inclusion (EDI), the City strives to improve opportunities that ensure fair and just access to jobs, housing, education, mobility options, and healthier communities. It is the City's expectation that all successful Proposers demonstrate their commitment to these City values through their procurement responses and post contract and/or lease activities.

Each procurement opportunity is to be approached with ethical and honest behavior. The City will solicit, evaluate, and award contracts based upon the Proposer's alignment with the City's values as it relates to its approach, proven experience, ability to perform work, costs, and pricing. DEN is looking for Proposers that demonstrate a history of equity, diversity, integrity, stewardship, innovation, and humanity. The City is looking for Proposers that have equity, diversity, and inclusion (EDI) embedded in their policies, procedures, practices, initiatives, and exhibit actionable results and ensures that of those that they partner with.

The City's values may be demonstrated through but are not limited to: (a) workforce expansion; (b) utilization of and work with the historically underutilized community, separate from required certified goals; (c) environmental sustainability and (d) EDI and Equal Employment Opportunity (EEO) programs for staff.

DEN plays a unique role as a gateway to the world for the region, our passengers, our communities, and our partners. As such, DEN has a generation of operators, concessionaires, designers, builders, planners, and small businesses that are stronger and more successful because of this work. DEN has also helped build new businesses that have flourished and grown into mature industry leaders. As part of its new Vision 100 plan, DEN intends to expand this legacy by looking to the community that has succeeded in the past at DEN to bring the next generation forward.

In its review of this contract opportunity, DEN believes that the scope of work and firms in the industry lends itself to unique partnership opportunities, and therefore, highly encourages firms that have historically proposed as prime contractors to serve as subcontractors to MWBE firms in their contract with DEN, or to create Joint Ventures with MWBE firms. A focus of this partnership should be for the contracting partners to build a meaningful relationship that is not merely transactional to meet a numerical goal. The objective is to afford the MWBE firm the opportunity to learn from the large contractor, grow its financial capacity, build its generational wealth and its portfolio, and increase its capability to perform new commercially useful functions on future contracts.

Exhibit L

In accordance with procedures described herein, you are hereby invited to submit a proposal for the subject project, which is described in the Scope of Work incorporated herein. The work under this Contract is anticipated to start on or about October 2025 and has a scheduled duration of approximately three (3) years with two (2) 1-year options to extend. The proposal must be prepared and submitted in accordance with the requirements and procedures contained in this RFP document and the City's, including DEN's, ordinances, rules, policies, and procedures. Compliance with these requirements by the Proposer is mandatory and is a condition of responsiveness. Any failure to satisfy these requirements will be a sufficient basis for the City to disqualify the Proposer. The City shall not be liable for any of the Proposer's expenses associated with its preparation of the proposal or DEN's consideration of it. The Proposer, if selected, shall not include any such expenses as part of its fee for performing the Scope of Work.

II. SCOPE OF WORK

The on-call construction contract is anticipated to address necessary maintenance and construction of Airside and Landside heavy civil infrastructure at Denver International Airport (DEN). Work is issued on a Task Order basis, which will detail the specific construction services to be provided at that time. Typically, the work will be performed per the Federal Aviation Administration (FAA) criteria and Colorado Department of Transportation (CDOT) specifications, as applicable.

Certain areas of work (roadways, airfield) may require significant night and off-peak work. Working hours are subject to change and will be based upon the operational needs of DEN. Quantities of work performed may be low production and scattered throughout DEN property.

SERVICES INCLUDE:

1. **Construction and Renovation:** Execute construction and renovation projects as specified in task orders, with a primary focus on adherence to all applicable standards and requirements. This includes quality standards, safety regulations, and project timelines. Your commitment to these standards is crucial in ensuring the successful completion of each project.
2. **Subcontractor Management:** Coordinate subcontractors, suppliers, and vendors involved in project execution, ensuring compliance with contractual obligations and specifications.
3. **Quality Control:** Implement quality control measures to monitor workmanship, materials, and construction processes and ensure the delivery of high-quality outcomes.
4. **Safety Management:** Prioritize safety on construction sites, implement safety protocols, conduct regular safety inspections, and ensure compliance with relevant safety regulations.
5. **Construction Updates and Meetings:** Participate in construction update meetings, provide progress reports, address project-related issues, and collaborate with DEN stakeholders to ensure project success.

TASK ORDERS MAY INCLUDE (BUT ARE NOT LIMITED TO) THE FOLLOWING:

1. **Landside and Airside infrastructure repair, rehabilitation, or improvements:**
 - a. Pavement repair and rehabilitation including panel replacements, spall repairs, joint repair
 - b. Correct drainage and embankment failures
 - c. Erosion, drainage, water quality repairs and improvements
 - d. Signage, striping, traffic control
 - e. Electrical
 - f. Bridge rehabilitation and repairs, deck, curbs, bridge rail, expansion joints
 - g. Pavement preventative maintenance measures
 - h. Roadway widening
 - i. Traffic control
 - j. New or repair of existing retaining walls
 - k. Landscape maintenance
 - l. New roadway/parking lot construction or reconstruction

2. **Pre-construction and Planning Tasks:**
 - a. Evaluation of project requirements and site conditions
 - b. Development of preliminary phasing plans and project schedules

Exhibit L

- c. Procurement of necessary tools, equipment, and materials
- d. Coordination with DEN project team and review of project plans

3. **Project Management and Administration:**

- a. Task management and coordination of field labor
- b. Procurement and management of subcontractors
- c. Testing and commissioning of installed work
- d. Documentation and reporting of project progress

4. **Miscellaneous Tasks:**

- a. Selective demolition of existing infrastructure
- b. Preconstruction work to assess project feasibility
- c. Design validation and review
- d. Site preparation and cleanup

The on-call construction services provided under this contract will support DEN in achieving its infrastructure enhancement goals, ensuring Denver International Airport's continued success and efficiency. Through collaborative efforts and adherence to high standards of construction excellence, the contractor will contribute to DEN's mission of providing a world-class airport experience for passengers and stakeholders.

END OF EXHIBIT

III. ADMINISTRATIVE INFORMATION

III-1 Issuing Office

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

III-2 Introduction and Acceptance of RFP Terms

The Proposer, by submitting its proposal, acknowledges that it understands and will agree to the corresponding Exhibits and the Scope of Work, and that the Proposer shall be able to perform the Scope of Work as required. Acknowledgement of this condition shall be indicated by the signature of the Proposer on the Proposal Acknowledgement Letter, which is attached hereto and incorporated herein as Attachment 1, or an officer of the Proposer legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Proposer of all terms and conditions as set forth herein. The Proposer shall identify clearly and thoroughly any variations between its proposal and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in this RFP.

Proposers shall undertake a detailed review of the Attachment 5, Sample Agreement and submit with their proposal a list of all legal issues or proposed modifications which the Proposer would like DEN to review and address, should they be selected as the apparent best Proposer. The Proposer may submit questions regarding the contract using the same method designated for other questions related to this RFP. Proposers are strongly advised to seek legal counsel for advice regarding the Same Agreement. DEN will not respond to legal questions such as about the interpretation of a provision of the Sample Agreement or provide legal advice regarding the Agreement to proposers. DEN shall assume that the Sample Agreement has been thoroughly reviewed and discussed with legal counsel prior to submission of the Proposal. If the Proposer does not identify any issues or proposed modifications to the Sample Agreement, the City may refuse to consider any proposed revisions received later from the Proposer, if they are selected as apparent best Proposer. The City may consider the Proposer's comments in considering whether to select Proposer as the apparent best Proposer.

Attachment 5 is a sample agreement and, as such is subject to revision or modification by DEN at any time. DEN reserves the right to modify any term or condition of this Agreement, and to add, delete or modify terms and conditions, as DEN's interests may require, prior to execution of a final agreement. **The sample agreement contains provisions required by Federal, State, and/or City law and policy, and these provisions may not be revised or negotiated.**

III-3 Means of Communication

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

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

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

III-4 Interpretation of Proposal Documents

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

III-5 Addenda

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

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

If DEN determines that the addendum may require significant changes to the Scope of Work, the deadline for submitting the proposals may be postponed by the number of days that DEN determines will allow Proposers sufficient time to revise their proposals. Any new submittal deadline date for delivering proposals to DEN shall be included in the addendum.

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

III-6 DEN Website

It shall be conclusively presumed that the Proposer did, before submitting a proposal and prior to the final proposal deadline, read all addenda, posted decisions and other information items relevant to the RFP which appeared on the DEN BidNet Website. Proposer may also contact the DEN Contract Administrator, Diane Folken by email at contract.procurement@flydenver.com to confirm all posted information.

Please visit the DEN BidNet Website at the following link which contains such services and information as: <https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

- A. Advertisements for RFX and IFB opportunities
- B. Status of RFX and IFB opportunities
- C. Addendums including vendor questions and responses
- D. Plan holder's/Document Taker's list
- E. Award information

III-7 Withdrawal of Proposal

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

III-8 Rights of DEN

DEN reserves the rights to cancel or modify this RFP at any time and to reject any or all proposals for any reason or for no reason. This RFP is an open and equitable invitation for proposals, and each proposal constitutes an offer to contract that DEN may consider in its sole and absolute discretion. Any errors or omissions in a proposal may result in the rejection and disqualification of the entire proposal. Errors, omissions, and other acts that may result in proposal rejection and disqualification include, but are not limited to, failure to strictly comply with the RFP requirements or any applicable ordinances, rules, or policies; the submission of any inaccurate or false information; any improper communications or collusion

involving Proposers; default or termination for cause of any public or private contracts within the past five years; delinquent arrearages owed to DEN; and failure to submit proof of licensing or franchise authority and any related exclusivity requirements.

Notwithstanding the broad rights reserved to DEN to reject and disqualify any or all proposals, DEN may waive any immaterial deficiencies in proposals and may allow Proposers to cure any such deficiencies if an opportunity to cure is determined by DEN to be in DEN's best interests. If given an opportunity to cure, Proposers will be notified of the allotted time to correct the identified deficiency; failure to correct the deficiency in the time allotted may result in proposals being deemed non-responsive and disqualified. DEN's waiver of an immaterial deficiency will in no way modify the RFP or excuse Proposers from full compliance with all RFP specifications. DEN may exercise the foregoing rights at any time without notice and without any liability whatsoever to any Proposer or other party. By responding to this RFP, each Proposer is deemed to accept and agree to all of these terms and conditions and to waive any rights to challenge DEN's determinations regarding proposal deficiencies in accordance with this section.

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

III-9 **Confidentiality of Records**

Documents submitted pursuant to this RFP will be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.* Information clearly marked as confidential and proprietary will be kept confidential by City, unless otherwise provided by law. City will attempt to notify the Proposer if a request is made for pages of documents clearly marked as confidential and proprietary so that the Proposer may take any action it deems necessary to defend the request. The Proposer, not the City, shall be the entity responsible for defending against Colorado Open Records Act disclosures for any records claimed by the Proposer to be confidential and proprietary.

III-10 **Proposer Agreements**

Proposers may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the Proposer desires to be considered by the City for inclusion in the contract. Such forms may include Proposer's software licensing agreements, maintenance contracts, and technical support agreements. By accepting delivery of these items, DEN is not bound to accept them as part of an ensuing contract. DEN may negotiate such supplemental terms and conditions that do not materially conflict with the contract terms and conditions detailed in this RFP and do not materially change the nature of this solicitation or adversely affect competition. If the parties cannot agree on the terms of the contract, including any terms desired by Proposer, DEN may terminate negotiations with the Proposer and enter into a contract with another responsive Proposer. ***Certain DEN contract provisions are required by Federal, State and/or City law and policy and are not subject to modification.***

III-11 **Minority and Women-Owned Business Enterprise (MWBE) Program**

MWBE Responsiveness Requirements

The below-listed DSBO proposal requirements are all conditions of responsiveness. Failure to submit a responsive proposal constitutes cause for rejection thereof.

1. Non-Competition

Proposer shall not restrict an MWBE from providing subconsulting or subcontracting quotations to other Proposers. Any Proposer who does so shall cause their proposal to be rejected. §§ 28-59(f), 28-63(f), D.R.M.C.

2. Joint Ventures

If Proposer is participating in a joint venture with a certified MWBE firm, proposer must submit the firm's Joint Venture Agreement to DSBO **at least 10 working days prior to the RFP-response submission**. The Joint Venture must be approved by DSBO.

A Joint Venture is an association of an MWBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital efforts, skills and knowledge, and in which the MWBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

DSBO will count a portion of the total dollar value of the joint venture contract toward the MWBE requirement equal to the distinct, clearly defined portion of the work that the MWBE performs with its own forces in a NAICS code in which the firm is MWBE certified. The joint venture agreement **MUST** specify the services, dollar value, reporting structure, and details of the MWBE's performance requirements associated with their percent of the joint venture ownership.

3. Commitment to MWBE Participation

Proposer shall include with their proposal a completed DSBO form, entitled "Commitment to MWBE Participation," stating their committed MWBE participation percent on this project. The committed participation level will be inserted into any resulting contract and the Contractor/Consultant must comply with that committed participation amount during the term of the contract.

4. Good Faith Effort

If Proposer cannot meet the MWBE requirement established by DSBO or is able to only meet part of the requirement, they shall furnish to DSBO, with their proposal, a comprehensive statement of their good faith efforts to meet the requirement, along with supporting documentation demonstrative thereof. This means that Proposer must show that they took all necessary and reasonable steps to achieve the MWBE requirement which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MWBE participation, even if they were not fully successful.

The statement of good faith efforts should address each of the categories outlined in the DSBO Ordinance, §§ 28-60, 28-64, D.R.M.C., and any additional criteria established by rule or regulation. As part of their good faith efforts, Proposers are encouraged to solicit the support and assistance of DSBO by contacting the procuring agency's Contract Administrator (CA)/Buyer with specific questions; the CA/Buyer will coordinate with DSBO to reply thereto. All good faith efforts information must be complete, accurate, adequately documented, and submitted with the proposal. Good faith efforts must be demonstrated to be substantive and not merely for formalistic compliance with the DSBO Ordinance.

To award a contract to a proposer that has failed to meet the MWBE requirement, DSBO will determine whether Proposer made good faith efforts to actively, effectively, and aggressively seek MWBEs to meet the MWBE requirement prior to proposal submission, which determination shall include consideration of Proposer's MWBE Utilization Plan strategies to meet their MWBE participation commitment. Failure of Proposer to show good faith efforts shall render their proposal ineligible for further consideration with the City.

5. DSBO Program Requirements Handbook (DSBO Handbook) – Signature Statement

Proposer must submit the completed and signed Signature Statement of the DSBO Program Requirements Handbook with their proposal documents to be found responsive. The signed Signature

Statement evidences proposer's review and agreement to comply with the requirements outlined in the DSBO Handbook.

6. MWBE Utilization Plan

Proposer shall include with their proposal a completed DSBO form, entitled "MWBE Utilization Plan," stating their strategy for meeting the MWBE requirements, including certified small business utilization and expectations for their lower tiered MWBE-certified firms. To meet the MWBE Utilization Plan minimum responsiveness requirements, Proposer must meaningfully address each of the form's sections; any section that is blank or has "N/A" as a response may deem the proposer non-responsive. Contract execution will be conditioned upon a DSBO-approved MWBE Utilization Plan, unless DSBO has determined that Proposer made a 0%-participation good faith effort.

Exception: if Proposer is submitting documentation of a good faith effort that states that they can only meet 0% of the MWBE requirement, they are exempt from this responsiveness requirement and need not submit a completed MWBE Utilization Plan form.

7. Authority

The DSBO Ordinance and rules and regulations promulgated pursuant thereto apply to this project and are incorporated into these solicitation documents by reference. Compliance with those, and any additional requirement contained herein, are conditions of responsiveness. The DSBO Ordinance, its accompanying rules and regulations, and additional MWBE guidance are available here: <https://www.denvergov.org/dsbo>. Proposer is encouraged to contact the procuring agency with specific questions related to compliance therewith, who will coordinate with DSBO to reply to Proposer's questions.

III-12 Certification of Independent Price and Work Determination

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

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

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

4. They are the person in the Proposer's organization responsible for the decision as to the prices being offered herein and that they have not participated, and will not participate, in any action contrary to subsection (a) through (c) above; or
5. They are not the person in the Proposer's organization responsible for the decision as to the prices being offered herein but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subsections (a) through (c), above, and as their agent does

hereby so certify; and they have not participated, and will not participate, in any action contrary to subsections (a) through (c), above.

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

III-13 Designation of Subcontractors

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

Proposers who submit a proposal in response to this RFP are precluded from participation as a subcontractor with any other Proposers who submit a proposal for this RFP. However, subcontractors may be named on more than one (1) proposal. Subcontractors who are named in more than one proposal are prohibited from sharing information about one Proposer with another Proposer or utilizing such information to assist in the preparation of another proposal.

III-14 Payment

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

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

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

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

Exhibit L

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

III-16 Insurance Requirements

Proposer shall adhere to all insurance requirements stated in Attachment 3, which are attached hereto and incorporated herein by reference. ACORD FORM (or equivalent) must be emailed in pdf format to: DEN.COI@flydenver.com.

III-17 Governmental Immunity

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

III-18 Security

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

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

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

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

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

The Authorized Signatory is responsible for entering and verifying all information into the DEN online security system. All applications must be submitted electronically one day before visiting the badging office. It is the Authorized Signatory's responsibility to ensure that Airport Security maintains valid contact information. The Authorized Signatory must maintain a current and valid Airport Identification Badge (ID Badge).

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

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

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

III-19 Airport Identification (ID) Badge Requirements

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

The individual must complete an online application with their Authorized Signatory in DEN's security system. Two (2) valid forms of identification must be presented at the badging office, one of which must be a government-issued photo identification. The second form of identification must verify proof of citizenship (i.e., birth certificate or legal residency with work authorization). All information regarding the individual's name, age, gender and other vital statistics on both forms of identification must be consistent and verifiable.

A DEN online application, Security Threat Assessment (STA) and Criminal History Record Check (CHRC) must be completed for everyone requesting an Airport ID Badge. The online application must be submitted electronically one day before visiting the badging office. Allow adequate time for processing of the STA and CHRC.

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

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

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

A lost or stolen Airport ID Badge must be immediately reported to Airport Security. For a replacement Airport ID Badge, a new DEN online application must be completed and submitted electronically by the Company's Authorized Signatory. A non-refundable fee must be paid for a replacement Airport ID Badge.

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

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

An employee possessing a valid Airport ID Badge may escort other individuals into the Secured Area(s) under the conditions listed in the DEN Rules and Regulations Part 20. If the project is extended, DEN's Project Manager must submit a new Sponsorship Form with a new expiration date. This can be

accomplished thirty (30) calendar days prior to expiration of the Airport ID Badge. An application revision must be completed for each employee still required on the project if the badges have expired.

III-20 Background Checks

Every individual requesting an Airport ID Badge must complete a CHRC and a STA for unescorted access to the Sterile and Secured Area(s).

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

III-21 Vehicles in the Secured Area

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

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

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

III-22 Violations

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

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

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

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

III-23 Diversity and Inclusivity in City Solicitations

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

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

For DEN to consider a proposal, Proposers must complete the electronic version of the Diversity and Inclusiveness in City Solicitations Form – then **save an electronic copy of the completed form and include the electronic copy as part of its proposal. A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive.** The form is found at:

<https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6>

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

III-24 Wage Ordinances

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

III-25 Taxes

1. **General:** Proposers shall refer to the General Conditions, G.C. 323 regarding taxes to which Proposer 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.
 - a. **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 at DEN 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.
2. **Exemption Certificates – Sales and Use Tax:** Contractor and Contractor’s subcontractors are responsible for applying to apply to the Colorado Department of Revenue (CDOR) for a certificate

or certificates of exemption, indicating that their purchase of construction or building materials is for a public project, and to deliver to the City copies of such applications as soon as possible after approval by the CDOR. Proposers shall not include in their proposal amounts the State, RTD and Cultural Facilities District Sales and Use Taxes.

3. Denver Occupational Privilege Tax: Any employee working for a Contractor or a subcontractor who earns over Five Hundred Dollars (\$500.00) 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.

III-26 Conformed Technical Specifications and Contract Documents

If applicable, and when Technical Specifications are included and/or referenced herein, Proposer understands that the Technical Specifications and Contract Drawings included in this RFP have been conformed by the City. The conformed Technical Specifications and Contract Drawings were prepared by posting or otherwise incorporating the changes noted in any addendum(s) into the Technical Specifications and Contract Drawings to form a single set of construction documents.

III-27 Materials and Substitutions

It is often convenient and practical to specify materials and equipment to be incorporated into the Work by a proprietary name or by the name of its manufacturer. When so specified and further qualified by the phrases "or equal" or "or equivalent," it shall be understood that such specification is not intended to limit the material and equipment selection process. Rather, the specification is intended to indicate a standard of quality and capability which will be accepted. However, all Proposers desiring to use materials other than the specified materials must obtain the written approval of the Project Manager.

Proposers requesting substitutions will submit a Request for 'or Equal' Approval Form contained herein. All requests for approval of equal or equivalent material shall contain adequate technical data to clearly demonstrate equivalency. Requests containing inadequate or incomplete information will not be reviewed.

Any such Request for 'or Equal' Approval Form must be submitted via email to contract.procurement@flydenver.com, must include in the email Subject line: "Request for Substitution" and the RFP name, and the email must be received no later than ten (10) calendar days before the posted deadline for RFP Proposals. All approvals of equal or equivalent materials will be posted to the Contract Procurement website as addendum(s) to ensure full and complete disclosure to all potential Proposers. All requests for approval of equal or equivalent material shall contain adequate technical data to clearly demonstrate equivalency. Incomplete Proposals will not be reviewed.

If the Proposer is awarded the Contract and elects to use an 'or equal' that has been added by addendum(s), the Proposer shall be deemed to have warranted that:

1. The use of the 'or equal' fulfills the specification requirements contained in this RFP.
2. The installation of the 'or equal' will not impact the spatial requirements for the Work or the scheduling of work performed by the City or other contractors.

Additionally, the Proposer agrees that it shall modify any building system(s) (i.e., HVAC, structural, electrical) impacted by the use of an 'or equal' at no cost to the City or any other contractors under contract with the City and shall make no claims for delay or disruption arising out of such 'or equal' modification.

III-28 Permit Fees

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

III-29 Construction Scheduling

The Proposer shall refer to the General Conditions, Special Conditions and Division 013210 of the Technical Specifications for scheduling requirements for this Contract.

III-30 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

III-31 Bond Requirements

As specified in II-33 and II-34, Proposer is required to provide a Bid Guarantee or Bond, and, if the Contractor is awarded the contract, Payment and Performance Bonds. The City will accept these bonds electronically, including electronic and verifiable signatures and seal from the surety and contractor, or as paper copies with wet signatures. The surety must be authorized to do business in Colorado as a surety and must be on the list of approved sureties of the United States Department of Treasury, Bureau of Fiscal Service.

III-32 Proposal Guarantee

As a guarantee of good faith on the part of the Proposer, each RFP must be accompanied by a proposal guarantee consisting of either a certified or cashier's check made payable without condition to the order of the City and County of Denver or a proposal bond written by an approved corporation surety in favor of the City and County of Denver. If the Proposer's RFP submission is responsive and Proposer is awarded a Contract but fails to either (1) execute a Contract in the form prescribed, (2) furnish the Payment and Performance Bonds described in Title 15 of the General Conditions, (3) furnish the required evidence of insurance described in Title 16 of the General Conditions or in the Special Conditions, or (4) satisfy any other condition precedent to Contract execution within its power within five (5) working days after such notice is made by the City, said proposal guarantee shall be forfeited to the City as liquidated damages and not as a penalty. The proposal guarantee shall be in the amount of five percent (5%) of the Maximum Contract Liability Amount.

