

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 **IHC SCOTT, INC.**, a Michigan 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. PLANE-202264912, On-Call Airfield Construction Services 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 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 Bond
- 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 31 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**”).

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) years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). If, at the Expiration Date, there remains any outstanding Work to be completed under a validly issued Task Order, the Senior Vice President of Airport Infrastructure Management, in his or her sole discretion, may direct the Contractor to complete the Work in accordance with the terms and conditions of the Task Order and this Contract.

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 Aviation – Airport Infrastructure Management (the “**SVP-AIM**”) 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 **Two Million Dollars and Zero Cents (\$2,000,000.00)** (the “**Maximum Contract Amount**”). The Contractor acknowledges that this Contract is an On-Call Contract and there is no obligation for the City to issue any Task Orders under this Contract.

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

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: June 8, 2022.

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 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 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 Contractor's performance pursuant to this Contract, provision of any goods or services to the City, and any other transactions related to this Contract. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of six (6) years after the final payment under the Contract or expiration of the applicable statute of limitations. When conducting an audit of this Contract, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. §20-276.

B. Additionally, Contractor agrees until the expiration of six (6) years after the final payment under this Contract, any duly authorized representative of the City, including the CEO or 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. MINIMUM WAGE REQUIREMENTS:

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

26. COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS:

A. This Contract is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code ("**D.R.M.C.**"), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**"); and any Rules and Regulations promulgated pursuant thereto. The Contract goal for MWBE participation established for this Contract by the Division of Small Business Opportunity ("**DSBO**") is 16%.

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

(i) Contractor shall comply the Equity, Diversity and Inclusion Plan attached as **Exhibit K ("EDI Plan")** and as it may be modified in the future by DSBO. Unless a separate Utilization Plan is required by DSBO, the EDI Plan shall constitute the Utilization Plan required by D.R.M.C. § 28-62.

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

(iii) If change orders or any other contract modifications are issued under the Contract, the Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in 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.

(iv) 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.

(v) Those amendments, change orders, force accounts or other contract modifications that involve a changed scope of work that cannot be performed by existing project subcontractors are subject to the original contract goal. The Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with 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. The 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.

(vi) Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.

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

(viii) 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. 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.

28. DEN SECURITY:

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

the invoice for that billing period.

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

29. 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.

(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.

30. 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.

31. 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-202264912-00
Contractor Name: IHC Scott, 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:**

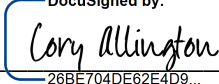
ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

PLANE-202264912-00
IHC Scott, Inc.

By:  11/17/2022 | 7:34 AM PST
26BE704DE62E4D9...

Name: Cory Allington
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

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

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

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

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

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

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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

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

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

EXHIBIT A

SCOPE OF WORK

Contractor shall provide on-call airfield construction services pursuant to the terms and conditions of this Agreement and related Task Orders. Each Task Order related to this Project shall contain a scope of work that will dictate the specific airfield construction services to be provided at that time. Contractor shall perform airfield repair work, primarily related to the airfield infrastructure per Federal Aviation Administration (FAA) criteria. The Scope of Work for this Project includes, but is not limited to:

1. repairs to, or replacement of any infrastructure (excluding buildings) within or pertaining to, primarily the airfield, but does not preclude landside task orders; and
2. demolition, earthwork and turf, concrete and asphalt paving, special structures, manholes and retaining walls, fencing, drainage, erosion control and utilities, lighting and signage, pavement marking, spall and joint repair, joint and crack sawing, routing, and sealing, traffic control and haul route flagging/monitoring, and/or mobilization.

EXHIBIT B

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

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

APPROVED FOR LEGALITY:

APPROVED AND ADOPTED:

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

/s/ _____
Manager of Public Works

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

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

RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

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

RULE I
DEFINITIONS

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

RULE II
NOTICE OF HEARING

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

RULE III
HEARING

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

REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

All amendments to the appendices shall be included by reference.