A Proposal Guarantee form for execution by the Proposer is supplied with each set of contract documents. IF A PROPOSAL GUARANTEE IS USED, IT MUST BE THE FORM OF PROPOSAL GUARANTEE SUPPLIED WITH THE CONTRACT DOCUMENTS.

Once the awarded Proposer executes a Contract and delivers to the City satisfactory Performance & Payment Bonds and the required insurance documentation and, if applicable, City Council approval of the Contract, the proposal guarantees of non-awarded Proposers will be returned.

III-33 Payment and Performance Bonds

The awarded Contractor will be required to submit Payment and Performance Bonds which guarantees it will fulfill its contractual obligations under this project and guarantees it will pay its subcontractors, material suppliers and/or laborers for any work and materials provided. The amount of the Bonds will be 100% of the Maximum Task Order Amount. Should the awarded Contractor default on its obligations and

Exhibit L

fails to complete the project, a claims process may be initiated. If Contractor is found to be in breach of the Contract, it must compensate the City up to the full amount of the Bonds. DEN will accept Payment and Performance Bonds electronically, with electronic signatures that conform to City requirements, or as paper copies with wet signatures to the following address:

Denver International Airport AOB

ATTN: DeAnne Barker

8500 Peña Blvd., Room 8810

Denver, CO 80249-6340

Please reference 'RFP-202579097, ON-CALL INFRASTRUCTURE' on the envelope

III-34 Project Controls Requirements

Proposer will be required to use the designated Project Management Information System (PMIS) as set forth in the Technical Specifications. The PMIS is Design, Engineering and Construction's (DEC's) tool for project and information management, data analysis and document control. DEN will be responsible for providing the licensing and training for PMIS.

III-35 Equal Employment Opportunity

1. D.R.M.C. Article III, Division 2 of Chapter 28 applies to this project. 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 No. 11246 as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60-4.
2. After the Notice to Apparent Lowest Proposer has been issued, the Apparent Low Proposer shall submit the following to DSBO:
 - a. A statement that the Proposer shall implement the affirmative action steps set forth in the Rules and Regulations and Bid 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 Proposals are required before DSBO will approve the Notice to Proceed.
3. The Proposer who 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 Bid 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.

III-36 Conflicts of Interest

An organizational conflict of interest occurs when, because of the relationship between two organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

If the Proposer currently has existing contracts with the City for work at DEN, including any contracts held by Proposer's parent, affiliates, or subsidiary corporations, this could pose a conflict of interest and could place your Bid in jeopardy of being rejected for conflict of interest. If the Proposer believes a conflict of interest may exist but can be mitigated, please describe the steps it proposes that it will take to mitigate the conflict.

If the City identifies a conflict of interest that is not identified by the Proposer in its response, the City may find the Proposer to be non-responsive. If the City identifies a conflict during the course of the Contract and the Proposer failed to disclose such conflict, the City may terminate the contract for cause or convenience at the discretion of the City.

III-37 Title VI Solicitation Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

III-38 Denver Construction Careers Program (DCCP)

If applicable, DCCP will evaluate each task order \$10M and above individually.

END OF ADMINISTRATIVE INFORMATION

IV. PREPARATION OF PROPOSAL**IV-1 Preparation of Proposal - Proposal Forms**

The proposal shall be submitted in accordance with and meet all requirements set forth in the Proposal Forms, which are attached hereto. The Proposer shall fill in all blank spaces in the applicable Proposal Forms and initial all interlineations, alterations or erasures in its proposal. The Proposer shall not delete, modify or supplement the printed matter on the forms which are included in "Attachment 1, Proposal Forms" or make substitutions thereon. The Proposer's completed Proposal Forms and Proposal Narrative shall constitute its proposal. It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions and other information items relevant to the RFP that appeared on the DEN BidNet Website.

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

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

IV-2 Preparation of Proposal - Proposal Narrative**1. GENERAL**

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

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

2. FORMAT

Proposals shall meet the following formatting requirements:

- Proposals shall be printable on 8 ½" x 11" paper
- Proposals shall use the font type and size of Times New Roman 12 point.
- **Proposals shall be in a format and in the order the Narrative Content is listed below.**
- Proposals shall include a table of contents.
- Proposals shall include tabbed or bookmarked sections as appropriate.
- **The proposal narrative shall not exceed 25 pages.** This page limit does not include the cover letter, DEN EDI Plan, table of contents, resumes, additional pages (which must be separate file) with comments or proposed changes to the Sample Agreement, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs, or DEN-required forms.

- Resumes shall be limited to one (1) page per individual and shall follow the end of your proposal.
- Proposals which contain unnecessarily elaborate artwork are discouraged.
- Proposal shall be submitted as an electronic document in an unsecured/non-password protected Adobe Acrobat (.pdf) format.

IV-3 Proposal Narrative Contents

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

Narrative Contents
1. Cost Effectiveness
2. DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)
3. Understanding the Project
4. Proposed Work Plan and Approach
5. Key Personnel and Ability to Respond
6. Company Experience and Qualifications

Cover Letter

The Proposer shall prepare a cover letter, not exceeding two (2) pages in length, which summarizes the key points in the proposal. It shall include the full name of the company or joint venture members and all proposed subconsultants. If the Proposer is made up of more than one (1) company, the legal relationship between those companies must be described. The cover letter must include a statement committing the availability of the key personnel identified in Section 5, below, to perform the work for the duration of the Contract term. The letter must be signed by a person who is authorized to sign a contract with DEN. This signatory shall be the same person identified in in Attachment 1, Part 1 Proposal Acknowledgement Letter, as the authorized representative.

If the Proposer believes any information, data, process or other material in its proposal should be considered by DEN to be confidential or proprietary, the Proposer shall identify that material with specificity as to the page and paragraph and on what basis it believes the material is proprietary or confidential. Proposals with all materials marked “Confidential” will be treated as if none of the materials are confidential.

1. Cost Effectiveness

Quality Control and Error Minimization:

- a. Explain your approach to quality control.
- b. What strategies will you use to minimize errors or re-work that could increase project costs?
- c. How will subcontractors adhere to your philosophy?

Cost Control:

- a. Given your experience and expertise within the industry, how have you applied this knowledge to controlling costs?
- b. Prepare a description of proposer’s methods to optimize project expenses. Include a description of plans to ensure that non-local staff are being strategically deployed where they add maximum value to the project.
- c. Describe how proposer plans to maximize productivity of their staff working on the project.
- d. Describe proposer’s method for anticipating and minimizing costly changes throughout the project.

Subcontractor Optimization:

- a. Discuss how proposer will incorporate subcontractors on their team to perform portions of the work to meet the DSBO goals.
- b. Describe methods used to reduce staff redundancy and overhead in subcontractor management while maintaining an effective project team.

Competitive Edge:

- a. Based on this project, where do you think there are opportunities for savings from your firm?
- b. What elevates your proposal in terms of value?
- c. Describe the competitive edge your proposal provides to DEN from a cost savings perspective.
- d. Please describe any processes unique to your company or team that adds value to your proposal, as well as any technology which you employ (proprietary or otherwise) which you use to mitigate costs for your clients.

2. DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)

The City is committed to advancing its vision of business equity, diversity, inclusion, and sustainability through growing the capacity of our historically underutilized businesses which shall include businesses and those owned by various ethnicities, genders, veterans, LGBTQ+, and individuals living with disabilities, as well as those in economically distressed or redlined neighborhoods. As previously stated in the City's Values Statement, the City will provide significant contracting opportunities among these historically underutilized businesses and ensure they benefit from the contract. Aligning with the City's intention to contract with historically underutilized businesses, this contract's historically underutilized business engagement initiatives are intended as a part of the City's values and commitment to ensure historically underutilized businesses are actively and impactfully participating throughout the life of the Project. The City believes that the utilization of these historically underutilized businesses is a best value in the procurement of its contracts, and the award of proposals of this Project will be determined, in part, on the Proposer's commitment to the growth and sustainability of historically underutilized businesses. As specified in the City's values, it is the City's expectation that the Proposer exemplify its alignment to that of the City's values and EDI as part of their business culture and practice.

The Proposer shall describe what they have done to engage with historically underutilized businesses in their ongoing operations. The engagement should be an innovative, comprehensive, open, and transparent approach that makes a significant impact through the promotion of equity, diversity, and inclusion to improve opportunities that ensure fair and just access to jobs, housing, education, mobility options, and healthier communities. This engagement may include, but is not limited to, utilization of historically underutilized businesses, mentor/protégé programs, prompt payment, workforce expansion, joint ventures, technical assistance, access to capital platforms and community outreach.

Proposer's response in the form of a plan should include, but is not limited to:

- A. **Equity, Diversity and Inclusion Strategies.** Describe the strategies and tactics Proposer will use to increase the participation of new and existing historically underutilized businesses in contracting opportunities, and the degree to which these and other strategies drive or play a role in upholding a culture of equity, diversity, and inclusion in the Proposer's organization.
- B. **Technical Assistance & Support Services.** Describe the assistance and/or guidance that Proposer is and will provide to small businesses that helps move this next generation of historically underutilized businesses forward. This assistance and/or guidance could include technical, financial, or support services to the historically underutilized businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners. Describe the community resource organizations that Proposer is and will

Exhibit L

partner with and/or sponsor to provide assistance and/or guidance to historically underutilized businesses. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms etc.

- C. Procurement Process. Describe Proposer's procurement process (including policies and procedures) and provide details on the principles used throughout the process to remove barriers in an effort to promote equity, diversity, and inclusion and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.
- D. Communication and Proposer Management. Describe the communication strategies and assistance Proposer is and will use with historically underutilized businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, and dispute resolution.
- E. Past Performance. Provide examples where the Proposer has been successful in promoting equity, diversity, and inclusion both internally and externally. Describe practices of Proposer's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe how the Proposer has promoted these values to both historically underutilized businesses and communities that they serve.

Describe times when Proposer has been successful in promoting the participation of historically underutilized businesses and/or any assistance provided to the historically underutilized businesses that promoted their overall growth and success. Examples of such promotion may include, but are not limited to, bonding and insurance assistance, mentor-protégé programs, prompt payment, workforce expansion, innovative and successful partnering with historically underutilized businesses (i.e., joint venture, performing as a subcontractor to a historically underutilized business, etc.) technical assistance, access to capital platforms, innovative teaming strategies between historically underutilized businesses and Proposer (i.e. DSBO approved joint ventures or historically underutilized businesses performing as prime), and community outreach.

- F. Proposer's Culture. Describe how EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3) expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.
- G. Future Initiatives. Provide a roadmap of the work Proposer intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally. Describe practices Proposer intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe any plans Proposer has made to promote these values to both businesses and communities that they serve.

3. Understanding the Project

Describe the following:

- a. Understanding of the Scope of Work
- b. Complexity, challenges, and problems involved in planning and performing scope of work

- c. Approaches, philosophy, and experience dealing with challenges related to the Scope of Work.

4. Proposed Work Plan and Approach

Describe the Proposer's project management and organizational approach, including:

- a. Proposed effort for completing the work on schedule
- b. Methods used to coordinate work with other entities whose work interfaces with work performed by the Proposer.

Describe the Proposer's existing project management control methods and progress reporting systems.

Note: Any deliverables from the Proposer must be in a format compatible with DEN's systems.

5. Key Personnel and Ability to Respond

Describe the Proposer's ability to perform the Scope of Work and to coordinate its efforts with DEN and its other consultants.

- a. List office addresses and total number of professional/support employees for the Proposer and each subconsultant
- b. Proposers shall identify the location where work on this project would be performed.

Provide an organizational chart which identifies the Proposer's key personnel and applicable subcontractors who would perform work under the Contract.

Describe the qualifications of each subcontractor planned to perform work.

- a. Describe the type of work which will be assigned to each subcontractor.

Submit detailed one-page resumes for the proposed key staff personnel including key personnel of subcontractors that are identified within Exhibit B. **Note: Resumes do not count towards total page count.*

- a. Resumes must include a description of their qualifications/experience and their position and length of employment with the Proposer or subcontractor.

6. Company Experience and Qualifications

Describe your experience providing the services detailed in the Scope of Work:

- a. Include information on previous projects where these services have been provided.
- b. Discuss methodology, challenges that typically arise, lessons learned, the expected level of assistance required from the client to accomplish each specified task.

At a minimum, the following information shall be included as appropriate to the Scope of Work:

- Project name
- Project description
- Contract Value
- Scope of Work
- Location
- Owner name, address, current contact person, and telephone number
- List any subconsultants and percentage of work performed
- Gross fees
- Outcome/result

END OF PREPARATION OF PROPOSAL

V. EVALUATION OF PROPOSALS**V-1 Evaluation of Proposals**

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

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

V-2 Past Performance

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

V-3 Shortlisting and Interviews (If Necessary)

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

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

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

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

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

All invited Proposers may be asked to prepare a presentation, lasting no longer than thirty (30) minutes, explaining the company's strong points in each area of the evaluation criteria. The presentation will be incorporated into the time allotted for the interview; no additional time will be provided.

Exhibit L

The presentation must be in a PC compatible format utilizing standard MS Office Suite including PowerPoint. Proposers may use a PowerPoint presentation in their interview.

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

V-4 Best and Final Offers

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

V-5 Evaluation Criteria

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

Evaluation Criteria		Weights
1.	Cost Effectiveness	25/100 points
2.	DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)	15/100 points
3.	Understanding the Project	10/100 points
4.	Proposed Work Plan and Approach	20/100 points
5.	Key Personnel and Ability to Respond	15/100 points
6.	Company Experience and Qualifications	15/100 points

END OF EVALUATION OF PROPOSALS

VI. ATTACHMENT 1, PROPOSAL FORMS
Attachment 1, Part 1 Proposal Acknowledgement Letter

City and County of Denver
Denver International Airport

Proposer: _____ Date: _____

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

In response to the Request for Proposal (RFP) dated **June 25, 2025**, for **RFP NO. 202579097, On-Call Infrastructure Construction**, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents. After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

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

Addenda Numbers: _____

The undersigned certifies that they have examined and are fully familiar with the proposal documents and has satisfied themselves with respect to any questions regarding the RFP which could in any way affect the undersigned's understanding of the Scope of Work or any estimate of the cost thereof.

Signature: _____

Type/print name: _____

Proposer's Business Address: _____

E-mail address: _____

Attachment 1, Part 2 Proposal Data Form

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

Proposer Name: _____

Proposer Address: _____

Phone: _____ Fax: _____

Email: _____

Federal Identification Number: _____

Principal in Charge (Name & Title): _____

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

Equal Employment Opportunity Officer: _____

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

**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

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

- Subsidiary
- Parent Company

State of Incorporation: _____

Is this a joint venture?

- YES
- NO

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

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

References
(Provide three professional references below)

1. Company Name: _____
 Contact: _____
 Project Title: _____
 Email: _____
 Phone Number: _____

2. Company Name: _____
 Contact: _____
 Project Title: _____
 Email: _____
 Phone Number: _____

3. Company Name: _____
 Contact: _____
 Project Title: _____
 Email: _____
 Phone Number: _____

CERTIFICATION

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

Signature _____ Title _____

Print Name _____

Date _____

Exhibit L

Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

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

If no disclosure required in accordance with III-15, please sign affirmation statement.

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

Signature _____ Title _____

Print Name _____

Date _____

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

Attachment 1, Part 4 Proposal Declaration

The Proposer is required to submit with its proposal this Proposal Declaration, affirming that neither, I (we), nor, to the best of my (our) knowledge, none of the members of Proposer's (our) company or companies have either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposing in connection with this proposal.

Dated this _____ day of _____, 20 ____.

Proposer Company Name: _____

Proposer Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Fax Number: _____

Social Security or Employer ID No.: _____

PROPOSER'S SIGNATURE:

ATTEST:

(Corporate Seal Here)

Printed Name

Secretary's Signature

Printed Name

Attachment 1, Part 5 List of Proposed Non-MWBE Subcontractors

Proposer Company Name: _____

RFP Name: On-Call Infrastructure Construction

RFP No.: 202579097

Proposer shall list below the name, business address, work assignment and dollar value of each subcontractor that is **not** a MWBE subcontractor that will perform work or labor or provide services to the Proposer relating to this Contract in an amount greater than one and one-half percent (1.5%) of the Proposer’s total bid. Only one (1) subcontractor for each portion of the work shall be listed. Any proposed subcontractors to be utilized by the Proposer that are certified as a Small Business Enterprise (SBE) shall also be listed on the “List of Proposed Subcontractors” attached to this RFP.

If the Proposer does not identify a subcontractor to perform portions of the work which could be subcontracted on this form or the List of Proposed MWBE Subcontractors, the Proposer, if it is awarded the Contract, agrees not to subcontract such portions that exceed one and one-half percent (1.5%) of the total bid amount until the Contractor has advised the SVP of DEC in writing of the reasons why the subcontractor was not listed in the proposal submission and complied with the requirements of General Condition 502.

If the Proposer is awarded the Contract and does not enter into a subcontract with a subcontractor listed below or on the List of Proposed MWBE Subcontractors, the Proposer agrees not to subcontract any of the work assignment identified for that subcontractor until the Proposer has advised the SVP of DEC in writing of the reasons why a different subcontractor is being used and has obtained approval.

Subcontractor Information	Work Assignment	Subcontract Dollar Value
Name: _____ Address: _____ Phone: _____		
Name: _____ Address: _____ Phone: _____		
Name: _____ Address: _____ Phone: _____		
Name: _____ Address: _____ Phone: _____		

Exhibit L

Attachment, Part 5 List of Proposed Non-MWBE Subcontractors

Name: _____ Address: _____ Phone: _____		
Name: _____ Address: _____ Phone: _____		
Name: _____ Address: _____ Phone: _____		
Name: _____ Address: _____ Phone: _____		
Name: _____ Address: _____ Phone: _____		
Name: _____ Address: _____ Phone: _____		
Name: _____ Address: _____ Phone: _____		
Name: _____ Address: _____ Phone: _____		
Name: _____ Address: _____ Phone: _____		
Name: _____ Address: _____ Phone: _____		
Name: _____ Address: _____ Phone: _____		
Name: _____ Address: _____ Phone: _____		

This page can be duplicated if additional sheets are required

VII. ATTACHMENT 2, DSBO FORMS

DSBO FORMS

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

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



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

This Commitment Form must be completed by all Bidders/Proposers or Contractors/Consultants/Tenants (Prime) to indicate their commitment towards satisfying this project’s MWBE participation requirement with City and County of Denver (CCD) certified MWBE firms.

MWBE PARTICIPATION COMMITMENT:

The Bidder/Proposer or Prime is committing to _____% of the total contract value to MWBE participation. The total contract value is inclusive of value changes made throughout the life of the contract.

GOOD FAITH EFFORT:

If Bidder/Proposer or Prime’s abovementioned MWBE participation commitment is less than the MWBE participation requirement percent established by DSBO, the Bidder/Proposer or Prime must submit to DSBO with this Commitment Form a comprehensive statement of their good faith efforts as per the categories outlined in Chapter 28 of the D.R.M.C.

The undersigned Bidder/Proposer or Prime hereby agrees and understands that they must comply with their MWBE commitment on this project in conformity with Chapter 28 D.R.M.C. and the terms of their City contract. Failure to comply is a material breach of said contract, which may result in the imposition of sanctions on the Prime, as deemed appropriate by DSBO.

Bidder/Proposer or Prime (Name of Firm):

Firm’s Representative:

Title:

Signature (Firm’s Representative):

Date:

Address:

City:

State:

Zip:

Phone:

Email:



**Division of Small Business Opportunity (DSBO)
Minority & Women-Owned Business Enterprise (MWBE) Utilization Plan**

This form **must be completed by all submitters** to indicate their commitment towards creating and expanding contract opportunities for City and County of Denver MWBE certified small businesses. To meet the minimum DSBO responsiveness requirements, Submitter shall provide the proposed MWBE Utilization Plan **at the time of submission deadline** to substantiate the Submitter’s specified MWBE participation commitment. Each of the prompts below must be comprehensively and meaningfully addressed. Leaving a section blank or entering “N/A” may deem the submitter nonresponsive. (Maximum 400 words per section).

The approved Utilization Plan may be subject to revisions throughout the life of the contract.

Proposer/Prime Name:

Project/Contract Name and Number:



Utilization Strategies

- Explain the strategies and tactics the Submitter is currently using and plans to implement in the future to enhance the participation of both new and established City and County of Denver MWBE certified small businesses in contracting opportunities. **Please provide concrete examples.**
- Please list the anticipated scopes of work that may utilize MWBE certified businesses. If known, list specific MWBE certified firms that you may consider for certified subcontractor utilization.

For reference, please refer to CCD Certified Small Business Database.

[Small Business Certification and Contract Management System | Denver Office of Economic Development](#)

Response:



**Standard Procedure
for Bid Packages**

- Describe Submitter’s procurement process, policies and procedures for soliciting MWBE certified small business participation. Please provide details on the practices already in place and/or anticipated practices that ensure that MWBE certified small businesses are successful in obtaining subcontracts on this project.

Response:



Technical Assistance

- Describe the assistance and/or guidance that Submitter will provide to certified small businesses that may help advance MWBE-certified businesses forward. This could include technical, financial, or support services to the certified small businesses that allows them to have meaningful participation on this or other contracts.

Examples of such may include, but are not limited to, quality control, bonding, insurance assistance, payment advances, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.

Response:



**DSBO Program Requirements Handbook (DSBO Handbook)
Signature Statement**

*****Attention: this Signature Statement form is required to be completed, signed, and submitted to DSBO. It will be incorporated as an exhibit to the Contractor’s/Consultant’s executed contract with the City.*****

To access the DSBO Handbook, please visit the [DSBO Compliance website](#).

The undersigned firm has read and agrees to comply with the DSBO Ordinance, DSBO Rules and Regulations, and requirements outlined in the DSBO Handbook (collectively, the “DSBO Program Requirements”), should it be awarded the subject project. Additionally, should the undersigned be awarded the project, it will provide timely and accurate submissions of the required compliance documentation to DSBO and will promptly advise DSBO of any changes to their primary point(s) of contact responsible for DSBO reporting. If requested by a certified subcontractor/subconsultant, the Contractor/Consultant will make the DSBO Handbook available to subcontractors/subconsultants regardless of tier.

The Contractor/Consultant shall carry out the aforementioned DSBO Program Requirements in the award and administration of its contracts, inclusive of enforcing DSBO flow down provisions in subcontract/subconsultant agreements at all tiers. Failure by the Contractor/Consultant to comply with or implement these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the City deems appropriate.

Bidder/Proposer or Prime (Name of Firm):

Firm’s Representative:

Title:

Signature (Firm’s Representative):

Date:

Address:

City:

State:

Zip:

Phone:

Email:

VIII. ATTACHMENT 3, INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The insurance requirements relative 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.

Exhibit L
EXHIBIT C

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION
CONSTRUCTION AGREEMENT (NON-ROCIP)**

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: DENCOI@flydenver.com

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

1. “Agreement” as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. “Contractor” as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations annual aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual per location aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.
- d. Coverage shall include Fire Damage Legal Liability in a minimum limit of \$100,000 per fire.

2. Business Automobile Liability

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

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

Exhibit L

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and/or Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. Workers' Compensation and Employer's Liability Insurance
 Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. Contractors Pollution Liability:
 Contractor shall maintain insurance covering work site operations that are conducted on DEN premises including project management and site supervision duties with a limit no less than \$1,000,000 each occurrence and \$2,000,000 annual policy aggregate for claims arising out of a pollution condition or site environmental condition.
- a. Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on DEN premises.
 - b. Work site means a location where covered operations are being performed, including real property rented or leased from the City for the purpose of conducting covered operations.
5. Professional Liability (Errors & Omissions):
 Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and annual policy aggregate, providing coverage for applicable services outlined in this Agreement.
6. Builder's Risk Insurance or Installation Floater:
 During the duration of the construction or tenant buildout activity, Contractor shall provide, coverage on a Completed Value Replacement Cost Basis, including value of subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire project at the site. Such insurance shall:
- a. apply from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site;
 - b. be maintained until formal acceptance of the project by DEN or the placement of permanent

Exhibit L

- property insurance coverage, whichever is later;
- c. include interests of the City and if applicable, affiliated, or associate entities, the General Contractor, subcontractors, and sub-tier contractors in the project;
 - d. be written on a Special Completed Value Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, false-work, temporary buildings, transit, debris removal, demolition, increased cost of construction, flood (including water damage), earthquake, and if applicable, all below and above ground structures, piping, foundations including underground water and sewer mains, pilings including the ground on which the structure rests and excavation, backfilling, filling and grading;
 - e. include a Beneficial Occupancy Clause, specifically permitting occupancy of the building during construction. Commercial Operator shall take reasonable steps to obtain consent of the insurer and delete any provisions with regard to restrictions within any Occupancy Clauses within the Builder's Risk Policy;
 - f. include Equipment Breakdown Coverage (a.k.a. Boiler & Machinery), if appropriate, which shall specifically cover insured equipment during installation and testing (including cold and hot testing).
7. **Property Insurance**
Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
8. **Unmanned Aerial Vehicle (UAV) Liability:**
If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
- a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
9. **Excess/Umbrella Liability**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

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

F. Waiver of Subrogation

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

Exhibit L

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

If Contractor and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Contractor understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Contractor under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

G. Notice of Material Change, Cancellation or Nonrenewal

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized

Exhibit L

representative and must be submitted to the City at the time Contractor signed this Agreement.

9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Work contemplated under this Agreement by Contractor is NOT included under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor's information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

Notice of Change to ROCIP: DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice of changes regarding a ROCIP program as applicable to Contractor's work or responsibilities under the ROCIP Safety Manual.

IX. ATTACHMENT 4, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

For the City or the City Agency to consider a bid/proposal, Proposers must complete the on-line Diversity and Inclusiveness in City Solicitations Form – then **save an electronic copy of the completed form and include the electronic copy as part of its proposal. A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive.**

Click on the following link to access the on-line form:

<https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6>

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

X. ATTACHMENT 5, SAMPLE AGREEMENT

SAMPLE AGREEMENT

The Sample Contract form and required Federal provisions are contained in the pages immediately following this page. The complete contract will include other exhibits in addition to the form and the Federal provisions.

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

Notice to Proposers: City Required Contract Provisions

The following contract provisions are required in every contract issued by the City. The language of each clause is drafted in accordance with Federal, State, and City law and policy and are not subject to modification. Accordingly, Proposers should carefully review this Sample Agreement provided with the Request for Proposals, including these required provisions, in preparation of their proposals.

- **Standard Federal Provisions contained in the Contract and the Exhibit or Appendix**
- **Minority/Women-Owned Business Enterprise (DEN-funded) requirements**
- **City Prompt Pay**
- **Prevailing Wage Ordinance**
- **Denver Wage provisions; worker retention provision**
- **Insurance Requirements**
- **Defense and Indemnification (Provide provisions it *cannot accept with its Proposal*)**
- **Disputes/Dispute Resolution (see D.R.M.C. § 5-17 and DEN Rules and Regulations Part 250)**
- **Compliance with All Laws and Regulations/with Patent, Trademark and Copyright Laws (subject to very limited exceptions and approval)**
- **Compliance with all Executive Orders including drugs/alcohol/tobacco**
- **Governing Law and Venue**
- **Bond Ordinances**
- **Force Majeure**
- **Taxes and Costs**
- **Environmental Requirements**
- **Records Retention and Other Standard City Provisions, including but not limited to:**
- **Diversity and Inclusiveness**
- **No Discrimination in Employment**
- **Advertising and Public Disclosure**
- **Colorado Open Records Act**
- **Examination of Records and Audits, including Federal and City Auditor provisions**
- **Conflict of Interest**
- **Sensitive Security Information, DEN Security, Badging, and other Security Provisions**

CONTRACT FOR ON-CALL CONSTRUCTION

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

WITNESSETH

WHEREAS, the City, for at least three (3) consecutive days, advertised that proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction and installation of the work described in Request for Proposal No. 202579097-00, On-Call Infrastructure Construction Project (the “**Project**”) at Denver International Airport (“**DEN**”); and

WHEREAS, proposals in response to said advertisement have been received by the Chief Executive Officer of DEN (the “**CEO**”), and Contractor’s proposal was selected for award; and

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

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

CONTRACT DOCUMENTS

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

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

Exhibit L

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

In the event of an irreconcilable conflict between a provision of Sections 1 through 32 of this Contract document and any other provisions of the Contract Documents such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict is as follows, in descending order:

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

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

1. SCOPE OF WORK:

A. Contractor shall furnish all labor and tools, supplies, equipment, superintendence, materials, and everything necessary for and required to do, perform, and complete all of the work described, drawn, set forth, shown, and included in the Scope of Work, attached as *Exhibit A*, the Task Orders issued pursuant to this Contract, and the Contract Documents (the “**Work**”).

Vendor Name

Contract No. 202579097-00

Exhibit L

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

2. TERM OF CONTRACT:

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

B. Contractor agrees to begin the performance of the work required under this Contract or any individual Task Order within ten (10) days after being notified to commence work by the Senior Vice President of Design, Engineering and Construction (the “**SVP**”) and agrees to fully complete the Work described in each Task Order in its entirety within the time frame established for the Task Order. This period of performance for each Task Order is also referred to as “**Contract Time**.” The Contractor is not authorized to commence work prior to its receipt of each Task Order or Notice to Proceed, if one is provided for in a Task Order.

3. TERMS OF PAYMENT:

A. The City agrees to pay Contractor for the performance and completion of all of the Work required by the Scope of Work, each authorized Task Order and the Contract Documents, and Contractor and the City shall not be liable under the terms of this Contract for an amount in excess of a total amount of **Contract Amount Dollars and Amount Cents (\$Click here to enter numbers .00)** (the “**Maximum Contract Amount**”). Contractor acknowledges that this Contract is an On-Call Contract and there is no obligation for the City to issue any Task Orders under this Contract.

B. In no event will the City’s entire liability under this Contract exceed the Maximum Contract Amount, as adjusted by duly authorized Change Orders in accordance with this Contract. The Parties specifically agree that any performance by Contractor hereunder shall not subject the City to any cost, charge, or fee not specified in this Contract.

C. Rates and Markups. The Schedule of Rates and Markups is set forth in *Exhibit I*. Certain initial hourly rates, including any applicable multiplier, are set forth in *Exhibit I*. The

Exhibit L

Project Manager, in his or her sole discretion, may annually adjust these hourly rates and the Hourly Rate for Allowances on which these hourly rates charged to the City are calculated, on the anniversary of the Effective Date through a Task Order applicable to future work as further provided in the Task Order. Hourly rate adjustments shall not exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

4. VERIFIED STATEMENT OF CLAIMS:

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

5. DISPUTES:

All disputes arising under or related to this Contract shall be resolved by administrative hearing under the procedures described in *Exhibit F*, as modified by *Exhibit E*, if any, and the Denver Revised Municipal Code § 5-17 (“**D.R.M.C.**”) and all related rules and procedures, including but not limited to DEN Rule 250. The determination resulting from said administrative hearing shall be final, subject only to Contractor’s right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

6. DEFENSE AND INDEMNIFICATION:

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

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

C. Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney’s fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time

Exhibit L

expended by the City Attorney Staff, whose costs shall be computed at the rate specified in Section 5. Such payments on behalf of the City shall be in addition to any other legal remedies available to City and shall not be considered the City's exclusive remedy.

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

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

7. WAIVER OF C.R.S. § 13-20-801, et seq.:

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

8. LIQUIDATED DAMAGES:

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

9. INSURANCE REQUIREMENTS:

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

B. Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

Exhibit L

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

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

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

10. 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.

11. 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.

12. ASSIGNMENT:

Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Contract, in whole or in part, without first obtaining the written consent of the CEO or their authorized representative. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO or their authorized representative, automatically terminate this Contract and all rights of Contractor hereunder.

13. APPROPRIATIONS:

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

Vendor Name

Contract No. 202579097-00

Exhibit L

additional appropriations or allocations to such fund to satisfy such costs or other obligations.

14. APPROVALS:

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

15. JOINT VENTURE:

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

16. NO DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under the Contract, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

17. COORDINATION OF SERVICES:

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

18. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

A. Contractor and its subcontractor(s) shall perform all work under this Contract in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States and the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City.

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

19. PREVAILING WAGE REQUIREMENTS:

Vendor Name

Contract No. 202579097-00

Exhibit L

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

Date bid or proposal issuance was advertised: [Click here to enter text.](#)

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

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

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

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

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

20. NON-EXCLUSIVE RIGHTS:

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

21. CITY PROMPT PAYMENT:

A. Unless otherwise provided in this Contract, the City will make monthly progress payments to the Contractor for all services performed under this Contract based upon the Contractor's monthly invoices and in compliance with the General Conditions, as they may be

[Vendor Name](#)

Contract No. 202579097-00

Exhibit L

modified in this Contract. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Contract.

B. Final Payment to the Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Contract is otherwise fully performed by the Contractor. In addition to retention, the City may, at the discretion of the Director, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Director.

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

22. OWNERSHIP AND DELIVERABLES:

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

23. COLORADO OPEN RECORDS ACT:

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

B. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such

Exhibit L

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

24. EXAMINATION OF RECORDS AND AUDITS:

A. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

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

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

Exhibit L

performed along with the applicable federal project number.

25. COMPLIANCE WITH DENVER WAGE LAWS:

To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

26. COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS:

A. This Contract is subject to D.R.M.C. Article III, Divisions 1 and 3 of Chapter 28, designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**") and any Rules or Regulations promulgated pursuant thereto. The Contractor's Goal Commitment to MWBE participation for this Agreement is ___% as stipulated in the Division of Small Business Opportunity's ("**DSBO**") Commitment to MWBE Participation Form submitted by the Contractor.

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

(i) If directed by DSBO, Contractor is required to develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-62(b). Along with the Utilization Plan requirements, Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.

(ii) If change orders or any other contract modifications are issued under the Contract, Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

(iii) If change orders or other amendments or modifications are issued under the Contract that include an increase in the scope of work of this Contract, whether by

Exhibit L

amendment, change order, force account or otherwise, which increases the dollar value of the Contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change orders or contract modification shall be immediately submitted to DSBO for notification purposes.

(iv) Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors are subject to the original contract goal. Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. The Contractor must also satisfy the requirements under D.R.M.C. §§ 28-60 and 28-73 with regard to changes in scope or participation, including termination or substitution of an MWBE subcontractor. Contractor shall supply to the DSBO Director all required documentation described in D.R.M.C. §§ 28-60, 28-70, and 28-73 with respect to the modified dollar value or work under the Contract.

(v) Failure to comply with these provisions may subject Contractor to sanctions set forth in D.R.M.C. § 28-76 of the MWBE Ordinance.

(vi) Should any questions arise regarding specific circumstances, the Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

27. EQUITY, DIVERSITY AND INCLUSION PLAN:

Contractor shall comply the Equity, Diversity and Inclusion Plan attached hereto as *Exhibit K* ("EDI Plan"). The City will monitor Contractor's compliance with the EDI Plan. Failure to adhere to any representations, policies, or efforts contained in the EDI Plan, as determined by the City, will amount to default.

28. SENSITIVE SECURITY INFORMATION:

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

29. DEN SECURITY:

A. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or Transportation Security Administration ("TSA"). If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and

Exhibit L

any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

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

30. FEDERAL RIGHTS:

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

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

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

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

Exhibit L

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

31. CITY EXECUTION OF CONTRACT:

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

32. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

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

[SIGNATURE PAGES FOLLOW]

XI. ATTACHMENT 6, PERFORMANCE AND PAYMENT BOND**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ [Proposer name], a corporation organized under the laws of the State of _____ [Proposer state], hereinafter referred to as the "Contractor" and _____ [Bond issuer], a corporation organized under the laws of the State of _____ [Bond company state], 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 _____ [Bid amount text] Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has, as of the date of execution listed on the contract signature page, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of 202579097, On-Call Infrastructure Construction, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

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

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

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

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

(End of Page)

Exhibit L

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

CONTRACTOR

By: _____
President

SURETY

By: _____
Attorney-in-Fact

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
[Proposer name], a corporation organized under the laws of the State of _____ [Proposer
state], hereinafter referred to as the "Contractor" and _____ [Bonding company
name], a corporation organized under the laws of the State of _____ [Bonding company
state], 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 _____
_____ [Bid amount text] Dollars
(\$ _____), 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 202579097
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 ____ day of _____, _____.

CONTRACTOR

By: _____
President

SURETY

By: _____
Attorney-in-Fact

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

XII. ATTACHMENT 7, PROPOSAL GUARANTEE

DENVER INTERNATIONAL AIRPORT
ON-CALL INFRASTRUCTURE CONSTRUCTION
Contract No. 202579097

PROPOSAL GUARANTEE

KNOW ALL MEN BY THESE PRESENTS THAT _____, as Principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, and authorized to do business within the State of Colorado as Surety, are held and firmly bound unto the City and County of Denver, Colorado, as Obligee, in the full and just sum of _____ Dollars and _____ Cents (\$ _____) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the said Principal is herewith submitting its Bid, dated on _____, _____, for the construction of **Contract No. 202579097, On-Call Infrastructure Construction**, Denver International Airport, as set forth in detail in the contract documents for the City and County of Denver, Colorado, and said Obligee has required as a condition for receiving said Bid that the Principal deposit specified Bid security in the amount of not less than five percent (5%) of the amount of said Bid, as it relates to work to be performed for the City, conditioned that in event of failure of the Principal to execute the Contract for such construction and furnish required Performance and Payment Bond if the Contract is offered them, that said sum be paid immediately to the Obligee as liquidated damages, and not as a Penalty, for the Principal's failure to perform.

The condition of this obligation is such that if the aforesaid Principal shall, within the period specified therefore, on the prescribed form presented to them for signature, enter into a written Contract with the Obligee in accordance with his Bid as accepted, and give Performance and Payment Bond with good and sufficient surety or sureties, upon the form prescribed by the Obligee, for the faithful performance and the proper fulfillment of said Contract, or in the event of withdrawal of said Bid within the time specified, or upon the payment to the Obligee of the sum determined upon herein, as liquidated damages and not as a Penalty, in the event the Principal fails to enter into said Contract and give such Performance and Payment Bond within the time specified, then this Obligation shall be null and void, otherwise to remain in full force and effect.

[END OF PAGE]

Exhibit L

Signed, sealed and delivered this _____ day of _____, _____

Attest:

Secretary

[SEAL if Proposer a corporation]

PRINCIPAL

By: _____

President

SURETY

By: _____

Attorney-in-Fact

(ATTACH POWER OF ATTORNEY)

Power of Attorney shall be certified as to the date of bid.

XIII. Attachment 8, PREVAILING WAGES

PREVAILING WAGES

Prevailing Wage information which applies 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.

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

201 West Colfax Avenue, #705 • Denver, Colorado 80202
(720) 913-5000 • Fax (720) 913-5253 • denvergov.org/auditor

2025 Prevailing Wage Administrator Schedule

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: March 13, 2025
SUBJECT: Latest Change to Prevailing Wage Schedules

Please find an attachment of the current Prevailing Wage Schedule issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c) and its recent amendment for the creation of the Prevailing Wage Administrator. This schedule does not include the Davis-Bacon rates. The Davis-Bacon wage rates will continue to be published separately as they are announced. The new updated Wages will now be named Prevailing Wage Administrator Wages (PWA) as per the amendment of the Ordinance.

Modification No. 174

Publication Date: March 13, 2025

(13 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to, and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor. The employer and the individual apprentice must be registered in a program, which has received prior approval by the U.S. Department of Labor. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale. These Wages have been adjusted to reflect Denver Minimum Wage increase of \$18.81 per hour enacted on January 1st, 2025.

Exhibit L

APPLIANCE MECHANIC

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
APPLIANCE MECHANIC	\$24.44	\$7.62

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

The Appliance Mechanic installs, services and repairs stoves, refrigerators, dishwashing machines, exercise equipment and other electrical household or commercial appliances, using hand tools, test equipment and following wiring diagrams and manufacturer's specifications. The position also is responsible for the maintenance of tunnel carwash systems but not the install, that belongs to the Millwright position. Responsibilities include: connects appliance to power source and test meters, such as wattmeter, ammeter, or voltmeter, observes readings on meters and graphic recorders, examines appliance during operating cycle to detect excess vibration, overheating, fluid leaks and loose parts, and disassembles appliances and examines mechanical and electrical parts. Additional duties include traces electrical circuits, following diagram and locates shorts and grounds, using ohmmeter, calibrates timers, thermostats and adjusts contact points, and cleans and washes parts, using wire brush, buffer, and solvent to remove carbon, grease and dust. Replaces worn or defective parts, such as switches, pumps, bearings, transmissions, belts, gears, blowers and defective wiring, repairs and adjusts appliance motors, reassembles appliance, adjusts pulleys and lubricates moving parts, using hand tools and lubricating equipment.

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

BUILDING ENGINEER

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
BUILDING ENGINEER	\$35.04	\$8.65

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

CONVEYANCE SYSTEM MAINTENANCE SERIES

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
ENTRY-SUPPORT MECHANIC	\$26.52	\$7.86
MACHINERY MAINTENANCE MECHANIC	\$29.39	\$8.19
CONTROLS SYSTEM TECHNICIAN	\$35.77	\$8.93

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

This classification was previously listed as Baggage Handling System Maintenance. The title of the series has been changed to be inclusive of other types of similar work.

Entry Support Mechanic

The Entry Support Mechanic (ESM) applies basic mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Under supervision of a Machinery Maintenance Mechanic (MMM) or Control Systems Technician (CRO), the ESM performs cleaning, routine inspections, preventive, corrective and emergency maintenance based on an established maintenance program. The ESM clears jams and faults and may physically move items during failures.

Machinery Maintenance Mechanic

The Machinery Maintenance Mechanic (MMM) applies advanced mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Performs cleaning of all parts of the system, routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance within the system based on an established maintenance program. The MMM shall inspect all equipment for proper operation and performance including but not limited to conveyors, lifts, diverters and automatic tag readers. The MMM troubleshoots, repairs, replaces, and rebuilds conveyor components including but not limited to; motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized tools. The MMM may assist the Control Systems Technician (CST) with clearing electrical faults and electrical repairs. The MMM reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The MMM clears jams and faults in the system and may physically move items during failures. The MMM will operate a Central Monitoring Facility/Control Room, these duties include; using multiple computer systems for monitoring the system and running reports, communicating faults in the system using a radio and telephone, and communicating with stakeholders. The MMM performs on-site training of ESM.

Exhibit L

Controls System Technician

The Control Systems Technician (CST) applies advanced technical knowledge to perform maintenance and operational tasks on a conveyance system. Performs all duties assigned to an MMM in addition to the following routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance of complex components within the system based on an established maintenance program. The CST is responsible for resolving difficult controls, electrical and mechanical problems. The CST troubleshoots, repairs, replaces, and rebuilds complex electro-mechanical systems and conveyor components including but not limited to; programmable logic controllers, input and output modules, electrical switches, variable frequency drives, 110V AC and 24V DC controls devices, automatic tag readers, electrical control panels, 110V - 480V AC components and motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized mechanical and electrical tools. The CST reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The CST clears mechanical, electrical and controls faults, jams and may physically move items during failures. The CST performs on-site training and competency evaluations of MMM and ESM.

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

CUSTODIANS

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
CUSTODIAN I	\$22.03	\$8.60 (Single) \$9.08 (Plus One Child[ren]) \$9.64 (Plus One-Spouse) \$11.23 (Family)
CUSTODIAN II	\$22.38	\$8.67 (Single) \$9.14 (Plus One-Child[ren]) \$9.71 (Plus One-Spouse) \$11.30 (Family)

Benefits and Overtime

- Parking With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking.
- RTD Bus Pass Employer will provide employees with the Bus Pass or pay (\$0.32) per hour for travel differential.
- Shift Differential 2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hour
3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hour

Exhibit L

Overtime Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee’s basic straight time hourly rate of pay.

Lunch Any employee working seven and a half (7 ½) hours in a day is entitled to a thirty (30) minute paid lunch.

Note ****The effective date is provided following industry standards established by the PW Administrator & the CBA negotiated by SEIU Local 105. The previously approved terms adopted by the Career Service Board in their Public Hearing on March 15, 2007 in regards to contractors providing fringe benefits or a cash equivalent at no less than single rate amount will still be enforced by the Administrator.***

The Career Service Board in their public hearing on March 15, 2007, approved to amend prevailing wages paid to the Custodian as follows: “All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification.”

Custodian I

Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.

Custodian II

Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators, floor strippers and waxers, carpet shampoos, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

DIA OIL & GAS

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
DERRICK HAND/ROUSTABOUT	\$18.81	\$6.92
ELECTRICIAN	\$29.02	\$8.15
ECHANIC	\$29.18	\$8.17
PIPEFITTER	\$30.93	\$8.37
RIG/DRILL OPERATOR	\$24.71	\$7.65

Exhibit L

TRUCK DRIVER

| \$25.53

\$7.75

Heavy Equipment Mechanic (Mechanic)

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

Pipefitter

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

Well Driller (Rig/Drill Operator)

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

Laborer (Derrick Hand/Roustabout)

The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage

Exhibit L

or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash.

Truckdriver

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

ELEVATOR MECHANIC

Effective 1-18-2018, the Elevator Mechanic classification will utilize the base pay and fringe benefits for the Elevator Mechanic classification under the **Davis Bacon Building Wage Determination**.

FINISHER & JOURNEYMAN

TILE, MARBLE, AND TERRAZZO

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
TILE FINISHER	\$26.13	\$8.91
TILE SETTER	\$32.08	\$8.91

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

Tile Setter: Applies to workers who apply tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools and all places where tiles may be used to form a finished surface for practical use, sanitary finish or decorative purpose.

FIRE EXTINGUISHER REPAIRER

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
FIRE EXTINGUISHER REPAIRER	\$21.14	\$7.24

The Fire Extinguisher Repairer performs the following duties: repairs and tests fire extinguishers in repair shops and in establishments, such as factories, homes, garages, and

Exhibit L

office buildings, using hand tools and hydrostatic test equipment, this repairer dismantles extinguisher and examines tubing, horns, head gaskets, cutter disks, and other parts for defects, and replaces worn or damaged parts. Using hand tools, this repairer cleans extinguishers and recharges them with materials, (such as soda water and sulfuric acid, carbon tetrachloride, nitrogen or patented solutions); tests extinguishers for conformity with legal specifications using hydrostatic test equipment and may install cabinets and brackets to hold extinguishers.