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

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

1. APPENDIX E:

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

2. APPENDIX F:

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

APPENDIX A

CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE-ALL CONTRACTS

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

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

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

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

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

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

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

NOTICE

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

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

EULOIS CLECKLEY
Manager of Public Works
City and County of Denver

A. REQUIREMENTS --AN AFFIRM ATIVE ACTION PLAN:

Contractors shall be subject to the provisions and requirements of these bid conditions including the goals and timetables for minority¹ and female utilization, and specific affirmative action steps set forth by the Office of Contract Compliance. The contractor's commitment to the goals for minority, and female utilization as required constitutes a commitment that it will make every good faith effort to meet such goals.

1. GOALS AND TIMETABLES:

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

**GOALS FOR MINORITY PARTICIPATION
FOR EACH TRADE**

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

**GOALS FOR FEMALE PARTICIPATION
FOR EACH TRADE**

From January 1, 1982
to 6.9%
Until Further Notice

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

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

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

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

2. **SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

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

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

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

3. NON-DISCRIMINATION:

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

4. COMPLIANCE AND ENFORCEMENT:

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

A. Contractors Subject to these Bid Conditions:

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

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

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

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

B. Obligations Applicable to Contractors:

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

C. General Requirements

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

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

EXHIBIT C

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

1. General Information

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

NOTICE OF CHANGE TO ROCIP: DEN reserves the right to terminate or modify the 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 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 in accordance with the terms and conditions of this Agreement.

1.1 On-Call Contractors

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

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

1.2 ROCIP Manuals

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

[DEN ROCIP4 Insurance Manual](#)

[DEN ROCIP4 Safety Manual](#)

[DEN ROCIP4 Claims Guide](#)

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

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

2.1 Certificate Holder

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

2.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

2.3 Coverage and Limits

2.3.1 Commercial General Liability

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

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

2.3.1.2 Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

2.3.2 Business Automobile Liability

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

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

2.3.2.2 If Contractor does not have blanket coverage on all owned and operated vehicles 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.

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

- 2.3.2.4 If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that one or both of the following coverages are maintained as appropriate: (i) Personal Automobile Liability including a Business Use Endorsement by the vehicle owner and (ii) Non-Owned Auto Liability by the Contractor.
- 2.3.2.5 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.

2.3.3 Workers' Compensation and Employer's Liability Insurance

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

- 2.3.3.1 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.

2.3.4 Professional Liability (Errors and Omissions) Insurance

Contractor shall maintain a minimum limit of \$1,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in this Agreement. If there are no applicable professional services, this coverage will not be required.

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

2.3.5 Contractor's Pollution Legal Liability

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

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

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

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

2.3.6 Cyber Liability

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

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

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

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing.

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

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

2.3.8 Unmanned Aerial Vehicle (UAV) Liability

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

- 2.3.8.1 Express written permission must be granted by DEN.
- 2.3.8.2 Express written permission must be granted by the Federal Aviation Administration (FAA).
- 2.3.8.3 Drone equipment must be properly registered with the FAA.
- 2.3.8.4 Drone operator(s) must be properly licensed by the FAA.

- 2.3.8.5 Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

2.3.9 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.

2.4 Reference to Project and/or Contract

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

2.5 Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation and Professional Liability, 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.

2.6 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.

2.7 Notice of Material Change, Cancellation or Nonrenewal

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

- 2.7.1 Such notice shall reference the DEN assigned contract number related to this Agreement.
- 2.7.2 Said notice shall be sent thirty (30) days prior to such cancellation, non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
- 2.7.3 If such written notice is unavailable from the insurer or afforded as outlined above, Contractor and/or it is insurance broker/agent shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
- 2.7.4 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.

2.8 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.