Exhibit L

FUEL HANDLER SERIES

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
FUEL FACILITY OPERATOR	\$23.41	\$7.50
LEAD FUEL FACILITY OPERATOR	\$24.48	\$7.62
FUEL DISTRIBUTION SYSTEM MECHANIC	\$30.74	\$8.35
LEAD FUEL DISTRIBUTION SYSTEM MECHANIC	\$32.14	\$8.51

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

Fuel Facility Operator

Receives, stores, transfers, and issues fuel. Performs various testing procedures and documentation on fuel samples. Gauges tanks for water, temperature and fuel levels. Performs temperature and gravity testing for correct weight of fuel. Checks pumping systems for correct operating pressure or unusual noises. Inspects fuel receiving, storage, and distribution facilities to detect leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Operates a 24-hour control center; operates various computer equipment to determine potential equipment failure, leak and cathodic protection systems, pump failure, and emergency fuel shutoff systems. Monitors quality of fuel and drains excess condensation from fuel sumps and underground fuel pits. Inspects fuel tank farm for such items as leaks, low pressure, and unauthorized personnel. Performs general housekeeping and grounds maintenance for terminal, pipeline and dock areas, including fuel pits and valve vault cleaning and pump out activities. May connect lines, grounding wires, and loading and off-loading arms of hoses to pipelines. May assist Fuel Distribution System Mechanics by preparing work areas. Maintains record of inspections, observations and test results

Lead Fuel Facility Operator

Under the supervision of Facility Manager, or Operations Manager, maintains the purity of the fuel to be dispensed for all airline customers. Assist the Operations Manager with daily schedules, delegation of work duties, special projects, training, and performance of Fuel Facility Operators.

Fuel Distribution System Mechanic

Maintains and repairs fuel storage and distribution systems, equipment and filtration systems, and differential pressure valves. Corrects leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Inspects electrical wiring, switches, and controls for safe-operating condition, grounding, and adjustment; may make minor repairs. Lubricates and repacks valves. Lubricates pumps, replaces gaskets, and corrects pumping equipment misalignment. May clean strainers and filters, service water separators, and check meters for correct delivery and calibration. Overhauls system components such as pressure regulating valves and excess valves. Disassembles, adjusts, aligns, and calibrates gauges and meters or

Exhibit L

replaces them. Removes and installs equipment such as filters and piping to modify system or repair and replace system component. Cleans fuel tanks and distribution lines. Removes corrosion and repaints surfaces. Overhauls vacuum and pressure vents, floating roof seals, hangers, and roof sumps. Some positions maintain fuel-servicing equipment such as hydrant and tanker trucks. Maintains record of inspections and repairs and other related paperwork as required.

Lead Fuel Distribution System Mechanic

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

FURNITURE MOVERS

Moving, Storage and Cartage Workers

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
LABORER/HELPER	\$18.81	\$6.92
FURNITURE DRIVER/PACKER	\$19.16	\$7.01
LEAD FURNITURE MOVER	\$20.03	\$7.11

GLYCOL FACILITY

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
DE-ICING FACILITY OPERATOR	\$29.12	\$8.16
MAINTENANCE MECHANIC	\$29.33	\$8.18
GLYCOL PLANT SPECIALIST	\$18.81	\$6.92

De-icing Facility Operator

The De-icing Facility Operator is responsible for the safe and efficient daily operation of all aircraft de-icing fluid equipment to include: mechanical vapor recompression (concentrators), distillation, polishing, distribution, and collection systems as well as daily routine chores to include: operating and controlling all facility machines and equipment associates with the aircraft deicing fluid system (ADS). Operate electrical motors, pumps and valves to regulate flow, add specific amounts of chemicals such as hydrochloric acid or sodium hydroxide to fluid(s) for adjustment as required, turn valves, change filters/activated carbon, and clean tanks as needed to optimize productivity. Monitor panel boards/HMI/PLC's, adjust control flow rates, repairs, and lubricate machinery and equipment using hand powered tools. Test fluids to determine quality controlling methods. Record data as necessary and maintain good housekeeping of the facility.

Exhibit L

Maintenance Mechanic

The position of the Machinery Maintenance Mechanic will be primarily responsible for the routine maintenance and repairs of all facility equipment. Responsible for repairs to machinery and mechanical equipment, examine machines and mechanic equipment to diagnose source of trouble, dismantling or partly dismantling machines and performing repairs that mainly involve the use of hand tools in scraping and fitting parts, replacing broken or defective parts with items obtained from stock, ordering replacement parts, sending parts to a machine shop or equivalent for major repairs, preparing specific written specifications for repairs, SOP's for minor repairs, reassembly of machines and mechanical equipment, and making any necessary adjustments to all equipment for operational optimization.

Glycol Plant Specialist/Material Handling Laborer

The Material Handling Laborer is responsible for the safe and efficient daily documentation/recording of all ADF processors, distillation and polishing systems, as well as the distribution and collection system. Performing physical tasks to transport and/or store materials or fluids. Duties involve one or more of the following: manually loading or unloading trucks, tankers, tanks, totes, drums, pallets, unpacking, placing items on storage bins or proper locations. Utilizing hand carts, forklift, or wheelbarrow. Completing daily fluid inventory, to include tank measuring and completing fluid accountability records. Responsible for the overall facility housekeeping and general cleanliness. Escort vehicles and tankers in and out of the facility, change out filters as required on all systems, take samples and test for quality control and document the findings.

PARKING ELECTRONICS TECHNICIAN

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
PARKING ELECTRONICS TECHNICIAN	\$26.84	\$7.90

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

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

Exhibit L

PEST CONTROLLER

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
PEST CONTROLLER	\$22.45	\$7.39

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

QUALITY CONTROL & ASSURANCE TECHNICIAN

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
QUALITY CONTROL & ASSURANCE TECHNICIAN	\$25.35	\$7.47

The Quality Control & Assurance Technician provides support to Inland Technologies operations by independently performing standard analysis on samples related to the manufacture of spent de-icing fluid to a 99% recycled glycol product and wastewater discharge. The Quality Control and Assurance Technician will continually look at ways to improve products and processes to exceed customer quality demands and decrease operational costs.

*OHR reviewed data in June of 2023 and rate is not increasing so no changes will be made.

SIGN ERECTOR

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
SIGN ERECTOR	\$21.09	\$6.31

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

Exhibit L

*OHR pulled the wages in December of 2022 and data has remained the same so there is no recommendation to change the base wage or fringes.

TREE TRIMMERS

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
TREE TRIMMER	\$23.57	\$7.52

*OHR pulled the wages in October of 2021 and data has remained the same so there is no recommendation to change the base wage or fringes.

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

WINDOW CLEANER

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
WINDOW CLEANER	\$29.89	\$9.53 (Employee) \$11.37 (Children) \$11.09 (2-Party) \$13.50 (Family)

Benefits/Overtime

Parking The Company shall reimburse the cost of parking (per month) to employees furnishing a monthly parking receipt from the approved parking lot. The Employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.

Shift Differential Employees working on the night shift shall be awarded a shift differential of \$0.85 per hour worked. *Note: All wage increases become effective on the first day of the first full pay period following the above dates.*

Exhibit L

Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.75 per hour above highest paid employee under supervision
High Work	\$1.85 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.

Note:

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

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

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2025 Building General Wage Decision

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: March 14, 2025
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, March 14, 2025**, 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 four stories) in accordance with the Denver Revised Municipal Code, § 20-76(c).

[General Wage Decision No. CO20250020](#)

Superseded General Decision No. CO20240020

Modification No. 3

Publication Date: 03/14/2025

(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.

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on August 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis-Bacon classifications under \$18.81 to comply with the city's minimum wage.

General Decision Number: CO20250020 03/14/2025

Superseded General Decision Number: CO20240020

State: Colorado

Construction Type: Building

Exhibit L

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS

(Does not include single-family homes or apartments up to and including four stories.)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

MODIFICATION NUMBER	PUBLICATION DATE
0	01/03/2025
1	02/07/2025
2	03/07/2025
3	03/14/2025

ASBE0028-002 07/01/2024	RATES	FRINGES
ASBESTOS WORKER/HEAT & FROST INSULATOR – MECHANICAL (DUCT, PIPE & MECHANICAL SYSTEM INSULATION)	\$34.98	\$16.47

Exhibit L

CARP0055-002 05/01/2024	RATES	FRINGES
CARPENTER (DRYWALL HANGING ONLY)	\$35.10	\$13.41
CARP1607-001 06/01/2024	RATES	FRINGES
MILLWRIGHT	\$42.50	\$17.93
ELEC0068-012 06/01/2024	RATES	FRINGES
ELECTRICIAN (INCLUDES LOW VOLTAGE WIRING)	\$44.95	\$19.08
ELEV0025-001 01/01/2024	RATES	FRINGES
ELEVATOR MECHANIC	\$56.57	\$40.35

FOOTNOTE:

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

ENGI0009-017 05/01/2024	RATES	FRINGE
POWER EQUIPMENT OPERATOR (CRANE)		
141 TONS AND OVER	\$39.80	\$15.20
50 TONS AND UNDER	\$35.78	\$15.20
51 TO 90 TONS	\$36.09	\$15.20
91 TO 140 TONS	\$37.34	\$15.20
IRON0024-010 11/01/2024	RATES	FRINGES
IRONWORKER, STRUCTURAL/ORNAMENTAL	\$39.21	\$12.79
IRON00847- 11/01/2024	RATES	FRINGES
IRONWORKER, REINFORCING	\$55.25	\$3.65
PAIN0079-006 08/01/2022	RATES	FRINGES
PAINTER (BRUSH, ROLLER, AND SPRAY; EXCLUDES DRYWALL FINISHING/TAPING)	\$27.41	\$11.56
PAIN0079-007 08/01/2022	RATES	FRINGES
DRYWALL FINISHER/TAPER	\$28.11	\$11.56
PAIN0419-001 06/01/2022	RATES	FRINGES
SOFT FLOOR LAYER (VINYL AND CARPET)	\$18.81	\$14.33
PAIN0930-002 07/01/2024	RATES	FRINGES
GLAZIER	\$35.51	\$12.65

Exhibit L

PLUM0003-009 06/01/2024	RATES	FRINGES
PLUMBER (EXCLUDES HVAC DUCT, PIPE AND UNIT INSTALLATION)	\$45.43	\$20.15
PLUM0208-008 06/01/2024	RATES	FRINGES
PIPEFITTER (INCLUDES HVAC PIPE AND UNIT INSTALLATION; EXCLUDES HVAC DUCT INSTALLATION)	\$44.15	\$22.43
SFCO0669-002 04/01/2024	RATES	FRINGES
SPRINKLER FITTER (FIRE SPRINKLERS)	\$45.44	\$26.98
SHEE0009-004 07/01/2024	RATES	FRINGES
SHEET METAL WORKER (INCLUDES HVAC DUCT INSTALLATION; EXCLUDES HVAC PIPE AND UNIT INSTALLATION)	\$39.47	\$21.83
SUCO2013-006 07/31/2015	RATES	FRINGES
BRICKLAYER	\$21.96	\$0.00
CARPENTER: ACOUSTICAL CEILING INSTALLATION ONLY	\$22.40	\$4.85
CARPENTER: METAL STUD INSTALLATION ONLY	\$18.81	\$0.00
CARPENTER, EXCLUDES ACOUSTICAL CEILING INSTALLATION, DRYWALL HANGING, AND METAL STUD INSTALLATION	\$21.09	\$6.31
CEMENT MASON/CONCRETE FINISHER	\$20.09	\$7.03
LABORER: COMMON OR GENERAL	\$18.81	\$5.22
LABORER: MASON TENDER – BRICK	\$20.32	\$0.00
LABORER: MASON TENDER – CEMENT/CONCRETE	\$20.33	\$0.00
LABORER: PIPELAYER	\$19.26	\$3.68
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	\$20.78	\$5.78
OPERATOR: BOBCAT/SKID STEER/SKID LOADER	\$19.10	\$3.89
OPERATOR: GRADER/BLADE	\$21.50	\$0.00
ROOFER	\$18.85	\$0.00
TRUCK DRIVER: DUMP TRUCK	\$18.97	\$0.00
WATERPROOFER	\$18.81	\$0.00

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Exhibit L

Administrator Supplemental Rates

Specific to the Denver projects: Revision Date: 01/06/2025

CLASSIFICATION	BASE	FRINGE
BOILERMAKER	\$30.97	\$21.45
LABORER: CONCRETE SAW	\$18.81	\$0.00
PAPER HANGER	\$20.15	\$6.91
PLASTERER	\$24.60	\$12.11
PLASTER TENDER	\$18.81	\$0.00
TRUCK DRIVER: FLATBED	\$19.14	\$10.07
TRUCK DRIVER: SEMI	\$19.48	\$10.11
CLASSIFICATION: POWER EQUIPMENT OPERATOR	BASE	FRINGE
CONCRETE MIXER — LESS THAN ONE YD	\$23.67	\$10.67
CONCRETE MIXER – 1 YD AND OVER	\$23.82	\$10.68
DRILLERS	\$23.97	\$10.70
LOADER – UP TO AND INCLUDING SIX CU YD	\$23.67	\$10.67
LOADERS – OVER SIX CU YD	\$23.82	\$10.68
MECHANIC	\$18.81	\$0.00
MOTOR GRADER	\$23.97	\$10.70
OILERS	\$22.97	\$10.70
ROLLER	\$23.67	\$10.67

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

City and County of Denver



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2025 Heavy General Wage Decision

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: March 28, 2025
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Monday, March 31, 2025**, and applies to the City and County of Denver for **HEAVY 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, § 20-76(c).

General Wage Decision No. CO 20250002

Superseded General Decision No. CO 20240002

Modification No. 2

Publication Date: 03/28/2025

(6 pages)

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

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.81 to comply with the city's minimum wage.

General Decision Number: CO20250002 03/28/2025

Superseded General Decision Number: CO20240002

State: Colorado

Construction Type: Heavy

Exhibit L

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

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

MODIFICATION NUMBER	PUBLICATION DATE
0	01/03/2025
1	03/14/2025
2	03/28/2025

ASBE0028-001 07/01/2024	RATES	FRINGES
ASBESTOS WORKER/INSULATOR (INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS)	\$34.98	\$16.47

Exhibit L

BRCO0007-004 01/01/2024	RATES	FRINGES
BRICKLAYER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, AND WELD COUNTIES)	\$42.37	\$12.86
BRCO0007-006 05/01/2024	RATES	FRINGES
BRICKLAYER (INCLUDES EL PASO AND PUEBLO COUNTIES)	\$32.93	\$14.29
ELEC0012-011 09/01/2024	RATES	FRINGES
ELECTRICIAN (INCLUDES PUEBLO COUNTY)	\$33.55	\$15.71
ELEC0068-001 06/01/2024	RATES	FRINGES
ELECTRICIAN (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER, AND WELD COUNTIES)	\$44.95	\$19.08
ELEC0111-001 03/01/2025	RATES	FRINGES
LINE CONSTRUCTION		
LINE CONSTRUCTION/GROUNDMAN	\$26.09	16.75%+7.80
LINE EQUIPMENT OPERATOR / LINE TRUCK CREW	\$42.16	16.75%+7.80
LINEMAN GAS FITTER/WELDER	\$58.53	16.75%+7.80
ELEC0111-007 01/01/2025	RATES	FRINGES
ELECTRICIAN (INCLUDES MESA COUNTY)	\$31.75	\$13.25
ELEC0113-002 06/01/2024	RATES	FRINGES
ELECTRICIAN (INCLUDES EL PASO COUNTY)	\$38.20	\$18.10

Exhibit L

ENGI0009-001 05/01/2024	RATES	FRINGES
POWER EQUIPMENT OPERATORS		
BLADE: FINISH	\$34.58	\$15.20
BLADE: ROUGH	\$34.05	\$15.20
BULLDOZER	\$34.05	\$15.20
CRANES: 50 TONS AND UNDER	\$34.77	\$15.20
CRANES: 51 TO 90 TONS	\$35.07	\$15.20
CRANES: 91 TO 140 TONS	\$36.27	\$15.20
CRANES: 141 TONS AND OVER	\$38.63	\$15.20
FORKLIFT	\$34.58	\$15.20
MECHANIC	\$35.58	\$15.20
OILER	\$34.14	\$15.20
SCRAPER: SINGLE BOWL UNDER 40 CUBIC YARDS	\$35.20	\$15.20
SCRAPER: SINGLE BOWL, INCLUDING PUPS 40 CUBIC YARDS AND OVER AND TANDEM BOWLS	\$35.41	\$15.20
TRACKHOE	\$35.20	\$15.20
IRON0024-003 11/01/2024	RATES	FRINGES
IRONWORKER, STRUCTURAL	\$39.21	\$23.49
IRON 00847 11/01/2024	RATES	FRINGES
IRONWORKER, REINFORCING	\$55.25	\$3.65
LABO0086-001 05/01/2009	RATES	FRINGES
LABORERS: PIPELAYER	\$18.81	\$6.78
PLUM0003-005 06/01/2024	RATES	FRINGES
PLUMBER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES)	\$50.68	\$20.15
PLUM0058-002 07/01/2024	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES EL PASO COUNTY)	\$45.90	\$17.17
PLUM0058-008 07/01/2024	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES PUEBLO COUNTY)	\$45.90	\$17.17
PLUM0145-002 07/01/2024	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES MESA COUNTY)	\$38.67	\$15.08

Exhibit L

PLUM0208-004 06/01/2024	RATES	FRINGES
PIPEFITTERS (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES)	\$46.01	\$22.43

SHEE0009-002 07/01/2024	RATES	FRINGES
SHEET METAL WORKER	\$39.47	\$21.83

TEAM0455-002 05/01/2024	RATES	FRINGES
TRUCK DRIVERS: PICKUP	\$26.21	\$4.82
TRUCK DRIVERS: TANDEM/SEMI AND WATER	\$26.84	\$4.82

SUCO2001-006 12/20/2001	RATES	FRINGES
BOILERMAKER	\$18.81	\$**
TRUCK DRIVERS: TANDEM/SEMI AND WATER	\$26.84	\$4.82
CARPENTERS: FORM BUILDING AND SETTING	\$19.64	\$2.74
CARPENTERS: ALL OTHER WORK	\$18.81	\$3.37
CEMENT MASON/CONCRETE FINISHER	\$18.83	\$2.85
IRONWORKER, REINFORCING	\$18.81	\$3.90
LABORERS: COMMON	\$18.81	\$2.92
LABORERS: FLAGGER	\$18.81	\$3.80
LABORERS: LANDSCAPE	\$18.81	\$3.21
PAINTERS: BRUSH, ROLLER & SPRAY	\$18.81	\$3.26
POWER EQUIPMENT OPERATORS: BACKHOE	\$18.81	\$2.48
POWER EQUIPMENT OPERATORS: FRONT END LOADER	\$18.81	\$3.23
POWER EQUIPMENT OPERATORS: SKID LOADER	\$18.81	\$4.41

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

Exhibit L

Office of the Prevailing Wage Administrator for Supplemental Rates
 Specific to Denver projects: Revision Date 01-06-2025

Classification		Base	Fringe
Laborer	Group 1	\$18.81	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$18.81	\$2.92
Laborer (Flagger)		\$18.81	\$3.80
Laborer (Landscape)		\$18.81	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$18.81	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.81	\$8.30
	Group 2	\$18.81	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.81	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

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

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

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(720) 913-5000 • Fax (720) 913-5253 • denvergov.org/auditor

2025 Highway General Wage Decision

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: January 2, 2025
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, Friday, January 10, 2025, and applies to the City and County of Denver for **HIGHWAY 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. CO 20250009

Superseded General Decision No. CO 20230009

Modification No. 0

Publication Date: 01/2/2025

(7 pages)

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

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.81 to comply with the city's minimum wage. Contractors will also have to comply with the established Minimum Wage of \$18.81 for all apprentice classifications as base rate. Fringes will be added into the base rate amount.

General Decision Number: CO20250009 01/02/2025

Superseded General Decision Number: CO20240009

State: Colorado

Construction Type: Highway

Exhibit L

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification number Publication date

0	01/03/2025
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Exhibit L

CARP9901-008 05/01/2024	RATES	FRINGES
CARPENTER (Form Work Only)	\$33.11	\$12.17

ELEC0068-016 03/01/2011

	RATES	FRINGES
TRAFFIC SIGNAL INTALLATION		
Zone 1	\$26.42	4.75%+8.68
Zone 2	\$29.42	4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

- Colorado Springs - Nevada & Bijou
- Denver - Ellsworth Avenue & Broadway
- Ft. Collins - Prospect & College
- Grand Junction - 12th & North Avenue
- Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

ENGI0009-008 05/01/2024	RATES	FRINGES
POWER EQUIPMENT OPERATOR		
(3)-HYDRAULIC BACKHOE (Wheel Mounted, under 3/4 Yds), Hydraulic Backhoe (Backhoe/Loader Combination), Drill Rig Caisson (Smaller than Watson 2500 and Similar), Loader (Up to and including 6 Cu. Yd.)	\$35.03	\$15.20
(3)-LOADER (Under 6 Cu. Yd.) Denver County	\$35.03	\$15.20
(3)-MOTOR GRADER (Blade-Rough) Douglas County	\$33.19	\$15.20
(4)-CRANE (50 Tons And Under), SCRAPER (Single Bowl, Under 40 Cu. Yd)	\$35.78	\$15.20
(4)-LOADER (Over 6 Cu. Yd) Denver County	\$35.20	\$15.20
(5)-DRILL RIG CAISSON (Watson 2500 Similar Or Larger), CRANE (51-90 Tons), SCRAPER (40 Cu. Yd and Over)	\$35.41	\$15.20
(5)-MOTOR GRADER (Blade-Finish) Douglas County	\$35.58	\$15.20
(6)-CRANE (91-140 Tons)	\$35.28	\$15.20

SUCO2011-004 09/15/2011	RATES	FRINGES
CARPENTER (excludes form work)	\$19.27	\$5.08

CEMENT MASON/CONCRETE FINISHER	RATES	FRINGES
DENVER COUNTY	\$20.18	\$5.75
DOUGLAS COUNTY	\$18.75	\$3.00

Exhibit L

ELECTRICIAN	RATES	FRINGES
(Excludes Traffic Signal Installation)	\$35.13	\$6.83
FENCE ERECTOR	RATES	FRINGES
(Excludes Link/cyclone Fence Erection)	\$18.94	\$3.20
GUARDRAIL INSTALLER	RATES	FRINGES
GUARDRAIL INSTALLER	\$18.81	\$3.20
HIGHWAY/PARKING LOT STRIPING	RATES	FRINGES
Painter Denver	\$18.81	\$3.21
Painter Douglas	\$13.89	\$3.21
IRONWORKER, REINFORCING	RATES	FRINGES
(Excludes Guardrail Installation)	\$55.25	\$3.65
IRONWORKER, STRUCTURAL/ORNAMENTAL	RATES	FRINGES
(Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation)	\$37.23	\$12.79
LABORER	RATES	FRINGES
ASPHALT RAKER	\$18.81	\$4.25
ASPHALT SHOVELER	\$21.21	\$4.25
ASPHALT SPREADER	\$19.10	\$4.65
COMMON OR GENERAL (Denver County)	\$19.30	\$6.77
COMMON OR GENERAL (Douglas County)	\$16.29	\$4.25
CONCRETE SAW (Handheld)	\$18.81	\$6.14
LANDSCAPE AND IRRIGATION	\$18.81	\$3.16
MASON TENDER – CEMENT/CONCRETE (Denver County)	\$18.81	\$4.04
MASON TENDER – CEMENT/CONCRETE (Douglas County)	\$16.29	\$4.25
PIPELAYER (Denver County)	\$18.81	\$2.41
PIPELAYER (Douglas County)	\$16.30	\$2.18
TRAFFIC CONTROL (Flagger)	\$18.81	\$3.05
TRAFFIC CONTROL (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers)	\$21.69	\$3.22
PAINTER	RATES	FRINGES
(Spray Only)	\$18.81	\$2.87