2.9 Additional Provisions

- 2.9.1 Deductibles or any type of retention are the sole responsibility of the Contractor.
- 2.9.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
- 2.9.3 Coverage required may not contain an exclusion related to operations on airport premises.
- 2.9.4 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.
- 2.9.5 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
- 2.9.6 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 2.9.7 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 2.9.8 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.
- 2.9.9 The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
- 2.9.10 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.
- 2.9.11 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 the required coverage and premium amounts.
- 2.9.12 No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
- 2.9.13 Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of prior to each policy renewal.
- 2.9.14 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.

2.10 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.

3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors

3.1 Insurance Provided by the DEN ROCIP

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

3.2 Enrollment Required

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

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

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

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

3.4 Insurance Premiums

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

3.5 Off Site Operations Coverage Under ROCIP

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

3.6 DEN ROCIP Insurance Manual

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

3.7 Conflicts

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

3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

3.8.1 Insurance Provided by DEN

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

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

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

3.8.1.2 Commercial General Liability – On Site Only

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

| Coverage | Limit |
|--|--------------|
| Annual General Aggregate (Per Project and Reinstates Annually) | \$4,000,000 |
| Products/Completed Operations Aggregate (Per Project and Statute of Repose) | \$4,000,000 |
| Total Products/Completed Operations Aggregate (Statute of Repose) | \$20,000,000 |
| Personal / Advertising Injury Limit | \$2,000,000 |
| Each Occurrence Limit | \$2,000,000 |
| Fire Damage Legal Liability (any one fire) | \$ 300,000 |
| Medical Payments (any one person) | \$ 10,000 |

3.8.1.3 Excess Liability Insurance

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

| Coverage | Limit |
|---|---------------|
| Annual General Aggregate (Per Project and Reinstates Annually) | \$200,000,000 |
| Products/Completed Operations Aggregate (Per Project) | \$20,000,000 |
| Total Products/Completed Operations Aggregate (Policy Cap) | \$400,000,000 |
| Each Occurrence Limit | \$200,000,000 |

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

3.8.1.4 Contractor's Pollution Liability

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

3.8.1.5 Builder's Risk Insurance

DEN shall maintain, Builder's Risk (and/or Installation Floater) in the amount of \$200,000,000 per occurrence subject to various sublimits (as defined in the Builders' Risk Policy). Such insurance shall end when the first of the following occurs: 1) DEN's interest in the Work ceases; 2) the policy expires or is cancelled; or 3) the Work is accepted by DEN.

Builder's Risk Insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss of damage including , theft, vandalism, malicious mischief, terrorism, rigging and hoisting for materials and equipment that are part of the Project, collapse, earthquake, flood, windstorm, falsework, testing and startup (as provided by the policy), temporary buildings and debris removal including

demolition occasioned by enforcement of any applicable ordinance laws, and shall cover reasonable compensation for services and expenses required as a result of such insured loss.

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

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

3.8.2 Claim Chargeback

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

3.9 Other Insurance Provided By Enrolled Parties

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

3.9.1 Certificate Holder

Certificate(s) shall be issued to:

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

and

CITY AND COUNTY OF DENVER
Department of Aviation
c/o Marsh USA, Inc.
111 SW Columbia, Ste 500
Portland, OR 97201

3.9.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoices@flydenver.com
and DenverAirport.ROCIP@marsh.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

3.9.3 Other Insurance Requirements

Enrolled Contractors shall adhere to the same minimum insurance requirements as stated in Section 2 of this exhibit, with the following exceptions:

- Commercial General Liability coverage requirement is Off Site Only
- Workers' Compensation and Employer's Liability coverage requirement is Off Site Only
- Contractor's Pollution Legal Liability is not required

4. Contractor Warranties and Agreements

4.1 Accuracy of Contractor-provided Information

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

4.2 Contractor Responsible to Review Coverage

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

4.3 Audit

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

4.4 Insurance Costs Removed

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

5. Contractor Obligations

5.1 ROCIP Documents Shall be Provided to Subcontractor

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

5.2 Timely Enrollment Required

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

5.3 Compliance with Conditions

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

5.4 Claims Cooperation

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

5.5 Monthly Payroll Submission

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

5.6 Response to Information Requests

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

the DEN ROCIP Administrator and DEN's insurers.

5.7 Responsibility for Safety

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

5.8 Duty of Care

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

6. Notices and Costs

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

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

6.2 Contractors Responsible for Own Equipment

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

6.3 No Release; No Waiver of Immunity

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

6.4 DEN Right to Withhold Payments

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

6.5 DEN Remedies

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

6.6 Off Site Storage

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

6.7 Partial Occupancy

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

6.8 DEN Right to Exclude Parties from the DEN ROCIP

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

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

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

7. Definitions

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

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

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

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

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

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

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

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

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

EXHIBIT D
PREVAILING WAGE SCHEDULES

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: February 28, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, February 25, 2022** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220002
Superseded General Decision No. CO20210002
Modification No. 3
Publication Date: 02/25/2022
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 8 for reference.**

"General Decision Number: CO20220002 02/25/2022

Superseded General Decision Number: CO20210002

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: 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)(2)-(60).

| | | |
|---|---|--|
| 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 \$15.00 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 2022. | |
| | | |
| 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 \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022. | |
| | | |
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| | | |
| | | |
| | | |

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 <https://www.dol.gov/agencies/whd/government-contracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/07/2022 |
| 1 | 01/28/2022 |
| 2 | 02/18/2022 |
| 3 | 02/25/2022 |

ASBE0028-001 07/01/2019

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

Asbestos Workers/Insulator
(Includes application of
all insulating materials,
protective coverings,
coatings and finishings to
all types of mechanical

systems).....\$ 32.98 14.73

BRCO0007-004 01/01/2021

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

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

BRICKLAYER.....\$ 31.43 9.72

BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

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

BRICKLAYER.....\$ 25.88 10.34

ELEC0012-004 09/01/2021

PUEBLO COUNTY

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

ELECTRICIAN

| | | |
|---------------------------|----------|----------|
| Electrical contract over | | |
| \$1,000,000..... | \$ 29.80 | 13.00+3% |
| Electrical contract under | | |
| \$1,000,000..... | \$ 24.85 | 13.00+3% |

ELEC0068-001 06/01/2021ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER, AND WELD COUNTIES

| | | |
|------------------|----------|---------|
| | Rates | Fringes |
| ELECTRICIAN..... | \$ 39.75 | 17.27 |

ELEC0111-001 09/01/2021

| | | |
|------------------------------|----------|---------------|
| | Rates | Fringes |
| Line Construction: | | |
| Groundman..... | \$ 23.14 | 24.25%+\$7.05 |
| Line Equipment Operator..... | \$ 37.39 | 24.25%+\$7.05 |
| Lineman and Welder..... | \$ 51.92 | 24.25%+\$7.05 |

ELEC0113-002 06/01/2021

EL PASO COUNTY

| | | |
|------------------|----------|---------|
| | Rates | Fringes |
| ELECTRICIAN..... | \$ 34.15 | 16.87 |

ELEC0969-002 06/01/2019

MESA COUNTY

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

ENGI0009-001 05/01/2021

| | | |
|-----------------------------|----------|---------|
| | Rates | Fringes |
| Power equipment operators: | | |
| Blade: Finish..... | \$ 31.37 | 12.35 |
| Blade: Rough..... | \$ 31.05 | 12.35 |
| Bulldozer..... | \$ 31.05 | 12.35 |
| Cranes: 50 tons and under.. | \$ 31.70 | 12.35 |
| Cranes: 51 to 90 tons..... | \$ 31.97 | 12.35 |

| | |
|--------------------------------------|-------|
| Cranes: 91 to 140 tons.....\$ 33.05 | 12.35 |
| Cranes: 141 tons and over...\$ 35.17 | 12.35 |
| Forklift.....\$ 30.67 | 12.35 |
| Mechanic.....\$ 31.20 | 12.35 |
| Oiler.....\$ 30.29 | 12.35 |
| Scraper: Single bowl | |
| under 40 cubic yards.....\$ 31.20 | 12.35 |
| Scraper: Single bowl, | |
| including pups 40 cubic | |
| yards and over and tandem | |
| bowls.....\$ 31.37 | 12.35 |
| Trackhoe.....\$ 31.20 | 12.35 |