Exhibit L

POWER EQUIPMENT OPERATOR	RATES	FRINGES
ASPHALT LAYDOWN (Denver County)	\$22.67	\$8.72
ASPHALT LAYDOWN (Douglas County)	\$23.67	\$8.47
ASPHALT PAVER (Denver County)	\$24.97	\$6.13
ASPHALT PAVER (Douglas County)	\$25.44	\$3.50
ASPHALT ROLLER (Denver County)	\$23.13	\$7.55
ASPHALT ROLLER (Douglas County)	\$23.63	\$6.43
ASPHALT SPREADER	\$22.67	\$8.72
BACKHOE/TRACKHOE (Douglas County)	\$23.82	\$6.00
BOBCAT/SKID LOADER	\$18.81**	\$4.28
BOOM	\$22.67	\$8.72
BROOM/SWEEPER (Denver County)	\$22.47	\$8.72
BROOM/SWEEPER (Douglas County)	\$22.96	\$8.22
BULLDOZER	\$26.90	\$5.59
CONCRETE PUMP	\$21.60	\$5.21
Drill (Denver County)	\$20.48	\$4.71
Drill (Douglas County)	\$20.71	\$2.66
FORKLIFT	\$18.81**	\$4.68
GRADER/BLADE (Denver County)	\$22.67	\$8.72
GUARDRAIL/POST DRIVER	\$18.81**	\$4.41
LOADER (Front End) (Douglas County)	\$21.67	\$8.22
MECHANIC (Denver County)	\$22.89	\$8.72
MECHANIC (Douglas County)	\$23.88	\$8.22
OILER (Denver County)	\$23.73	\$8.41
OILER (Douglas County)	\$24.90	\$7.67
ROLLER/COMPACTOR (Dirt and Grade Compaction) (Denver County)	\$20.30	\$5.51
ROLLER/COMPACTOR (Dirt and Grade Compaction) (Douglas County)	\$22.78	\$4.86
ROTOMILL	\$18.81**	\$4.41
SCREED (Denver County)	\$22.67	\$8.38
SCREED (Douglas County)	\$29.99	\$1.40
TRACTOR	\$18.81	\$2.95

TRAFFIC SIGNALIZATION	RATES	FRINGES
GROUNDSMAN (Denver County)	\$18.81	\$3.41
GRONDSMAN (Douglas County)	\$18.67	\$7.17

TRUCK DRIVER	RATES	FRINGES
DISTRIBUTOR (Denver County)	\$19.12	\$5.82
DISTRIBUTOR (Douglas County)	\$16.98**	\$5.27
DUMP TRUCK (Denver County)	\$18.81	\$5.27
DUMP TRUCK (Douglas County)	\$16.39	\$5.27
LOWBOY TRUCK	\$18.81	\$5.27
MECHANIC	\$26.48	\$3.50

Exhibit L

MULTI-PURPOSE SPECIALITY & HOISTING TRUCK (Denver County)	\$18.81	\$3.17
MUTLI-PURPOSE SPECIALITY & HOISTING TRUCK (Douglas County)	\$20.05	\$2.88
PICK UP AND PILOT CAR (Denver County)	\$18.81**	\$3.77
PICK UP AND PILOT CAR (Douglas County)	\$16.43**	\$3.68
SEMI/TRAILER TRUCK	\$18.91	\$4.13
TRUCK MOUNTED ATTENUATOR	\$18.81	\$3.22
WATER TRUCK (Denver County)	\$26.27	\$5.27
WATER TRUCK (Douglas County)	\$19.46	\$2.58

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

Exhibit L

Office of the Prevailing Wage Administrator for Supplemental Rates
 Specific to Denver projects: Revision Date 01-06-2025

Classification		Base	Fringe
Guard Rail Installer		\$18.81	\$3.20
Highway Parking Lot Striping: Painter		\$18.81	\$3.21
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$18.81	\$3.16
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.81	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$18.81	\$3.22

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

XIV. ATTACHMENT 9, TASK ORDER PROPOSALS AND EXECUTION PROCESS

TASK ORDER PROPOSALS & EXECUTION PROCESS

The task order proposals and execution process relative 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.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

TASK ORDER PROPOSALS AND EXECUTION PROCESS

Office of Primary Responsibility: Design Engineering and Construction –
Project Delivery

Supersedes: TASK ORDER PROPOSALS AND EXECUTION PROCESS, FEBRUARY 2025, REV 1

Certified by: Senior Director, Project Delivery

CONTENTS

DEFINITIONS..... 2

INTRODUCTION 3

 THE FACILITY DESCRIPTION 3

 TASK ORDER OVERVIEW 3

 TASK ORDER REQUEST FOR PROPOSAL 3

 LUMP SUM VERSUS TIME AND MATERIAL PROPOSALS..... 4

CONSULTANT’S ACTIVITIES..... 4

 CONSULTANT SERVICES 4

 TASK ORDER SCOPE OF WORK 4

 CONSULTANT’S PERSONNEL ASSIGNED TO THIS AGREEMENT 5

 DILIGENCE 5

 COOPERATION 5

CONSULTANT TASK ORDER EXECUTION 5

 TASK ORDER NOTICE TO PROCEED 5

 ADDITIONAL SERVICES 6

 TASK ORDER CLOSEOUT 6

CONTRACTOR’S ACTIVITIES..... 7

 CONTRACTOR SERVICES 7

 TASK ORDER IDENTIFICATION 7

 CONTRACTOR’S PERSONNEL ASSIGNED TO THIS AGREEMENT 8

 DILIGENCE 9

CONSTRUCTION TASK ORDER EXECUTION 9

 PRE-NTP MEETING 9

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
 DENVER INTERNATIONAL AIRPORT
 8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

TASK ORDER NOTICE TO PROCEED (NTP)	9
CONSTRUCTION.....	10
TASK ORDER CLOSEOUT	10
MISCELLANEOUS REQUIREMENTS	11
AIRPORT SECURITY REQUIREMENTS	11
EXISTING FACILITY INFORMATION	11
OWNERSHIP OF PLANS AND DOCUMENTS	11
REFERENCED FORMS.....	12

DEFINITIONS

CCD – *City and County of Denver*, the local governing body for the City of Denver and Denver International Airport.

DEC – *Design, Engineering and Construction*, the division within DEN responsible for managing design and construction activities.

DEN – *Denver International Airport*, the owner and operator of the facilities referenced in the document.

FAA – *Federal Aviation Administration*, the U.S. agency responsible for regulating civil aviation and overseeing airport operations and security standards.

NTP – *Notice to Proceed*, the written authorization issued by DEN allowing a Consultant or Contractor to begin work under a specific Task Order.

PMIS – *Project Management Information System*, a platform used for tracking, documenting, and reporting construction progress and compliance at DEN.

RFP – *Request for Proposal*, a formal document issued by DEN soliciting proposals from Consultants or Contractors for specific scopes of work.

SVP – *Senior Vice President*, referring to the SVP of Design, Engineering and Construction (DEC) at DEN.

TNP – *Task Notice for Proposal*, a document issued by DEN requesting a proposal for construction services under a Task Order.

Task Order – A specific scope of work issued under an on-call professional services or construction contract, which includes detailed project requirements, schedule, and compensation terms.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

INTRODUCTION

THE FACILITY DESCRIPTION

The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities. DEN also consists of Runways, Taxiways, roadways and terminal apron complexes that support aviation and transportation operations at the Airport.

TASK ORDER OVERVIEW

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

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

The term "Task Order" when it is used in this Agreement includes all of the work associated with the proposal preparation and construction management for any and all construction services as requested by the Senior Vice President (SVP) of Design, Engineering and Construction (DEC) or the designated DEN representative.

TASK ORDER REQUEST FOR PROPOSAL

For each Task Order scope of work issued, the City will review the fee proposal and Task Order schedule. The Consultant or Contractor will not begin work on any Task Order scope of work without having received a fully executed Notice to Proceed. In the event of approval of the Consultant's fees and schedule, the

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

Consultant will perform such work within the time agreed and for the compensation that is approved by the SVP of DEC or the designated DEN representative.

LUMP SUM VERSUS TIME AND MATERIAL PROPOSALS

Task Notice of Proposals will indicate whether DEN is requesting a Lump Sum proposal or a Time & Materials proposal for requested services.

1. Lump Sum Proposal - The written proposal will be related to levels of effort and a clear scope of work .
 - a. For construction tasks, a General Contractor Task Order Pricing Request Worksheet will be required to be submitted along with the Lump Sum Proposal
2. Time and Materials Proposal - The written proposal will be related to projected hours and associated costs related to delivering the scope of work as needed.
 - a. For construction tasks, a Time and Materials Proposal will be required to be submitted along with a General Contractor Task Order Pricing Request Worksheet.
 - b. For professional service tasks, a Time and Materials Proposal will be required to be submitted along with a Professional Service Task Order Fee Proposal Worksheet that includes fully burdened rates, accepted at the most current Core Staff Rates Exhibit.

CONSULTANT'S ACTIVITIES

CONSULTANT SERVICES

The Consultant, as deemed necessary by the SVP of DEC or the designated DEN representative, will be required to provide professional services for specific task scopes of work. The Consultant's general scope of work requirements are detailed in, and its activities will comply with, the Agreement and the current Design Standards Manuals including but not limited to: Standards and Criteria, Digital Facilities and Infrastructure, Structural, Electrical, Mechanical, Architectural, Civil, Life Safety Systems, Communications and Electronic Systems, Sustainability, and this Exhibit for the duration of the Agreement. Specific task scopes of work are referenced, which will be issued with a Task Order Request for Proposals.

TASK ORDER SCOPE OF WORK

The SVP of DEC or the designated DEN representative will issue to the Consultant a Task Order Request for Proposal for each specific Task Order. If the work will produce a product used for construction, the City may also issue a construction budget. The Consultant will prepare and submit a fee proposal and its Task Order schedule within 14 days of receipt of the signed Task Order Request for Proposal unless an alternate delivery duration is defined by the DEN Project Manager in the Task Order Request for Proposal. Task Order Requests for Proposals are not guaranteed to result in an executed Task Order.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

The Consultant shall provide a fee proposal that includes the following:

1. A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scope of work performed by all subconsultants.
2. Time and Material Proposals only - a completed Fee Proposal Spreadsheet broken down by personnel pay classifications, agreed hourly billing rates, schedule and hours necessary to complete the Task Order scope of work.
3. Lump Sum Proposals – a breakdown of schedule milestones indicated on the proposal form and project deliverables and amount to be billed at each milestone.
4. A schedule identifying all phases of scope of work.
5. Identification of time and material, not to exceed fee.

Fees for proposal preparation will not be reimbursed.

CONSULTANT'S PERSONNEL ASSIGNED TO THIS AGREEMENT

The Consultant may choose to replace a project manager, pending City approval, with a principal, associate principal or other individual that is at a higher hourly billing rate. The time that the principal, associate principal or other individual devotes to tasks that are normally performed by a project manager will be billed at the project manager hourly billing rate. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Consultant or its project manager.

DILIGENCE

The Consultant will perform the services defined by the individual Task Order scope of work in a timely manner and as directed by the SVP of DEC or the designated DEN representative.

COOPERATION

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

CONSULTANT TASK ORDER EXECUTION

TASK ORDER NOTICE TO PROCEED

Notification: The City will provide written notification to the Consultant to proceed with a Task Order scope of work. This written notification will come in the form of a signed Notice to Proceed. The Consultant will not be authorized to proceed with the work described in this Exhibit or a Task Order Request for Proposal

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

and the City will not be obligated to fund any work performed by the Consultant, until the City has provided signed, written notification to the Consultant that the work is to be performed.

Change Request: Changes to the scope of work initiated by the Consultant will be issued to the SVP of DEC or the designated DEN representative. Initiation of this request does not guarantee work request acceptance. Approval of the Change Request will only be received by the Consultant through an executed Additional Services Authorization amendment. The Consultant cannot proceed on any work changes without an executed Task Order amendment.

ADDITIONAL SERVICES

Changes to the scope of work initiated by the SVP of DEC or the designated DEN representative will be issued to the Consultant via a Task Order Request for Proposal for Additional Services (see form PS-05). Initiation of this form does not guarantee additional work acceptance or grant schedule relief.

Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services (see form PS-05), or duration as defined in writing by the DEN Project Manager, the Consultant shall provide a time and materials, not to exceed fee proposal that includes the following:

1. A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subconsultants.
2. A completed Task Order {Agreement title} Proposal Spreadsheet broken down by personnel pay classifications, agreed hourly billing rates, schedule, and hours necessary to complete the additional scope of work.
3. A revised schedule identifying all phases of scope of work with DEN reviews.

Additional Services Authorization: Approval of the Consultant's proposal will be through an executed Additional Services Authorization. The Consultant cannot proceed on any work changes without an executed Task Order amendment.

TASK ORDER CLOSEOUT

Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the SVP of DEC or the designated DEN representative.

Task Order Closeout Documents: Professional Services Affidavit of Completion Letter and Final Statement of Accounting.

Task Order Final Payment: Final payment to the Consultant will not be released until all above information is complete and the Final Lien Release – Professional Services is submitted.

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

CONTRACTOR'S ACTIVITIES

CONTRACTOR SERVICES

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

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

1. Pre-construction services and/or planning
2. Scheduling/Cost estimating
3. Permitting
4. Mobilization
5. Self-performance of work/Subcontractor management
6. Site supervision
7. Quality control planning and management
8. Safety planning and management
9. Coordination with DEN stakeholders
10. Participation in construction update meetings
11. Commission/Acceptance
12. Closeout activities

TASK ORDER IDENTIFICATION

The SVP of DEC, or the designated DEN representative, will issue to the Contractor, either via electronic delivery or hard copy, a Request for Proposal (RFP) or Task Notice for Proposal (TNP) for each specific Task Order. The Contractor will prepare and submit a proposal in the format specified in the RFP/TNP within 14 days of receipt of the signed RFP/TNP unless an alternate delivery duration is defined by the DEN. The RFP/TNPs may not always result in an executed Task Order.

Unless otherwise specified the RFP/TNP, the standard proposal method by the Contractor shall include the following as part of the comprehensive proposal:

1. Identification of a lump sum not-to-exceed Task Order value. The lump sum will be reflected in the schedule of values submitted after NTP.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

2. A schedule incorporating the method of delivery, the full scope of work and sequencing which will then be baselined for performance assessment and payment applications.
3. A narrative of the understanding of the requested Task Order scope including all assumptions, exclusions, constraints, sequencing, method of delivery, expenses, and breakdown of scope of work performed by prime contractor and all subcontractors.

DEN may require the Contractor to submit a proposal using other methods or with additional requirements as specified within the RFP/TNP.

DEN may issue the same TNP to multiple on-call contractors to compete the work among multiple companies. Any competitively bid Task Orders shall follow all proposal requirements as listed above.

The Contractor will be provided the specifications and criteria for the execution of each assigned Task Order(s). Technical specifications shall not be used between multiple tasks without written approval of the DEN Project Manager.

With respect to any work that is authorized by a Task Order issued prior to the contract completion date, but not completed by that date, the City shall have the option to terminate the work in progress and pay only for that portion of the work satisfactorily completed within the period of performance specified herein or to provide for, in writing, a limited extension of the contract completion date to complete the remaining work. In the event the completion date for a particular Task Order extends beyond the Expiration Date and the Agreement is thereby extended, the Task Orders still being performed shall be performed on the previously-issued terms and Contractor shall not be entitled to any modifications to the unit prices or other amounts except those required by Prevailing Wage law, approved hourly rate increases pursuant to the Agreement, or any additional compensation for extended overhead or added costs.

CONTRACTOR'S PERSONNEL ASSIGNED TO THIS AGREEMENT

The Contractor will assign a lead project manager to this Agreement who has experience and knowledge of construction industry standards. The project manager will be the contact person in dealing with the City on matters concerning this Agreement and will have the full authority to act for the Contractor's organization and at the direction of the SVP of DEC or the designated DEN representative. This project manager will remain on this Agreement during the entire Agreement term, while in the employ of the Contractor, or until such time that his / her performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the project manager.

Should the City request the removal of a project manager, the Contractor will replace that project manager with a person of similar or equal experience and qualifications. The replacement project manager is subject to the approval of the SVP of DEC or the designated DEN representative.

The Contractor may submit, and the City will consider a request for reassignment of a project manager, should the Contractor deem it to be in the best interest of the Contractor's organization or for that project

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

manager's career development or in the best interest of the City. Reassignment will be subject to the approval of the SVP of DEC or the designated DEN representative.

If the City allows the removal of a project manager, the replacement project manager must have similar or equal experience and qualifications to that of the original project manager. The replacement project manager's assignment to this Agreement is subject to the approval of the SVP of DEC or the designated DEN representative. The hourly rate for the new project manager shall be approved by DEC, and it will not exceed the rate for the outgoing project manager. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Contractor or its project manager.

DILIGENCE

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

CONSTRUCTION TASK ORDER EXECUTION

PRE-NTP MEETING

Individual pre-construction meetings will be held at the City's discretion on each issued Task Order prior to the issuance of each Notice to Proceed (NTP) with that Task Order.

TASK ORDER NOTICE TO PROCEED (NTP)

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

Notification: The City will provide written notification to the Contractor to proceed with a Task Order scope of work. This written notification will come in the form of a NTP letter. The Contractor will not be authorized to proceed with the work described in this Agreement, including a particular TNP and the City will not be obligated to fund any work performed by the Contractor, until the City has provided signed, written notification to the Contractor that the work is to be performed.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

Kick-off meeting: Following written notification to the Contractor to proceed with a Task Order scope of work, the City will schedule and hold a meeting with the Contractor and all stakeholders to review the scope of work and schedule, familiarize the Contractor with all internal processes, establish invoicing requirements, and establish required meetings dates. The City will provide bi-weekly training for the PMIS to Contractors as necessary.

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

CONSTRUCTION

Required Documentation: Unless specifically identified in the TNP, the Contractor will abide by DEC's reporting requirements and technical specifications for cost, schedule and change management.

Submittals: Following receipt of the executed Task Order and NTP letter, the Contractor will proceed with Task Order scope of work on all Task Order deliverables, submittals, meeting minutes, and change requests. All submittals shall include forms as directed by the Project Manager.

TASK ORDER CLOSEOUT

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

In accordance with the Special Conditions and General Specifications, the following tasks are a part of the timely closeout process and are required to complete the Task Order:

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

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

MISCELLANEOUS REQUIREMENTS

AIRPORT SECURITY REQUIREMENTS

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

EXISTING FACILITY INFORMATION

City Supplied Documents: As tasks are defined, DEN may make available, documents when they exist, related to that specific Task Order scope of work. These documents, when provided for a Task Order scope of work, will be considered by the Contractor as 'For Information Only' and will not represent any guarantee of existing conditions. The Contractor maintains the responsibility to their own due diligence in assessing existing conditions to the degree that they may accurately present a proposal with all stated inclusions and exclusions as required by the General Conditions. These documents include items such as:

1. Electronic files of Construction Drawings (Task Order Specific)
2. Available BIM files for areas of work (Task Order Specific)
3. Electronic copies of available Technical Specifications (Task Order Specific)
4. 3-D Scans of spaces (Task Order Specific)

OWNERSHIP OF PLANS AND DOCUMENTS

Documents prepared for the Project, whether in a tangible or intangible form, without limitation, are works for hire and will become the property of the City and County of Denver, whether the Project is completed or not. The overall design of the Project shall be unique to this Project, and the Consultant will not replicate or otherwise use the overall design of the Project for any other project. The Consultant may retain reproducible copies of such documents so long as the hard copy originals and electronic documents are delivered to the City. The City may use all documents prepared by the Consultant and/or its subconsultant to complete the Project and for additions to this Project and for other facilities developed by or on behalf of the City. The City agrees not to sell any such documents to others, except for a sale or assignment in connection with the sale of the Project. Any such use or reuse by the City or others for facilities developed by or on behalf of the City other than this Project, without written verification or adaptation by the Consultant for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant.

The City may grant the Consultant a nonexclusive license to use portions of the contents of the drawings, specifications and other documents on other projects except for any aggregation of items that would detract from the uniqueness of the overall design of this Project.

As provided in the contract, Article III, all writings or works of authorship, including, without limitation, all drawings and specifications and other documents, produced or authored by the Consultant and/or its

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

subconsultants while performing services for the City and developed for the City for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire or be within the description of the contract, Article III, Consultant irrevocably assigns to the City of the ownership of, and all rights of copyright in, such items, and the City will 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 Consultant agrees to give the City or its designees all assistance reasonably required to perfect such rights. All contracts entered into with the Consultant and between and/or its subconsultants will contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

REFERENCED FORMS

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

1. Fee Proposal Spreadsheet
2. Task Order Request for Proposal
3. Request for Proposal for Additional Services
4. Additional Services Authorization (for Design)
5. Final Lien Release – Professional Services
6. Professional Services Affidavit of Completion Letter
7. Final Statement of Accounting
8. Standard On-Call Cost Proposal Form
9. Daily Quality Control Inspector Report
10. Daily DEN Time and Materials Report
11. Request for Substitution
12. Request for Information
13. Final Pay Application
14. Checklist Certificate of Substantial Completion
15. Certificate of Final Completion and Acceptance of Work
16. Contractor Change Request (CCR), Change Directive Response (CDR), and Change Notice (CN) Checklist
17. Task Notice for Proposal (TNP) Closeout Checklist
18. Shutdown Request Form

END OF EXHIBIT

XV. **ATTACHMENT 10, COMPENSATION MANUAL & GUIDELINES**

COMPENSATION MANUAL & GUIDELINES

The compensation manual and guidelines relative 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.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

CONSTRUCTION COMPENSATION PROCESS

Office of Primary Responsibility: Design Engineering and Construction –
Project Delivery

Supersedes: COMPENSATION MANUAL & GUIDELINES, February 2025, REV 2

Certified by: Senior Director, Project Delivery

CONTENTS

DEFINITIONS 1

GENERAL GUIDELINES 2

 PAYMENT PROCEDURE 2

 PAYMENTS TO CONTRACTORS 3

 PAYMENTS TO SUBCONTRACTOR AND SUBCONTRACTOR RELEASES 4

FEE SPECIFIC GUIDELINES 4

 UNIT PRICE 4

 PAY APPLICATION REQUIREMENTS..... 4

 TIME AND MATERIALS (T&M) 5

 PAY APPLICATION REQUIREMENTS..... 5

OTHER GUIDELINES 6

DEFINITIONS

B2G – *Business-to-Government* system used by the City for contract and subcontractor management, including reporting of subcontractor payments.

CCD – *City and County of Denver**, the municipal government entity overseeing Denver International Airport and related public works.

C.R.S. – *Colorado Revised Statutes*, the codified general laws of the State of Colorado.

DEN – *Denver International Airport*, the owner and managing entity for airport construction and operations.

DSBO – *Division of Small Business Opportunity*, a division of DEN that oversees small business participation, including MBE/WBE compliance.

GMP – *Guaranteed Maximum Price*, a type of contract where the contractor is compensated for actual costs incurred plus a fee, subject to a maximum price.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

MWBE – *Minority or Women-Owned Business Enterprise*, a business that is at least 51% owned and operated by individuals from minority groups or women, as certified by the City or a recognized certifying agency.

NTE – *Not-to-Exceed*, a contractual cost ceiling that cannot be exceeded without written authorization.

OPR – *Office of Primary Responsibility*, in this document, Design Engineering and Construction – Project Delivery.

PM – *Project Manager*, the individual designated by DEN to manage and oversee the execution of the project.

T&M – *Time and Materials*, a type of contract under which payment is based on actual time worked and materials used.

GENERAL GUIDELINES

PAYMENT PROCEDURE

In accordance with General Contract Condition 902.3, it is amended by the addition of the following:

1. Where applicable, with respect to any Task Order issued hereunder, progress payments for the performance of any Work shall be based on completed Work estimates and shall be subject to the following requirements:
 - a. The Contractor shall submit a complete and separate application for payment for the Work estimates under each Task Order performed during the specified billing period.
 - b. Each submission of payment shall specify the percentage of the Work completed. This percentage shall be certified by the Contractor's Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate.
 - c. Each estimate of Work completed shall also specifically identify those MBE/WBE Subcontractors or Suppliers that the Contractor is utilizing on the Project pursuant to the requirements of Article VII, Divisions 1 and 3 of Chapter 28 of the Denver Revised Municipal Code, as applicable.
 - d. Each estimate of Work for each Task Order performed shall be submitted using a separate Application for Progress Payment Task Order Contracts, accompanied by either duplicate sets of verified Contractor's Certifications of Payment or by verified Partial Release of Contractor forms from each subcontractor and supplier. Each estimate of Work completed shall also be accompanied by the following:
 - i. A written Schedule of Values, which sets out the quantities and costs for the Project; and
 - ii. The Contractor's Project Engineer/Manager's, or Consulting Architect or Engineer, as applicable, estimated statement of the percentage of Work completed for each line

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

item of cost for which the City has promised to pay the Contractor. The Contractor shall also submit to the Auditor and other appropriate officials of the City, in a timely fashion, all information required by General Conditions Title 10.

- e. The estimate of the percentage of Work completed shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated, that the quality of the Work covered by the estimate is in accordance with the Contract or Task Order Documents, that each obligation covered by the estimate (except as otherwise noted), and the payments required will be used to discharge such obligation unless previously discharged; and that the Contractor is entitled to payment in the amount requested. The Project Engineer/Manager or the Consulting Architect or Engineer, as appropriate, with the assistance of input from the Project Construction Manager, in the event that such has been retained, will also verify the estimate of Work completed prior to any acceptance by the City.

2. The Contractor warrants that:

- a. Title to Work covered by an estimate of Work completed will pass to the City by incorporation into the completed Work;
 - i. Work covered by previous estimates of Work completed is free and clear of liens, claims, security interests, or encumbrances, hereinafter referred to as “liens,” except for any interest created by retainage; and
 - ii. No Work covered by an estimate of Work completed will have been acquired by the Contractor or any other person or entity performing Work at the work site or furnishing materials or equipment for the Project, and no work covered by any estimate is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person or entity.
 - iii. Approval of an estimate of Work completed or actual payment shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any estimate item.
- b. The final submission for payment shall also be accompanied by Final Lien Release forms from each subcontractor and supplier.
- c. Receipt of Contractor’s Certifications of Payment forms by the City hereunder shall not act to impair the City’s obligations imposed by Colorado Revised Statutes (“C.R.S.”) § 38-26-107 or successor statute.

PAYMENTS TO CONTRACTORS

To the fullest possible within the financial payment system, the City shall be entitled to all non-confidential records, reports, data, and other information related to the Project that is available to the Contractor through the financial payment system, including but not limited to information related to Contractor and subcontractor billings. To that end, the Contractor shall activate any available settings within the financial payment system that are necessary to grant the City access to such non-confidential information related

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

to the Contract or Task Order and the Project. Payment applications shall be based on the Contract or Task Order Unit Prices or the approved Schedule of Values described in GC 903.1.

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

1. Agency/Firm
2. DEN Division CA
3. DEN Division PM
4. DEN Division Supervisor
5. DEN Division Director
6. DEN Division CA
7. CCD Denver Prevailing Wage
8. DEN DSBO

PAYMENTS TO SUBCONTRACTOR AND SUBCONTRACTOR RELEASES

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 the amount of payment received for services performed during the prior billing period.

FEE SPECIFIC GUIDELINES

UNIT PRICE

PAY APPLICATION REQUIREMENTS

Quantity Measurement and Verification: Quantities included on a pay application shall have been measured and verified by a mutually agreed-upon independent surveyor, inspector, or through joint measurement by the City and the Contractor.

Each Unit Price Pay Application shall include the following:

1. Detailed Breakdown: A detailed breakdown of quantities of Work performed, including the units of measure and unit prices as specified in the Contract or Task Order.
2. Supporting Documentation: Copies of measurement records, delivery tickets, and other documents that substantiate the quantities and unit prices listed in the application.
3. Quantity Calculations: Documentation supporting the calculated quantities of Work performed, including any adjustments due to field conditions or changes in scope.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

4. Change Orders: Documentation of any approved Change Orders that impact unit prices or quantities, with a detailed account of their effect on the total payment.
5. Subcontractor Costs: Detailed breakdowns and supporting documentation for all subcontracted work, including quantities and unit prices.

Quantity Measurement and Verification: The quantities of completed work items shall be measured and verified in accordance with industry standards and accepted engineering practices. The City reserves the right to conduct inspections and certifications as necessary to ensure the accuracy of quantity measurements.

Payment for Mobilization and Demobilization: Mobilization and demobilization costs may be included as separate unit price items or incorporated into the unit prices for specific work items. The method of payment shall be specified in the Contract or Task Order.

TIME AND MATERIALS (T&M)

PAY APPLICATION REQUIREMENTS

Not-to-exceed Limits: For specific work items or phases, the Contract or Task Order documents may establish not-to-exceed limits on the total costs. The Contractor shall not exceed these limits without prior written approval from the City.

Detailed Time Tracking: The Contractor shall maintain detailed time records for all labor costs, including the date, employee name, task definition, and hours worked. These records shall be made available for City review upon request.

Materials Tracking: The Contractor shall maintain detailed records for all materials costs, including the date, material name, task definition, and applicable taxes. These records shall be made available for City review upon request.

Each T&M Pay Application shall include the following:

1. Detailed Invoice: A detailed breakdown of labor hours, material costs, equipment usage, and any other direct costs, including the rates and quantities as specified in the Contract or Task Order.
2. Supporting Documentation: Copies of invoices, receipts, and other documents that substantiate the costs listed in the pay application. Supporting documentation must include detailed invoices, proof of payment, and lien waivers for all subcontracted work.
3. Labor Costs: Document labor hours, including employee names, classifications, hourly rates, and total labor costs.
4. Material Costs: Invoices or receipts for all materials used in the Work, including delivery and handling charges.
5. Equipment Costs: Records of equipment usage, including hours of operation, rental rates, standby rates, and total equipment costs.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

6. **Subcontractor Costs:** Detailed breakdowns and supporting documentation for all subcontracted work, including labor, materials, and equipment costs. Subcontractor costs must include detailed invoices, proof of payment, and lien waivers for all subcontracted work.

Allowable Costs: Reimbursable costs shall be limited to those costs that are directly attributable to the performance of the Work and that are reasonable, necessary, and allowable. Allowable costs shall include, but not be limited to:

1. **Direct costs:** Labor, materials, equipment, and other costs directly incurred in the performance of the Work.

Labor Rates: The hourly rates for different labor classifications shall be specified in the Contract or Task Order. These rates shall include any applicable and approved overtime or premium pay.

Material Costs: The Contractor shall provide detailed documentation to support all material cost reimbursements. Such documentation shall include, but not be limited to:

1. Invoices
2. Receipts
3. Material requisitions

Equipment Costs: The rates for equipment usage shall be specified in the Contract or Task Order. These rates shall include rental rates or ownership costs, as well as any applicable taxes, fuel, or maintenance charges.

Markup: A markup percentage shall be applied to the actual costs to cover overhead and profit. The markup percentage shall be specified in the Contract or Task Order.

Maximum Reimbursable Costs: If applicable, the maximum reimbursable costs shall be specified in the Contract or Task Order. The Contractor shall be responsible for managing costs within the established limits.

Cost Documentation: The Contractor shall submit detailed and accurate documentation to support all cost reimbursement requests. Such documentation shall include, but not be limited to:

1. Timesheets
2. Equipment usage records
3. Material cost documentation
4. Other relevant supporting materials

OTHER GUIDELINES

Costs for all Pay Applications that are not reimbursable shall include, but not be limited to:

1. Unreasonable or excessive costs.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

2. Costs incurred prior to the effective date of the Contract or Task Order.
3. Costs incurred for work that is not authorized under the Contract or Task Order.
4. Costs that are duplicated or otherwise are not necessary for the performance of the Work.

Cost Control and Reporting: The Contractor shall be responsible for implementing and maintaining effective cost-control measures. The Contractor shall submit regular cost reports to the City, including projections of future costs and any potential cost overruns. The Contractor shall submit monthly cost reports detailing all expenditures to date, including a breakdown of direct and indirect costs. The City reserves the right to conduct periodic project accounting reviews to verify the accuracy of the reported costs and ensure compliance with the contract terms.

Daily Reports: The Contractor shall provide detailed daily reports documenting labor hours, materials used, and equipment utilized. These reports should be used to facilitate accurate billing and cost tracking.

Audit Rights: The City shall have the right to audit the Contractor's cost records and accounting procedures at any time during the performance of the Contract or Task Order. The Contractor shall provide the City with full access to all relevant documentation.

END OF EXHIBIT

XVI. **ATTACHMENT 11, CONTRACTOR PERFORMANCE REVIEW PROCESS**

CONTRACTOR PERFORMANCE REVIEW PROCESS

The contractor performance review process relative 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.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

CONTRACTOR PERFORMANCE REVIEW PROCESS

OPR: Design Engineering and Construction –
Project Delivery
Supersedes: None
Certified by: Senior Director, Project Delivery

CONTENTS

INTRODUCTION 1

CONTRACTOR PERFORMANCE REVIEWS 2

 Performance Evaluation 2

 Criteria for Evaluation 2

 Review Process 2

 Consequences of Unsatisfactory Performance 3

 Frequency of Reviews 3

 Records and Documentation 3

DEFINITIONS

City: See Title 1 of the Standard Specifications for Construction General Contract Conditions, 2011 Edition.

Contractor: See Title 1 of the Standard Specifications for Construction General Contract Conditions, 2011 Edition.

DEN (Denver International Airport): The owner and operating authority of airport facilities, represented by the Department of Aviation, including its Design, Engineering, and Construction Division.

Performance Evaluation: A formal process conducted by DEN to assess a Contractor’s performance based on established criteria, including quality, safety, timeliness, communication, and regulatory compliance.

Review: The City’s formal assessment of the Contractor's performance, which may result in feedback, corrective actions, or consequences depending on the outcome.

Subcontractor: See Title 1 of the Standard Specifications for Construction General Contract Conditions, 2011 Edition.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

Corrective Action Plan: A documented plan submitted by the Contractor in response to unsatisfactory performance findings, detailing steps to address deficiencies and improve outcomes.

Contractor Prequalification Board: A board within the City and County of Denver responsible for evaluating contractor qualifications for future work. Contractor performance review records may be referred to this board.

INTRODUCTION

The City and County of Denver's Department of Aviation (DEN) has initiated a contractor performance review process for the General Construction Contracts. DEN's Design, Engineering, and Construction division will evaluate and record the contractor's overall performance to determine whether the contractor is fulfilling its obligations on the current contract and to assess the contractor's suitability to perform future GC-related work for DEN.

CONTRACTOR PERFORMANCE REVIEWS

PERFORMANCE EVALUATION

The City will periodically conduct performance reviews of the Contractor throughout the contract term. The reviews will assess the Contractor's adherence to the criteria for evaluation as deemed relevant by the City.

CRITERIA FOR EVALUATION

Performance evaluations will be based on, but not limited to (in no particular order), the following factors:

1. Timeliness, completeness, and accuracy of work.
2. Quality of materials, equipment, and craftsmanship.
3. Compliance with safety regulations and best practices.
4. Responsiveness and communication with the City and any relevant stakeholders.
5. Adherence to the project schedule and budget.
6. Environmental and regulatory compliance.
7. Resolution of any claims, disputes, or corrective actions.
8. Management of Sub-Contractors.

REVIEW PROCESS

Upon completion of each performance review, the City will provide the Contractor with written feedback detailing areas of performance that meet expectations and areas requiring improvement. The Contractor will have 14 calendar days to respond in writing, acknowledging the feedback and outlining any corrective actions taken or proposed.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

CONSEQUENCES OF UNSATISFACTORY PERFORMANCE

In the event of consistently unsatisfactory performance, as determined by the City, the Contractor may be subject to one or more of the following actions:

1. Corrective action plan outlining specific steps to address performance issues.
2. Suspension or termination of the contract by the termination provisions of this agreement.
3. Deductions for failure to meet established performance benchmarks, as specified in the contract or task order.
4. Referral of documented performance to the City and County of Denver Contractor Prequalification Board

FREQUENCY OF REVIEWS

Performance evaluations are generally conducted annually, with a final assessment upon contract closeout. Additional evaluations may be scheduled as deemed necessary.

RECORDS AND DOCUMENTATION

The City shall maintain records of all performance reviews and any related correspondence, which shall be available to the Contractor upon request. Such records may be used as evidence in any dispute resolution process or in evaluating the Contractor's suitability for future contracts with the City.

END OF EXHIBIT

XVII. ATTACHMENT 12, SPECIAL CONDITIONS

SPECIAL CONDITIONS

The special conditions relative 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.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

STANDARD SPECIFICATIONS FOR CONSTRUCTION, SPECIAL CONTRACT CONDITIONS

Office of Primary Responsibility: Design Engineering and Construction –
Project Delivery Office

Supersedes: STANDARD SPECIFICATIONS FOR CONSTRUCTION, SPECIAL CONTRACT CONDITIONS, FEBRUARY
2025, REV 3

Certified by: Senior Director, Project Delivery

CONTENTS

TITLE 1	DEFINITIONS	8
SC-101	CITY.....	8
SC-102	CONTRACT	8
SC-103	CONTRACT AMOUNT	8
SC-104	CONTRACT DOCUMENTS.....	8
SC-105	CONTRACT TIME.....	9
SC-106	CONTRACTOR	9
SC-107	CONTRACTOR PERSONNEL	9
SC-108	DAYS.....	9
SC-109	DEPUTY MANAGER	9
SC-110	DESIGNER	9
SC-111	FINAL COMPLETION	9
SC-112	MANAGER.....	9
SC-113	PRODUCT DATA	9
SC-114	PROJECT	10
SC-115	PROJECT MANAGER.....	10
SC-116	SAMPLES	10
SC-117	SHOP DRAWINGS.....	10
SC-118	SUBCONTRACTOR.....	10
SC-119	SUBSTANTIAL COMPLETION.....	10
SC-120	SUPPLIER.....	10

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
 DENVER INTERNATIONAL AIRPORT
 8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-121	WORK	10
TITLE 2	CITY ADMINISTRATIVE ORGANIZATIONS; LINE OF AUTHORITY	10
SC-201	DEPARTMENT OF AVIATION	10
SC-202	MANAGER OF AVIATION	11
SC-203	DEPARTMENT OF PUBLIC WORKS.....	11
SC-204	MANAGER OF PUBLIC WORKS.....	11
SC-205	BUILDING INSPECTION.....	11
SC-206	ZONING	11
SC-207	DIVISION OF SMALL BUSINESS OPPORTUNITY	11
SC-208	CITY AUDITOR	11
SC-209	MANAGER OF FINANCE	11
SC-210	CITY ATTORNEY	11
SC-211	OFFICE OF RISK MANAGEMENT.....	11
SC-212	CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY	11
SC-213	CITY'S COMMUNICATIONS WITH THE CONTRACTOR.....	12
TITLE 3	CONTRACTOR PERFORMANCE AND SERVICES	12
SC-301	CONSIDERATION (CONTRACTOR'S PROMISE OF PERFORMANCE)	12
SC-302	NOTICE TO PROCEED AND COMPLETION OF THE WORK	12
SC-303	EXACT CONTRACTOR PERFORMANCE.....	13
SC-304	SUBSTITUTED PERFORMANCE	13
SC-305	WORK PERFORMED UNDER ADVERSE WEATHER CONDITIONS	13
SC-306	WORKING HOURS AND SCHEDULE.....	13
SC-307	CONTRACTOR'S SUPERINTENDENT.....	13
SC-308	COMMUNICATIONS.....	13
SC-309	CONTRACTOR SUBMITTALS AND OTHER WRITTEN COMMUNICATIONS TO THE CITY.....	14
SC-310	COMPETENCE OF CONTRACTOR'S WORK FORCE	14
SC-311	NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT.....	14
SC-312	CONDUCT OF CONTRACTOR'S PERSONNEL.....	14
SC-313	SUGGESTIONS TO CONTRACTOR	14
SC-314	WORK FORCE	14

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
 DENVER INTERNATIONAL AIRPORT
 8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-315	CONSTRUCTION MACHINES AND STANDBY EQUIPMENT.....	14
SC-316	CUTTING AND PATCHING THE WORK.....	15
SC-317	PERMITS AND LICENSES	15
SC-318	CONSTRUCTION SURVEYS.....	15
SC-319	PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS.....	15
SC-320	TRADEMARKS, COPYRIGHTS AND PATENTED DEVICES, MATERIALS, AND PROCESSES...	15
SC-321	PROJECT SIGNS.....	15
SC-322	PUBLICITY AND ADVERTISING	15
SC-323	TAXES	15
SC-324	DOCUMENTS AND SAMPLES AT THE SITE.....	15
SC-325	CLEANUP DURING CONSTRUCTION.....	15
SC-326	SANITARY FACILITIES	15
SC-327	POWER, LIGHTING, HEATING, VENTILATING, AIR CONDITIONING AND WATER SERVICES	15
TITLE 4	CONTRACT DOCUMENTS (DRAWINGS AND SPECIFICATIONS)	16
SC-401	CONTRACT DOCUMENTS - REVIEW AND INTERPRETATION	16
SC-402	OWNERSHIP OF CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS	16
SC-403	CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR	16
SC-404	REQUESTS FOR INFORMATION OR CLARIFICATION	17
SC-405	SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.....	17
SC-406	SUBSTITUTION OF MATERIALS AND EQUIPMENT	17
TITLE 5	SUBCONTRACTS.....	17
SC-501	SUBCONTRACTS	17
SC-502	SUBCONTRACTOR ACCEPTANCE	17
TITLE 6	TIME OF COMMENCEMENT AND COMPLETION	17
SC-601	BEGINNING, PROGRESS AND TIME OF COMPLETION	17
SC-602	LIQUIDATED DAMAGES, ADMINISTRATIVE COSTS; ACTUAL DAMAGES	18
SC-603	DELAY DAMAGES.....	18
TITLE 7	COOPERATION, COORDINATION AND RATE OF PROGRESS	19
SC-701	COOPERATION WITH OTHER WORK FORCES	19

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
 DENVER INTERNATIONAL AIRPORT
 8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-702	COORDINATION OF THE WORK.....	19
SC-703	COORDINATION OF PUBLIC CONTACT	19
SC-704	RATE OF PROGRESS	20
TITLE 8	PROTECTION OF PERSONS AND PROPERTY	21
SC-801	SAFETY OF PERSONS.....	21
SC-802	PROTECTIVE DEVICES AND SAFETY PRECAUTIONS	21
SC-803	PROTECTION OF PROPERTY AND WORK IN PROGRESS	21
SC-804	PROTECTION OF MUNICIPAL, PUBLIC SERVICE OR UTILITY SYSTEMS	21
SC-805	PROTECTION OF STREET AND ROAD SYSTEM	21
SC-806	PROTECTION OF DRAINAGE WAYS	21
SC-807	PROTECTION OF THE ENVIRONMENT	21
SC-808	HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES.....	21
SC-809	ARCHEOLOGICAL AND HISTORICAL DISCOVERIES	22
TITLE 9	COMPENSATION.....	22
SC-901	CONSIDERATION (CITY'S PROMISE TO PAY)	22
SC-902	PAYMENT PROCEDURE	22
SC-903	SCHEDULE OF VALUES IN LUMP SUM CONTRACTS	22
SC-904	UNIT PRICE CONTRACTS.....	22
SC-905	PROGRESS PERIOD	22
SC-906	APPLICATIONS FOR PAYMENT	23
SC-907	RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT	23
SC-908	RETAINAGE	23
SC-909	ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS	23
SC-910	FINAL ESTIMATE AND PAYMENT	24
SC-911	ACCOUNTING OF COSTS AND AUDIT.....	24
TITLE 10	WAGES.....	24
SC-1001	PREVAILING WAGE ORDINANCE	24
SC-1002	POSTING OF THE APPLICABLE WAGE RATES	24
SC-1003	RATE AND FREQUENCY OF WAGES PAID.....	24
SC-1004	REPORTING WAGES PAID.....	24

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
 DENVER INTERNATIONAL AIRPORT
 8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-1005	FAILURE TO PAY PREVAILING WAGES	24
TITLE 11	CHANGES IN THE WORK, CONTRACT PRICE OR CONTRACT TIME.....	24
SC-1101	CHANGE ORDER	24
SC-1102	CITY INITIATED CHANGES	25
SC-1103	CONTRACTOR CHANGE REQUEST.....	25
SC-1104	ADJUSTMENT TO CONTRACT AMOUNT.....	25
SC-1105	TIME EXTENSIONS	25
TITLE 12	CONTRACTOR CLAIMS FOR ADJUSTMENT AND DISPUTES.....	25
SC-1201	NOTICE OF INTENT TO CLAIM.....	25
SC-1202	SUBMITTAL OF CLAIMS	25
SC-1203	WAIVER OF CLAIMS	25
TITLE 13	DISPUTES	26
SC-1301	DISPUTES	26
TITLE 14	SITE CONDITIONS.....	26
SC-1401	DIFFERING SITE CONDITIONS.....	26
SC-1402	SITE INSPECTIONS AND INVESTIGATIONS.....	26
TITLE 15	PERFORMANCE AND PAYMENT BONDS	26
SC-1501	SURETY BONDS.....	26
SC-1502	PERFORMANCE BOND	27
SC-1503	PAYMENT BOND	27
TITLE 16	INSURANCE AND INDEMNIFICATION	27
SC-1601	INSURANCE	27
SC-1602	DEFENSE AND INDEMNIFICATION.....	27
TITLE 17	INSPECTION AND DEFECTS.....	27
SC-1701	CONSTRUCTION INSPECTION BY THE CITY	27
SC-1702	AUTHORITY OF INSPECTORS.....	27
SC-1703	OBSERVABLE DEFECTS.....	27
SC-1704	DEFECTS - UNCOVERING WORK	28
SC-1705	LATENT DEFECTS.....	28
SC-1706	REMOVAL OF DEFECTIVE MATERIALS AND WORK.....	28

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
 DENVER INTERNATIONAL AIRPORT
 8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

TITLE 18	WARRANTIES, GUARANTEES AND CORRECTIVE WORK	28
SC-1801	CONTRACTOR'S WARRANTIES, GUARANTEES AND CORRECTION OF WORK.....	28
SC-1802	PERFORMANCE DURING WARRANTY PERIOD	28
TITLE 19	SUBSTANTIAL COMPLETION OF THE WORK.....	28
SC-1901	CONTRACTOR'S NOTICE OF SUBSTANTIAL COMPLETION	28
SC-1902	INSPECTION AND PUNCH LIST	28
SC-1903	CERTIFICATE OF SUBSTANTIAL COMPLETION	28
SC-1904	RIGHT OF EARLY OCCUPANCY OR USE	28
TITLE 20	FINAL COMPLETION AND ACCEPTANCE OF WORK	29
SC-2001	CLEAN-UP UPON COMPLETION	29
SC-2002	FINAL COMPLETION AND ACCEPTANCE OF THE WORK	29
SC-2003	FINAL SETTLEMENT	29
TITLE 21	SUSPENSION OF WORK	29
SC-2101	SUSPENSION OF WORK.....	29
SC-2102	SUSPENSION OF THE WORK FOR THE CITY'S CONVENIENCE	29
SC-2103	SUSPENSION BECAUSE OF ORDER OF CITY, STATE OR FEDERAL COURT OR AGENCY	29
SC-2104	SUSPENSION RESULTING FROM CONTRACTOR'S FAILURE TO PERFORM	29
TITLE 22	CITY'S RIGHT TO TERMINATE THE CONTRACT	29
SC-2201	TERMINATION OF CONTRACT FOR CAUSE	29
SC-2202	TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY	29
TITLE 23	MISCELLANEOUS PROVISIONS.....	30
SC-2301	PARTIES TO THE CONTRACT	30
SC-2302	FEDERAL AID PROVISIONS.....	30
SC-2303	NO WAIVER OF RIGHTS.....	30
SC-2304	NO THIRD PARTY BENEFICIARY	30
SC-2305	GOVERNING LAW; VENUE.....	30
SC-2306	ABBREVIATIONS	30
SC-2307	STATUTE OF LIMITATIONS IN C.R.S. § 13-80-102(1)(h)	30
TITLE 24	DEN PROVISIONS	30
SC-2401	VEHICLE PERMITTING.....	30

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-2402	PROHIBITION ON USE OF CCA-TREATED WOOD PRODUCTS.....	30
SC-2403	WAIVER OF: PART 8 OF ARTICLE 20 OF TITLE 13, COLORADO REVISED STATUTES.	31
SC-2404	DISCOUNTS, REBATES AND REFUNDS.....	31
SC-2405	SECURITY AND PERSONNEL ACCESS.....	31
TITLE 25	FEDERAL PROVISIONS	33

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

The City and County of Denver (“City”) Construction Contract General Conditions, which constitute a part of the Contract Documents, are outlined 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 (informally referred to as the “Yellow Book”). The General Contract Conditions are also available at:

<https://www.denvergov.org/content/dam/denvergov/Portals/743/documents/2011%20DENVER%20GENERAL%20CONTRACT%20CONDITIONS.pdf>.