IRON0024-003 12/01/2021

| | Rates | Fringes |
|-------------------------------------|-------|---------|
| IRONWORKER, STRUCTURAL.....\$ 31.00 | | 24.59 |
| Structural | | |

LABO0086-001 05/01/2009

| | Rates | Fringes |
|------------------------|-------|---------|
| Laborers: | | |
| Pipelayer.....\$ 18.68 | | 6.78 |

PLUM0003-005 06/01/2020

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

| | Rates | Fringes |
|----------------------|-------|---------|
| PLUMBER.....\$ 43.63 | | 16.67 |

PLUM0058-002 07/01/2021

EL PASO COUNTY

| | Rates | Fringes |
|---------------------------------------|-------|---------|
| Plumbers and Pipefitters.....\$ 40.35 | | 16.25 |

PLUM0058-008 07/01/2021

PUEBLO COUNTY

| | Rates | Fringes |
|---------------------------------------|-------|---------|
| Plumbers and Pipefitters.....\$ 40.35 | | 16.25 |

 PLUM0145-002 07/01/2016

MESA COUNTY

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 35.17 | 11.70 |

PLUM0208-004 01/01/2021

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

| | Rates | Fringes |
|-----------------|----------|---------|
| PIPEFITTER..... | \$ 39.10 | 13.77 |

SHEE0009-002 07/01/2021

| | Rates | Fringes |
|-------------------------|----------|---------|
| Sheet metal worker..... | \$ 36.45 | 20.15 |

TEAM0455-002 07/01/2020

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

* SUCO2001-006 12/20/2001

| | Rates | Fringes |
|-----------------------------------|-------------|---------|
| BOILERMAKER..... | \$ 17.60 | |
| Carpenters: | | |
| Form Building and Setting... | \$ 16.97 | 2.74 |
| All Other Work..... | \$ 15.14 | 3.37 |
| Cement Mason/Concrete Finisher... | \$ 17.31 | 2.85 |
| IRONWORKER, REINFORCING..... | \$ 18.83 | 3.90 |
| Laborers: | | |
| Common..... | \$ 11.22 ** | 2.92 |
| Flagger..... | \$ 8.91 ** | 3.80 |
| Landscape..... | \$ 12.56 ** | 3.21 |

| | | |
|----------------------------|----------|------|
| Painters: | | |
| Brush, Roller & Spray..... | \$ 15.81 | 3.26 |

| | | |
|----------------------------|----------|------|
| Power equipment operators: | | |
| Backhoe..... | \$ 16.36 | 2.48 |
| Front End Loader..... | \$ 17.24 | 3.23 |
| Skid Loader..... | \$ 15.37 | 4.41 |

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

=====

**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
(Supp #74, Revised: 01-01-2022)**

| Classification | | Base | Fringe |
|---|----------------------------------|-------------|---------------|
| Ironworker | Ornamental | \$24.80 | \$10.03 |
| Laborer | Group 1 | \$18.18 | \$8.27 |
| | Group 2 | \$21.59 | \$8.61 |
| Laborer (Common) | | \$15.87 | \$2.92 |
| Laborer (Flagger) | | \$15.87 | \$3.80 |
| Laborer (Landscape) | | \$15.87 | \$3.21 |
| Laborer (Janitor) | Janitor/Yardmen | \$17.68 | \$8.22 |
| Laborer (Asbestos) | Removal of Asbestos | \$21.03 | \$8.55 |
| Laborer (Tunnel) | Group 1 | \$18.53 | \$8.30 |
| | Group 2 | \$18.63 | \$8.31 |
| | Group 3 | \$19.73 | \$8.42 |
| | Group 4 | \$21.59 | \$8.61 |
| | Group 5 | \$19.68 | \$8.42 |
| Line Construction | Lineman, Gas Fitter/Welder | \$36.88 | \$9.55 |
| | Line Eq Operator/Line Truck Crew | \$25.74 | \$8.09 |
| Millwright | | \$28.00 | \$10.00 |
| Power Equipment Operator | Group 1 | \$22.97 | \$10.60 |
| | Group 2 | \$23.32 | \$10.63 |
| | Group 3 | \$23.67 | \$10.67 |
| | Group 4 | \$23.82 | \$10.68 |
| | Group 5 | \$23.97 | \$10.70 |
| | Group 6 | \$24.12 | \$10.71 |
| | Group 7 | \$24.88 | \$10.79 |
| Power Equipment Operator (Tunnels above and below ground, shafts and raises): | Group 1 | \$25.12 | \$10.81 |
| | Group 2 | \$25.47 | \$10.85 |
| | Group 3 | \$25.57 | \$10.86 |
| | Group 4 | \$25.82 | \$10.88 |
| | Group 5 | \$25.97 | \$10.90 |
| | Group 6 | \$26.12 | \$10.91 |
| | Group 7 | \$26.37 | \$10.94 |
| Truck Driver | Group 1 | \$18.42 | \$10.00 |
| | Group 2 | \$19.14 | \$10.07 |
| | Group 3 | \$19.48 | \$10.11 |
| | Group 4 | \$20.01 | \$10.16 |
| | Group 5 | \$20.66 | \$10.23 |
| | Group 6 | \$21.46 | \$10.31 |

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

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: February 28, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, February 25, 2022** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220009
Superseded General Decision No. CO20210009
Modification No. 1
Publication Date: 02/25/2022
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 7 for reference.**

"General Decision Number: CO20220009 02/25/2022

Superseded General Decision Number: CO20210009

State: Colorado

Construction Type: Highway

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)(2)-(60).

| | |
|--|--|
| 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 \$15.00 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 2022. |
| 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 \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022. |

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 <https://www.dol.gov/agencies/whd/government-contracts>.

| | |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0 | 01/07/2022 |
| 1 | 02/25/2022 |

CARP9901-008 11/01/2019

| | | |
|---------------------------------|----------|---------|
| | Rates | Fringes |
| CARPENTER (Form Work Only)..... | \$ 26.50 | 10.32 |
| ----- | | |
| ELEC0068-016 03/01/2011 | | |

| | | |
|-----------------------------|----------|------------|
| | Rates | Fringes |
| TRAFFIC SIGNALIZATION: | | |
| Traffic Signal Installation | | |
| Zone 1..... | \$ 26.42 | 4.75%+8.68 |
| Zone 2..... | \$ 29.42 | 4.75%+8.68 |

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

Colorado Springs - Nevada & Bijou
 Denver - Ellsworth Avenue & Broadway
 Ft. Collins - Prospect & College
 Grand Junction - 12th & North Avenue
 Pueblo - I-25 & Highway 50
 All work outside of these areas shall be paid Zone 2 rates.