The following are listed and deemed as "Special Conditions" (“SC”) as listed in the terms and definitions of the contract documents, the Standard Specifications for Construction, and General Contract Conditions.

TITLE 1 DEFINITIONS

SC-101 CITY

Reserved.

SC-102 CONTRACT

Reserved.

SC-103 CONTRACT AMOUNT

Reserved.

SC-104 CONTRACT DOCUMENTS

- .1 [FOR TASK ORDER BASED CONTRACTS] General Condition 104 is hereby amended to include: The City, through DEN, will provide the following Contract Documents to the Contractor in electronic format at no expense to the Contractor:

- A. Document(s):

- (1) Documents to be listed with each Task Order proposal.

- B. Drawings: The City will provide drawings and specifications specific to the work contemplated at the time that the DEN solicits the Contractor’s proposal for the work contemplated. Final versions of these drawings and specifications will be provided to the Contractor and incorporated, as applicable, and shall become Contract Documents. Additional copies of the Contract Documents may be furnished to the Contractor at the Contractor’s expense. The Contractor shall be responsible for supplying all subcontractors with copies of the Contract Documents at the Contractor’s expense.

- (1) Drawings to be listed with each Task Order proposal.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

- .2 Additional copies of the Contract Documents may be furnished to the Contractor at the Contractor's expense. The Contractor shall be responsible for supplying all subcontractors with copies of the Contract Documents at the Contractor's expense. If Sensitive Security Information ("SSI") is provided to the Contractor, the Contractor shall comply with 49 C.F.R. § 1520 or its successor.

SC-105 CONTRACT TIME

Reserved.

SC-106 CONTRACTOR

Reserved.

SC-107 CONTRACTOR PERSONNEL

Reserved.

SC-108 DAYS

Reserved.

SC-109 DEPUTY MANAGER

Reserved.

SC-110 DESIGNER

- .1 [FOR ALL TASK ORDER CONTRACTS] General Condition 110, DESIGNER, is hereby amended to include:
- A. Certain Task Orders under this Contract may require the Contractor to include design activities. In this case, the professional service is listed as a subcontractor. It is assumed that the Contractor shall correct any professional liability claims made by the City.
 - B. The Contractor shall submit reviews of any design in accordance with the Task Order Scope of Work and per the DEN Design Standards Manuals found at this link:
<https://www.flydenver.com/business-and-community/tenant-information/>

SC-111 FINAL COMPLETION

Reserved.

SC-112 MANAGER

Reserved.

SC-113 PRODUCT DATA

Reserved.

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-114 PROJECT

Reserved.

SC-115 PROJECT MANAGER

Reserved.

SC-116 SAMPLES

Reserved.

SC-117 SHOP DRAWINGS

Reserved.

SC-118 SUBCONTRACTOR

Reserved.

SC-119 SUBSTANTIAL COMPLETION

Reserved.

SC-120 SUPPLIER

Reserved.

SC-121 WORK

- .1 [FOR ALL CONTRACTS] General Condition 121, WORK, is hereby amended to include: “The terms “Scope of Work” or “Work” shall be included in the definition of WORK and have the meaning set forth in the Scope of Work and elsewhere in the Contract and Contract Documents.”

TITLE 2 CITY ADMINISTRATIVE ORGANIZATIONS; LINE OF AUTHORITY

SC-201 DEPARTMENT OF AVIATION

- .1 [FOR ALL CONTRACTS] The second sentence of General Condition 201, DEPARTMENT OF AVIATION (“DEN” or “Airport”), is amended to read: “The unit responsible for this management and control is the Design, Engineering, and Construction Division (“DEC”) under the supervision of the Senior Vice President for the Design, Engineering, and Construction Division.

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-202 MANAGER OF AVIATION

Reserved.

SC-203 DEPARTMENT OF PUBLIC WORKS

Reserved.

SC-204 MANAGER OF PUBLIC WORKS

Reserved.

SC-205 BUILDING INSPECTION

Reserved.

SC-206 ZONING

Reserved.

SC-207 DIVISION OF SMALL BUSINESS OPPORTUNITY

Reserved.

SC-208 CITY AUDITOR

Reserved.

SC-209 MANAGER OF FINANCE

Reserved.

SC-210 CITY ATTORNEY

Reserved.

SC-211 OFFICE OF RISK MANAGEMENT

Reserved.

SC-212 CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY

.1 [FOR ALL CONTRACTS] In accordance with General Condition 212, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the City's line of authority for the administration of this Contract is:

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

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
 DENVER INTERNATIONAL AIRPORT
 8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

- B. Executive Vice President – Chief Construction and Infrastructure Officer (“EVP-CCIO”), who reports to the CEO. Executive Office, 9th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.
- C. Senior Vice President – Design, Engineering, and Construction f/k/a Airport Infrastructure Management (“SVP-DEC”) who reports to the EVP-CCIO. DEC, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.
- D. Senior Director of Project Delivery, who reports to the SVP-DEC. DEC, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.
- E. Director of Infrastructure, who reports to the Senior Director of Project Delivery. DEC, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.
- F. The Project Manager is the City representative with day-to-day administrative responsibility for this Contract and reports to the Director of Facility Design and Construction. All notices, requests, pay applications (pursuant to General Condition 902), and other correspondence from the Contractor shall be sent to the assigned Project Manager unless otherwise provided in this Contract.
- G. The CEO may occasionally substitute a different City official as the designated “SVP-DEC” hereunder, and any such change will be effective upon the issuance of written notice to the Contractor, which identifies the successor SVP-DEC. The SVP-DEC 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, the Project Manager.

SC-213 CITY’S COMMUNICATIONS WITH THE CONTRACTOR

Reserved.

TITLE 3 CONTRACTOR PERFORMANCE AND SERVICES**SC-301 CONSIDERATION (CONTRACTOR’S PROMISE OF PERFORMANCE)**

Reserved.

SC-302 NOTICE TO PROCEED AND COMPLETION OF THE WORK

- .1 [FOR TASK ORDER CONTRACTS] General Condition 302, NOTICE TO PROCEED AND COMPLETION OF THE WORK is hereby amended with the following:
 - A. Initial Contract award is not authorization for the Contractor to proceed with the Work or to proceed with mobilization. The SVP-DEC will issue subsequent Notice to Proceeds (“NTP”) authorizing Work and/or mobilization via Task Order(s).
 - B. Upon issuance of the Task Order NTP, the Contractor is authorized to incur reimbursable costs related to insurance, payment and performance bonds, and other essential activities

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

such as security access (vehicular access and personnel badging). Home office overhead, core staff, and other allowable general conditions costs are not authorized under the initial NTP.

- C. Core staff and agreed-upon general conditions costs are authorized only once the Work is authorized pursuant to any NTP pursuant to a Task Order issued by the City, and only for the duration stated in the Task Order and NTP.
- D. Solicitations for Task Order pricing proposals shall not authorize the Contractor to accumulate reimbursable costs. Costs for Task Order proposal preparation, Task Order negotiation, and change order negotiations shall not be reimbursable. Upon the Substantial Completion of Work under any subsequent NTP, including a subsequent NTP and/or Task Order, whichever is applicable, reimbursement for these general condition costs expires unless otherwise agreed to in writing and authorized by the Project Manager, limited to the sole and only purpose of facilitating Final Completion of the authorized Work. Any costs the Contractor incurs, except for those allowed under the Initial NTP, after substantial completion without written authorization by the Project Manager shall be absorbed by the Contractor and shall be at the Contractor's own risk.
- E. If any Milestones are described in the Contract Documents, the Work described for each Milestone shall be accomplished in accordance with the Contract Documents within the specified Contract Time.

SC-303 EXACT CONTRACTOR PERFORMANCE

Reserved.

SC-304 SUBSTITUTED PERFORMANCE

Reserved.

SC-305 WORK PERFORMED UNDER ADVERSE WEATHER CONDITIONS

Reserved.

SC-306 WORKING HOURS AND SCHEDULE

Reserved.

SC-307 CONTRACTOR'S SUPERINTENDENT

Reserved.

SC-308 COMMUNICATIONS

- .1 [FOR ALL CONTRACTS] General Condition 308, COMMUNICATIONS, is hereby amended to include:

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

- A. The Contract or shall be required to use the designated Project Management Information System (“PMIS”) as specified by DEN to ensure compliance with project controls, information management, data analysis, and document control requirements. DEN will provide access, licensing, and necessary training for the designated PMIS.
- B. The Contractor shall be responsible for providing and maintaining the necessary computer hardware, software, and system environment compatible with the PMIS and project controls requirements. This includes ensuring connectivity, operating system compatibility, and support for required applications.
- C. All system requirements and specifications are subject to modification at DEN’s sole discretion. The Contractor shall adhere to all project controls, technical specifications, and process guidelines as outlined by DEN.

SC-309 CONTRACTOR SUBMITTALS AND OTHER WRITTEN COMMUNICATIONS TO THE CITY

Reserved.

SC-310 COMPETENCE OF CONTRACTOR’S WORK FORCE

Reserved.

SC-311 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT

- .1 [FOR ALL CONTRACTS] General Condition 311, NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE CONTRACT, is hereby deleted and replaced with the following:
This requirement has been repealed and is no longer applicable.

SC-312 CONDUCT OF CONTRACTOR'S PERSONNEL

Reserved.

SC-313 SUGGESTIONS TO CONTRACTOR

Reserved.

SC-314 WORK FORCE

Reserved.

SC-315 CONSTRUCTION MACHINES AND STANDBY EQUIPMENT

Reserved.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-316 CUTTING AND PATCHING THE WORK

Reserved.

SC-317 PERMITS AND LICENSES

Reserved.

SC-318 CONSTRUCTION SURVEYS

Reserved.

SC-319 PRESERVATION OF PERMANENT LAND SURVEY CONTROL MARKERS

Reserved.

**SC-320 TRADEMARKS, COPYRIGHTS AND PATENTED DEVICES, MATERIALS,
AND PROCESSES**

Reserved.

SC-321 PROJECT SIGNS

Reserved.

SC-322 PUBLICITY AND ADVERTISING

Reserved.

SC-323 TAXES

Reserved.

SC-324 DOCUMENTS AND SAMPLES AT THE SITE

Reserved.

SC-325 CLEANUP DURING CONSTRUCTION

Reserved.

SC-326 SANITARY FACILITIES

Reserved.

**SC-327 POWER, LIGHTING, HEATING, VENTILATING, AIR CONDITIONING AND
WATER SERVICES**

Reserve.

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

TITLE 4 CONTRACT DOCUMENTS (DRAWINGS AND SPECIFICATIONS)

SC-401 CONTRACT DOCUMENTS - REVIEW AND INTERPRETATION

Reserved.

SC-402 OWNERSHIP OF CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS

Reserved.

SC-403 CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR

- .1 [FOR ALL CONTRACTS] General Conditions 403, CONTRACT DRAWINGS AND TECHNICAL SPECIFICATIONS ISSUED TO THE CONTRACTOR, is hereby deleted and replaced with the following: Contractor must maintain a digital set of Contract Drawings, Technical Specifications, and digital model of the Work, utilizing Building Information Modeling (BIM) and Virtual Design and Construction (VDC) practices, in the City's Common Data Environment (CDE) and in a format compatible with the City's BIM requirements for the purpose of recording "as-built" conditions in order to develop and maintain a record of the construction of the Work. In this digital set, the contractor shall record daily all changes and deviations to a level of development defined within the City to reflect as-built conditions accurately throughout the construction process. This document shall serve as the primary record of all changes, deviations, and construction progress.
 - A. Change and Deviation Documentation: The Contractor shall utilize the CDE to document all changes and deviations from Contract Drawings and Technical Specifications, regardless of their perceived significance. This documentation shall include:
 - (1) The nature of the change or deviation
 - (2) Date of occurrence
 - (3) Location within the project area
 - (4) Authorization for the change (if applicable)
 - B. Digital As-Built Delivery: In-progress as-builts shall be delivered at time of Substantial Completion and at any beneficial use or other handover identifying scope of handover and documentation with final as-builts to follow within thirty (30) days of respective turnover. Prior to Final Completion, the Contractor shall deliver a final, comprehensive as-built set and model that accurately reflects the constructed Work. These as-builts shall be in a format compatible with the City's BIM requirements and shall include:
 - (1) All model elements and their required associated data

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

(2) Records of changes and deviations

SC-404 REQUESTS FOR INFORMATION OR CLARIFICATION

Reserved.

SC-405 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

.1 [FOR ALL CONTRACTS] In accordance with General Condition 405.7, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES, is hereby deleted and replaced with:

- A. The Contractor shall submit Shop Drawings, Product Data, Samples, certificates and test results electronically shall be entered in the DEN Common Data Environment defined in SC-403.1.

SC-406 SUBSTITUTION OF MATERIALS AND EQUIPMENT

Reserved.

TITLE 5 SUBCONTRACTS

SC-501 SUBCONTRACTS

.1 [FOR ALL CONTRACTS] In accordance with General Condition 501, no more than eighty-five percent (85%) of the Work may be subcontracted. If it is determined to be in the City's best interest, the SVP-DEC may modify this percentage during the Term of the Contract by prior written authorization.

SC-502 SUBCONTRACTOR ACCEPTANCE

Reserved.

TITLE 6 TIME OF COMMENCEMENT AND COMPLETION

SC-601 BEGINNING, PROGRESS AND TIME OF COMPLETION

.1 [FOR TASK ORDER CONTRACTS] General Condition 601, BEGINNING, PROGRESS AND TIME OF COMPLETION, is hereby amended to include:

- A. PERFORMANCE AND COMPLETION OF THE WORK

(1) The specific Work to be performed under this Contract will only be described and authorized when the City issues one or more Task Orders upon reaching an agreement with the Contractor as to the terms applicable to such Work, including but not limited to the scope, cost, and timeline. Markups on overhead, labor, materials, equipment, and subcontractors will be applied to the negotiated costs, in accordance with Title 9 of the

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

General Conditions. All Task Orders must be processed in accordance with the TASK ORDER AND EXECUTION PROCESS EXHIBIT.

- (2) Contractor is not guaranteed nor entitled to the issuance of any Task Orders. RFPs and Task Orders may be issued to one Contractor only or be competitively bid with other On-Call Contractors.
- (3) The Contractor shall (a) commence work under any issued Task Order within ten (10) calendar days after the date of the Task Order's NTP, (b) perform the Work diligently, and (c) achieve Substantial Completion of the Work no later than the number of calendar days identified in the Task Order. The time stated for Final Completion shall include final cleanup of the premises or work site.

SC-602 LIQUIDATED DAMAGES, ADMINISTRATIVE COSTS; ACTUAL DAMAGES

.1 [FOR TASK ORDER CONTRACTS] General Condition 602, LIQUIDATED DAMAGES, ADMINISTRATIVE COSTS; ACTUAL DAMAGES is hereby amended to include:

- A. If the Contractor fails to complete the Work with the time specified in the Task Order, including Milestones identified therein, or if the Contractor causes disruptions to DEN activities or operation as defined in the Contract Documents, the Contractor shall pay the City liquidated damages in the amount noted in the Task Order Solicitation or Request for Proposal per day until substantial completion is achieved. In an instance where damages with a monetary impact are caused to the City, the Contractor shall reimburse the City for actual costs incurred.
- B. Within one hundred (100) days after issuance of Substantial Completion, all documentation required by this Contract to achieve Contract Closeout as defined Technical Specifications in the shall be submitted. Failure to submit all required documentation shall result in fees to compensate the City for project management work while the project remains open.
- C. Unless specified in a specific Task Order, Liquidated Damages shall be assessed at a rate of \$1,000 per day for each day over one hundred (100) days that Contractor does not complete all required tasks and submittals to achieve Final Acceptance pursuant to General Condition 2002.2. If the City imposes and collects Liquidated Damages in any amount for late completion of milestones or other deadlines, the City may decide to not impose and collect late closeout fees pursuant to this Special Condition. The resubmittal of required documents may extend the one hundred (100) day time frame at the DEN Project Manager's discretion. These shall be assessed even if no liquidated damages are provided or paid for late completion.

SC-603 DELAY DAMAGES

Reserved.

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

TITLE 7 COOPERATION, COORDINATION AND RATE OF PROGRESS

SC-701 COOPERATION WITH OTHER WORK FORCES

- .1 [FOR ALL CONTRACTS] General Condition 701 is amended to include:
 - A. 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 Federal Aviation Administration (“FAA”) or City requirements while performing the Work at DEN.
 - B. Without limiting the foregoing, other contracts administered by the City may involve work overlapping or adjoining the Work under this Contract and may be performed concurrently with the Work performed under this Contract. The Contractor is required to coordinate its performance of the Work with all other contractors, parties and stakeholders.

SC-702 COORDINATION OF THE WORK

- .1 [FOR ALL CONTRACTS] General Condition 702 is hereby amended to include:
 - A. CONSTRUCTION ACCESS
- .2 The work site will be identified in the Task Order, and could be throughout airport property, both inside and outside the fenced area of the Air Operations Area (AOA). Access to the work site, including equipment and materials deliveries we be identified in the Task Order. The Contractor shall be responsible for submitting a map detailing the routing of materials and equipment to the DEN jobsite for approval. No equipment or materials are allowed on site without the Project Manager’s approval.
 - (1) 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 employees, including subcontractors, shall be the responsibility of the Contractor. The Total Task Order Bid Amount shall include all costs associated with the Contractor’s and subcontractors’ employee parking. Information about parking facilities and charges is available from the Airport Parking Office. Refundable deposits are required for all parking passes.
 - (2) 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-703 COORDINATION OF PUBLIC CONTACT

- .1 [FOR ALL CONTRACTS] General Condition 703 is hereby amended to include:
 - A. ACCESSIBLE PARKING SPACES, ACCESS AISLES AND ROUTES OF TRAVEL

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

- (1) The Contractor is responsible for compliance with this Special Condition for any Work performed in or adjacent to parking facilities at the Airport.
- (2) “Accessible” parking spaces and access aisles as used mean parking spaces and access aisles that 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.
- (3) 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 DEN’s ADA Compliance Officer.
- (4) When 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 persons with disabilities shall be installed, and the accessible route shall be clearly marked as required.
- (5) Before blocking or relocating accessible parking spaces or accessible routes of travel, the contractor must obtain written approval from the DEN ADA Compliance Officer, by submitting a completed request form, which will be provided to the Contractor by the Project Manager at the preconstruction meeting if it is not included as a standard form in Section 019990 of the Technical Specifications. The request shall include the location of alternative spaces and/or routes, as well as specifications for the temporary signage to be used. Work shall not proceed without this approval.
- (6) If a vehicle is parked in any accessible space that is either temporary or approved to be relocated, the Contractor shall not remove signage or take any other action that 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-704 RATE OF PROGRESS

Reserved.

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

TITLE 8 PROTECTION OF PERSONS AND PROPERTY

SC-801 SAFETY OF PERSONS

Reserved.

SC-802 PROTECTIVE DEVICES AND SAFETY PRECAUTIONS

Reserved.

SC-803 PROTECTION OF PROPERTY AND WORK IN PROGRESS

Reserved.

SC-804 PROTECTION OF MUNICIPAL, PUBLIC SERVICE OR UTILITY SYSTEMS

Reserved.

SC-805 PROTECTION OF STREET AND ROAD SYSTEM

Reserved.

SC-806 PROTECTION OF DRAINAGE WAYS

Reserved.

SC-807 PROTECTION OF THE ENVIRONMENT

Reserved.

SC-808 HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES

.1 [FOR ALL CONTRACTS] General Condition 808, HAZARDOUS AND EXPLOSIVE MATERIALS OR SUBSTANCES, is hereby amended to include:

A. DISPOSAL OF NON-HAZARDOUS WASTE AT DADS

(1) In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., Contractors will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site (“DADS”) for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal; however, the Contractor shall be responsible for transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. § 25-15-207, as amended from time to time, and includes construction debris, soil and asbestos. Contractors shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-809 ARCHEOLOGICAL AND HISTORICAL DISCOVERIES

Reserved.

TITLE 9 COMPENSATION

- .1 [FOR ALL CONTRACTS] Title 9, COMPENSATION, is hereby amended to include:
- A. To the fullest possible extent possible within the financial payment system, the City shall be entitled to all non-Confidential records, reports, data, and other information related to the Project that is available to Contractor through the financial payment system, including but not limited to, information related to Contractor and subcontractor billings. To that end, the Contractor shall activate any available settings within the financial payment 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 General Condition 903.1.

SC-901 CONSIDERATION (CITY'S PROMISE TO PAY)

Reserved.

SC-902 PAYMENT PROCEDURE

- .1 [FOR ALL CONTRACTS] General Condition 902, PAYMENT PROCEDURE, is hereby amended to include:
- A. The party(ies) responsible for the review of all Pay Applications shall be outlined in the contract COMPENSATION MANUAL & GUIDELINES EXHIBIT.
 - B. Pay Applications shall be submitted monthly or as specified in the Contract Documents. Each application must be submitted within ten (10) days after the end of the billing period. General Condition 902 specifies the payment procedure, including monthly applications.
 - C. The City reserves the right to review all Pay Applications and request additional information or documentation, as necessary. The City will approve, reject, or request modifications to the application within twenty (20) days of receipt.

SC-903 SCHEDULE OF VALUES IN LUMP SUM CONTRACTS

Reserved.

SC-904 UNIT PRICE CONTRACTS

Reserved.

SC-905 PROGRESS PERIOD

Reserved.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-906 APPLICATIONS FOR PAYMENT

- .1 [FOR ALL CONTRACTS] In accordance with General Condition 906, APPLICATIONS FOR PAYMENT, each Application submitted shall include the following:
- A. Each and every independent subcontractor's payroll information, including payment dates and payment amounts.
 - B. Starting with the second payment application, the payment applications shall be accompanied by a completed Contractors' Certification of Payment Form (CCP), listing all first-tier subcontractors and suppliers and all certified subcontractors or suppliers that are listed for participation towards any assigned M/WBE program goal. The final payment application must be accompanied by an executed Final/Partial Release and Certification of Payment Form and Certificate of Contract Release Form from the Contractor.

SC-907 RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT

- .1 [FOR ALL CONTRACTS] General Condition 907, RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT, is hereby amended to include:
- A. PAYMENTS TO SUBCONTRACTOR AND SUBCONTRACTOR RELEASES
 - (1) 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 the amount of payment received, for services performed during the prior billing period.

SC-908 RETAINAGE

Reserved.

SC-909 ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS

- .1 [FOR ALL CONTRACTS] General Condition 909, ADDITIONAL WITHHOLDING OF PROGRESS PAYMENTS, is hereby amended to add:
- A. Disallowed Costs
 - (1) Costs or Work deemed incomplete, unsupported, or not by the Contract Documents will be disallowed. The Contractor shall not include such costs in future applications unless approved by the City.
 - B. Disallowed Quantities

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

(1) Quantities deemed unreasonable, unsupported, or not by the Contract Documents will be disallowed. The Contractor shall not include such amounts in future applications unless the City approves.

SC-910 FINAL ESTIMATE AND PAYMENT

.1 [FOR ALL CONTRACTS] General Condition 910, FINAL ESTIMATE AND PAYMENT, is hereby amended to include: Upon completion of the Work, the Contractor shall submit a Pay Application that includes all outstanding amounts. The final payment will be made upon the City's approval of the final application and completion of all Contract requirements. The Contractor must provide a final certification that all subcontractors and suppliers have been paid in full and that there are no outstanding claims or liens against the project.

SC-911 ACCOUNTING OF COSTS AND AUDIT

Reserved.

TITLE 10 WAGES

SC-1001 PREVAILING WAGE ORDINANCE

Reserved.

SC-1002 POSTING OF THE APPLICABLE WAGE RATES

Reserved.

SC-1003 RATE AND FREQUENCY OF WAGES PAID

Reserved.

SC-1004 REPORTING WAGES PAID

Reserved.

SC-1005 FAILURE TO PAY PREVAILING WAGES

Reserved.

TITLE 11 CHANGES IN THE WORK, CONTRACT PRICE OR CONTRACT TIME

SC-1101 CHANGE ORDER

Reserved.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-1102 CITY INITIATED CHANGES

- .1 [FOR ALL CONTRACTS] General Condition 1102.2 is hereby amended to include: replacing the phrase “Change Request” in all its occurrences in such General Condition with the phrase “Change Notice.”
- .2 [FOR ALL CONTRACTS] General Condition 1102.3 is amended by replacing the phrase “Field Order/Change Order Directive” in all its occurrences in such General Condition with the phrase “Change Directive.”

SC-1103 CONTRACTOR CHANGE REQUEST

Reserved.

SC-1104 ADJUSTMENT TO CONTRACT AMOUNT

- .1 [FOR ALL CONTRACTS] General Condition 1104, ADJUSTMENT TO CONTRACT AMOUNT, is hereby amended to include:
 - A. General Condition 1104.2.F: FOR BONDS, SALES TAX AND INSURANCE
 - (1) All costs associated with the Contractor’s bond requirements, sales and use tax, and insurance costs shall be reimbursed to the Contractor by the City at direct cost and without markup; the Contractor shall include all such costs in each proposal.
 - B. General Condition 1104.7:
 - (1) 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 General Condition 1104.7.

SC-1105 TIME EXTENSIONS

Reserved.

TITLE 12 CONTRACTOR CLAIMS FOR ADJUSTMENT AND DISPUTES

SC-1201 NOTICE OF INTENT TO CLAIM

Reserved.

SC-1202 SUBMITTAL OF CLAIMS

Reserved.

SC-1203 WAIVER OF CLAIMS

Reserved.

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

TITLE 13 DISPUTES

SC-1301 DISPUTES

Reserved.

TITLE 14 SITE CONDITIONS

SC-1401 DIFFERING SITE CONDITIONS

Reserved.

SC-1402 SITE INSPECTIONS AND INVESTIGATIONS

Reserved.

TITLE 15 PERFORMANCE AND PAYMENT BONDS

.1 [FOR ALL CONTRACTS] Title 15, PERFORMANCE AND PAYMENT BONDS, is hereby amended to include:

- A. Requirements for separate bonds shall be furnished to the Project Manager before any Work is undertaken by the Contractor. All other terms and conditions of General Conditions 1501, 1502, and 1503 shall remain in effect. Subsequent Change Orders contemplated under the Contract shall require separate Surety Bond Change Riders for one hundred percent (100%) of the dollar value of the Contract before the Change Order is issued and any work commences.

SC-1501 SURETY BONDS

.1 [FOR ALL TASK ORDER CONTRACTS] Requirements for separate bonds in the total amount of all open Task Orders shall be furnished to the Project Manager before any Work is undertaken. All other terms and conditions of General Conditions 1501, 1502, and 1503 shall remain in effect.

- A. General Condition 1501 is hereby amended to include:

- (1) Contractor's executed Combined Performance and Payment Surety Bond is attached to the Contract as CONTRACT SURETY BOND EXHIBIT. The Contract Surety Bond shall guarantee the Contractor's faithful performance of the Contract and shall also guarantee the Contractor's payment of bills for labor and materials under the Contract.
- (2) In the event that the cumulative dollar value of all Task Order(s) issued under the Contract exceeds the amount of the Contract Surety Bond, the Contractor shall procure, pay for, and furnish to the City Surety Bond Change Riders, in the proper form approved by the City, for an amount equal to the difference of one hundred percent (100%) of the

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

dollar value of all outstanding Task Order(s) or Change Order and the amount of the Contract Surety Bond (“Fully-Bonded Amount”). In no event shall the cumulative dollar value of all Task Orders and Change Orders issued under the Contract be greater than the Fully-Bonded Amount. Contractor shall procure, pay for, and furnish to the City additional Combined Surety Bond Change Riders as necessary to maintain conformance with these requirements before any Task Order or Change Order is issued and any work under a Task Order or Change Order commences.

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

SC-1502 PERFORMANCE BOND

Reserved.

SC-1503 PAYMENT BOND

Reserved.

TITLE 16 INSURANCE AND INDEMNIFICATION

SC-1601 INSURANCE

Reserved.

SC-1602 DEFENSE AND INDEMNIFICATION

Reserved.

TITLE 17 INSPECTION AND DEFECTS

SC-1701 CONSTRUCTION INSPECTION BY THE CITY

Reserved.

SC-1702 AUTHORITY OF INSPECTORS

Reserved.

SC-1703 OBSERVABLE DEFECTS

Reserved.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-1704 DEFECTS - UNCOVERING WORK

Reserved.

SC-1705 LATENT DEFECTS

Reserved.

SC-1706 REMOVAL OF DEFECTIVE MATERIALS AND WORK

Reserved.

TITLE 18 WARRANTIES, GUARANTEES AND CORRECTIVE WORK

SC-1801 CONTRACTOR'S WARRANTIES, GUARANTEES AND CORRECTION OF WORK

Reserved.

SC-1802 PERFORMANCE DURING WARRANTY PERIOD

Reserved.

TITLE 19 SUBSTANTIAL COMPLETION OF THE WORK

SC-1901 CONTRACTOR'S NOTICE OF SUBSTANTIAL COMPLETION

Reserved.

SC-1902 INSPECTION AND PUNCH LIST

Reserved.

SC-1903 CERTIFICATE OF SUBSTANTIAL COMPLETION

Reserved.

SC-1904 RIGHT OF EARLY OCCUPANCY OR USE

Reserved.

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

TITLE 20 FINAL COMPLETION AND ACCEPTANCE OF WORK

SC-2001 CLEAN-UP UPON COMPLETION

Reserved.

SC-2002 FINAL COMPLETION AND ACCEPTANCE OF THE WORK

Reserved.

SC-2003 FINAL SETTLEMENT

Reserved.

TITLE 21 SUSPENSION OF WORK

SC-2101 SUSPENSION OF WORK

Reserved.

SC-2102 SUSPENSION OF THE WORK FOR THE CITY'S CONVENIENCE

Reserved.

SC-2103 SUSPENSION BECAUSE OF ORDER OF CITY, STATE OR FEDERAL
COURT OR AGENCY

Reserved.

SC-2104 SUSPENSION RESULTING FROM CONTRACTOR'S FAILURE TO
PERFORM

Reserved.

TITLE 22 CITY'S RIGHT TO TERMINATE THE CONTRACT

SC-2201 TERMINATION OF CONTRACT FOR CAUSE

Reserved.

SC-2202 TERMINATION OF CONTRACT FOR CONVENIENCE OF THE CITY

Reserved.

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

TITLE 23 MISCELLANEOUS PROVISIONS

SC-2301 PARTIES TO THE CONTRACT

Reserved.

SC-2302 FEDERAL AID PROVISIONS

Reserved.

SC-2303 NO WAIVER OF RIGHTS

Reserved.

SC-2304 NO THIRD PARTY BENEFICIARY

Reserved.

SC-2305 GOVERNING LAW; VENUE

Reserved.

SC-2306 ABBREVIATIONS

Reserved.

SC-2307 STATUTE OF LIMITATIONS IN C.R.S. § 13-80-102(1)(H)

Reserved.

TITLE 24 DEN PROVISIONS

SC-2401 VEHICLE PERMITTING

- .1 Vehicle access on the Airport Operation Area (“AOA”) is controlled by and operated by DEN Airport Operations and DEN Airport Security. Contractor is required to obtain a vehicle access permit for any vehicle entering inside this area. Contractor is responsible for complying with DEN Airport Operations and DEN Airport Security requirements. Only direct construction support vehicles and/or equipment will be allowed in the Contractor’s work areas or sites.

SC-2402 PROHIBITION ON USE OF CCA-TREATED WOOD PRODUCTS

- .1 The use of any wood products pressure-treated with chromated copper arsenate (CCA) is prohibited. Examples of CCA-treated wood products include wood used in play structures, decks, picnic tables, landscaping timbers, fencing, patios, walkways and boardwalks.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

SC-2403 WAIVER OF: PART 8 OF ARTICLE 20 OF TITLE 13, COLORADO REVISED STATUTES.

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

SC-2404 DISCOUNTS, REBATES AND REFUNDS

- .1 Cash discounts obtained on payments made by the Contractor shall accrue to the City if (1) before making the payment, the Contractor included them in an Application for Payment and received payment therefore from the City, or (2) the City has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they can be secured. Amounts which accrue to the City herein shall be credited to the City as a deduction from the Cost of the Work.

SC-2405 SECURITY AND PERSONNEL ACCESS

- .1 The Contractor shall conduct all its activities at DEN in compliance with DEN's Airport Security Rules and Regulations (Part 20), which are administered by DEN's Airport Operations Division. The Contractor shall obtain the proper Airport ID badges for its employees, subcontractors and suppliers and any applicable vehicle permits.
- .2 The security status of the Airport is subject to change without notice. These 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.
- .3 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.
- .4 The Contractor shall return all access keys issued 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 related costs, including labor costs for employees, costs incurred in re-coring doors and any other work which is required to prevent compromise of Airport security. To collect such costs, the City may withhold funds in such amount from any amounts due and payable to the Contractor under this Contract.

Exhibit L

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

- .5 If construction breaches any Airport perimeter security boundary or requires continued access to restricted access rooms or areas, the Contractor shall post authorized contract security personnel to maintain required security controls. The Contractor's Task Order Proposal per the TASK ORDER AND EXECUTION PROCESS EXHIBIT 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 until the Airport perimeter security boundaries are reestablished.
- .6 THE IMPORTANCE OF THIS SPECIAL CONDITION CANNOT BE OVER-EMPHASIZED. SEVERE FINANCIAL PENALTIES INCLUDING CONTRACT TERMINATION COULD RESULT IF AIRPORT PERIMETER SECURITY REQUIREMENTS ARE NOT STRICTLY FOLLOWED. THE CONTRACTOR SHALL PROVIDE ONE HUNDRED PERCENT (100%) CONTROL AND SUPERVISION TO PREVENT UNSUPERVISED/UNSECURED BREACHES IN THE AIRPORT'S PERIMETER SECURITY. AT NO TIME, DURING WORK AND NON-WORK HOURS, SHALL BREACHES IN THE AIRPORT'S SECURITY PERIMETER BE UNSUPERVISED/UNSECURED.
- .7 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.
- .8 The Contractor shall 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:
 - Covenant Aviation Security
 - 1112 W. Boughton Road
 - Suite 355
 - Bolingbrook, IL 60440The local general contact number for Covenant Aviation Security is: 720-222-4774.
- .9 All security guards provided for this Project must have a DEN SIDA Badge.
- .10 The company providing contract security guard services at DEN may change at any time. The Contractor shall maintain a contractual relationship with whichever company is providing contract security guard services for the City at DEN.
- .11 The Contractor shall continue to provide security of these areas until such time that the breaches in the DEN's security perimeter have been permanently secured.
- .12 The Contractor shall submit a written security plan for approval to DEN's Director of Airport Security prior to the start of construction on any work where a breach of the perimeter security boundaries is required.

DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

TITLE 25 FEDERAL PROVISIONS

Reserved.

END OF EXHIBIT



July 11, 2025

Denver International Airport
On-Call Infrastructure Construction

Bid Number 202579097

Addendum Number 1

This Addendum Number 1 supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Bidders must acknowledge receipt of this addendum on Attachment 1, Page 1 of the Bid Forms.

DeAnne Barker

DeAnne Barker
Contract Administrator
Contract Procurement



On-Call Infrastructure Construction

Bid Number 202579097

Addendum Number 1

Scope of this Addendum

Addendum Number 1 includes modifications to the following Bid Documents issued June 25, 2025. These modifications are deemed necessary by the City and County of Denver.

SECTION III, ADMINISTRATIVE INFORMATION

III-31 Bond Requirements AND III-32 Proposal Guarantee

The requirement for a Bid Guarantee or Bond will not be required on this procurement.

III-33 Payment and Performance Bonds

The requirement for the Payment and Performance Bonds will be \$1,000,000.00 for each individual bond.

ATTACHMENT 6, PERFORMANCE AND PAYMENT BOND

Attachment 6, Performance and Payment Bond will be replaced in its entirety and included with Addendum 1.

The total number of pages (including cover sheet) contained in this Addendum Number 1 is six (6).

* * * * *

End of Addendum Number 1.

XI. ATTACHMENT 6, PERFORMANCE AND PAYMENT BOND**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ [Proposer name], a corporation organized under the laws of the State of _____ [Proposer state], hereinafter referred to as the "Contractor" and _____ [Bond issuer], a corporation organized under the laws of the State of _____ [Bond company state], 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 **ONE MILLION Dollars (\$1,000,000.00)**, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has, as of the date of execution listed on the contract signature page, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of **202579097, On-Call Infrastructure Construction**, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

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

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

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

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

(End of Page)

Exhibit L

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

CONTRACTOR

By: _____
President

SURETY

By: _____
Attorney-in-Fact

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
[Proposer name], a corporation organized under the laws of the State of _____ [Proposer
state], hereinafter referred to as the "Contractor" and _____ [Bonding company
name], a corporation organized under the laws of the State of _____ [Bonding company
state], 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 **ONE MILLION Dollars (\$1,000,000.00)**,
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 **202579097**,
On-Call Infrastructure Construction, 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]



July 15, 2025

Denver International Airport
On-Call Infrastructure Construction

Bid Number 202579097

Addendum Number 2

This Addendum Number 2 supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Bidders must acknowledge receipt of this addendum on Attachment 1, Page 1 of the Bid Forms.

DeAnne Barker

DeAnne Barker
Contract Administrator
Contract Procurement



On-Call Infrastructure Construction

Bid Number 202579097

Addendum Number 2

Scope of this Addendum

Addendum Number 2 includes modifications to the following Bid Documents issued June 25, 2025. These modifications are deemed necessary by the City and County of Denver.

Proposal Submittal Requirements

The required proposal forms are being modified to include the following documents:

- Proposal Forms - all completed and signed
 - Proposal Acknowledgement Letter – acknowledging **all** addenda
 - Proposal Data Form
 - Disclosure of Legal & Administrative Proceedings & Financial Conditions
 - Proposal Declaration
 - List of Proposed Non-MWBE Subcontractors

Questions and Answers

Addendum 2 provides responses to questions received in BidNet. The Q&A Document 1 is attached.

The total number of pages (including cover sheet) contained in this Addendum Number 2 is four (4).

* * * * *

End of Addendum Number 2.

Exhibit L

Questions & Answers - 1

Project 202579097 - On-Call Infrastructure Construction
Buying Organization City and County of Denver Department of Aviation

No	Question/Answer	Question Date
Q1	<p>Question: Prequalification Requirement</p> <p>Is there the possibility of reducing the prequalification level from \$10,000,000 to \$6,000,000 for the 1A: Heavy Civil category?</p> <p>Answer: The prequalification level will not be reduced.</p>	06/26/2025
Q2	<p>Question: Selection Criteria</p> <p>Does DEN anticipate awarding a single contract or multiple contracts for this work?</p> <p>Answer: DEN is anticipating the award of multiple contracts from this solicitation.</p>	06/26/2025
Q3	<p>Question: Selection Criteria</p> <p>Does DEN anticipate awarding contract(s) to companies that can provide all services required for the on-call contract, either self perform or through management of subs, or can companies respond to a single category?</p> <p>Answer: The intent is that all awarded contractors will be able to either self-perform or subcontract any of the scopes of work requested by Task Order.</p>	06/26/2025
Q4	<p>Question: Proposal Guarantee amount</p> <p>What amount should Contractor assume would be the "Maximum Contract Liability" amount that the 5% proposal guarantee will be based on, as outlined in Section III-32 of RFP?</p> <p>Answer: Proposal guarantee will not be required for this on-call contract opportunity. Please see Addendum #1</p>	07/02/2025
Q5	<p>Question: Proposal Guarantee</p> <p>Please confirm the anticipated dollar value and/or maximum dollar value of the on-call contract. To provide a proposal guarantee and potential performance and payment bonds, we will need the anticipated dollar value which is not clear in the RFP.</p> <p>Answer: Proposal guarantee will not be required for this on-call contract opportunity. Please see Addendum #1</p>	07/03/2025
Q6	<p>Question: Performance & Payment Bondss</p> <p>It is unclear if a performance and payment bond will be required after selection for the overall on-call contract. In past on-call RFP's, proposers were notified that a performance and payment bond would be required at execution of the overall on-call contract for a limited value. Then, each task order would require an additional bond rider based on the value of each project. Please confirm if we are to assume a performance and payment bond will be required with the overall on-call contract, and if so, please confirm the dollar amount. Or confirm that it will be on a limited dollar value for the bonds.</p> <p>Answer: An initial Payment and Performance bond of \$1,000,000.00 each and subsequent bond riders based on the value of awarded Task Orders will be required. Please see Addendum #1</p>	07/03/2025

Exhibit L

No	Question/Answer	Question Date
Q7	<p>Question: Attachment 1 Part 5</p> <p>Bid form includes Attachment 1 Part 5 List of Proposed Non-MWBE Subcontractors. Since this solicitation is an RFP for On-Call without definitive scopes with quantities, it is very difficult for the contractor to make assumptions and list certain number of non-MWBE subcontractors with dollar values that may or may not exceed 1.5% of the bid amount which is unknown until each task order is priced. Please consider removing this form as part of the bid submittal requirement.</p> <p>Answer: We would like a list of potential Non-MWBE Subcontractors that may be used for future jobs, we do realize that the list may change as future jobs are being proposed as Task Orders are issued.</p>	07/08/2025
Q8	<p>Question: Contractors</p> <p>How many contract holders do you anticipate having on this On-Call contract?</p> <p>Answer: The contract could potentially be awarded up to 5 contractors.</p>	07/08/2025
Q9	<p>Question: RFP Required Documents/Attachments</p> <p>Under Proposal Submittal Requirements, it is required that the following Proposal Forms be completed, signed, and submitted with the RFP: Certification of Non-Segregated Facilities, Equal Opportunity Report Statement and the Diversity Survey. However, these forms were not included as attachments with the RFP documents. Please provide the requested forms/attachments, or clarify how the Client would like the Proposer to address the requirement.</p> <p>Answer: Certification of Non-Segregated Facilities and the Equal Opportunity Report Statement will not be required for this on-call contract opportunity. Please see Addendum #2 The link for the Diversity Survey can be found on page 21 of the RFP.</p>	07/09/2025

Exhibit M

Workforce Commitment Form (Full Workforce Requirements – Covered Work Orders)

Workforce Commitment Form

Contractor acknowledges that this work order is subject to the requirements of Article XI, of Chapter 28 of the Denver Revised Municipal Code (the “Workforce Ordinance”) and implementing rules and regulations. If Contractor’s bid/proposal is accepted, Contractor has an ongoing duty, throughout the life of the work order to comply with the requirements of the Workforce Ordinance, implementing rules and regulations and its approved Workforce Plan. Contractor’s failure to comply may result in a penalty of thirty-one dollars (\$31) for each hour not achieved up to a maximum of 3% of the maximum work order amount.

The (*vertical construction or horizontal construction*) apprentice utilization requirements of Section 28-325 of the Workforce Ordinance apply to this (*work order or task order*). Contractor must also comply with the target hire and additional requirements of the Workforce Ordinance.

If selected, Contractor shall engage with the DCCP to develop a proposed Workforce Plan. Contractor shall submit a proposed Workforce Plan to the DCCP that meets or exceeds the requirements of the Workforce Ordinance and implementing rules and regulations as soon as reasonably feasible. A final Workforce Plan, approved by the DCCP must be in place no later than 60 days after issuance of a notice to proceed with construction. Contractor is responsible for submitting its proposed plan and addressing DCCP concerns sufficiently in advance of this deadline to avoid project delay. The City is not responsible for any additional costs resulting from Contractor’s failure to meet workforce deadlines. Selected contractor will be required to submit a Workforce Plan that outlines approach to meeting the workforce requirements.

Contractor’s Workforce Plan will include, but not be limited to, the following:

1. Identification of a designated Workforce Coordinator who will serve as point of contact for all workforce activities.
2. A Community Outreach and Engagement Strategy to meet or exceed target hire and registered apprenticeship utilization requirements. Contractor’s Community Outreach and Engagement Strategy shall include:
 - a. Recruitment commitments including posting of new positions via Connecting Colorado at www.connectingcolorado.com or additional platforms unique to employment within the organization.
 - b. Outreach commitments including coordination with DCCP and the City’s designated workforce convener(s) to help increase outreach to Target Categories.
3. Target Hire and Apprentice Utilization Projections: A projection showing the apprentice hours and target hire hours that Contractor anticipates achieving each quarter.
4. Reporting: Contractor will be responsible for the submittal of quarterly reports to DCCP that detail activities and progress toward workforce goal achievement.

Exhibit M

Contractor is encouraged to review the requirements of the Workforce Ordinance with their attorney. The ordinance is available at:

https://library.municode.com/co/denver/codes/code_of_ordinances?nodeId=TITIIREMUCO_CH28_HURI_ARTXIWODERECOCOWOOR

If selected Contractor commits to satisfying all applicable requirements of the Workforce Ordinance, implementing rules and regulations and its approved workforce plan on an ongoing basis for the duration of the project.

Date: 11/20/25

Signature: _____

Typed Name: Mark W. Brooks, P.E.

Title: District President

Company Name: SEMA Construction, Inc.