 ENGI0009-008 05/01/2021

| | | |
|---------------------------|-------|---------|
| | 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.).....\$ 31.05 | 12.35 |
| (3)-Loader (under 6 cu. yd.) | |
| Denver County.....\$ 31.05 | 12.35 |
| (3)-Motor Grader (blade-rough) | |
| Douglas County.....\$ 31.05 | 12.35 |
| (4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....\$ 31.70 | 12.35 |
| (4)-Loader (over 6 cu. yd) | |
| Denver County.....\$ 31.20 | 12.35 |
| (5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....\$ 31.37 | 12.35 |
| (5)-Motor Grader (blade-finish) | |
| Douglas County.....\$ 31.37 | 12.35 |
| (6)-Crane (91-140 tons).....\$ 33.05 | 12.35 |
| ----- | |
| * SUCO2011-004 09/15/2011 | |

| | Rates | Fringes |
|--|-------|---------|
| CARPENTER (Excludes Form Work)....\$ 19.27 | | 5.08 |
| CEMENT MASON/CONCRETE FINISHER | | |
| Denver.....\$ 20.18 | | 5.75 |
| Douglas.....\$ 18.75 | | 3.00 |
| ELECTRICIAN (Excludes Traffic Signal Installation).....\$ 35.13 | | 6.83 |
| FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....\$ 13.02 ** | | 3.20 |
| GUARDRAIL INSTALLER.....\$ 12.89 ** | | 3.20 |
| HIGHWAY/PARKING LOT STRIPING:Painter | | |
| Denver.....\$ 12.62 ** | | 3.21 |
| Douglas.....\$ 13.89 ** | | 3.21 |
| IRONWORKER, REINFORCING (Excludes Guardrail Installation).....\$ 16.69 | | 5.45 |
| IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail | | |

| | | |
|--------------------|----------|------|
| Installation)..... | \$ 18.22 | 6.01 |
|--------------------|----------|------|

LABORER

| | | |
|------------------------------|-------------|------|
| Asphalt Raker..... | \$ 16.29 | 4.25 |
| Asphalt Shoveler..... | \$ 21.21 | 4.25 |
| Asphalt Spreader..... | \$ 18.58 | 4.65 |
| Common or General | | |
| Denver..... | \$ 16.76 | 6.77 |
| Douglas..... | \$ 16.29 | 4.25 |
| Concrete Saw (Hand Held).... | \$ 16.29 | 6.14 |
| Landscape and Irrigation.... | \$ 12.26 ** | 3.16 |
| Mason Tender- | | |
| Cement/Concrete | | |
| Denver..... | \$ 16.96 | 4.04 |
| Douglas..... | \$ 16.29 | 4.25 |
| Pipelayer | | |
| Denver..... | \$ 13.55 ** | 2.41 |
| Douglas..... | \$ 16.30 | 2.18 |
| Traffic Control (Flagger)... | \$ 9.55 ** | 3.05 |
| Traffic Control (Sets | | |
| Up/Moves Barrels, Cones, | | |
| Install Signs, Arrow | | |
| Boards and Place | | |
| Stationary Flags) (Excludes | | |
| Flaggers)..... | \$ 12.43 ** | 3.22 |

| | | |
|---------------------------|----------|------|
| PAINTER (Spray Only)..... | \$ 16.99 | 2.87 |
|---------------------------|----------|------|

POWER EQUIPMENT OPERATOR:

| | | |
|-------------------------|----------|------|
| Asphalt Laydown | | |
| Denver..... | \$ 22.67 | 8.72 |
| Douglas..... | \$ 23.67 | 8.47 |
| Asphalt Paver | | |
| Denver..... | \$ 24.97 | 6.13 |
| Douglas..... | \$ 25.44 | 3.50 |
| Asphalt Roller | | |
| Denver..... | \$ 23.13 | 7.55 |
| Douglas..... | \$ 23.63 | 6.43 |
| Asphalt Spreader..... | \$ 22.67 | 8.72 |
| Backhoe/Trackhoe | | |
| Douglas..... | \$ 23.82 | 6.00 |
| Bobcat/Skid Loader..... | \$ 15.37 | 4.28 |
| Boom..... | \$ 22.67 | 8.72 |
| Broom/Sweeper | | |
| Denver..... | \$ 22.47 | 8.72 |
| Douglas..... | \$ 22.96 | 8.22 |
| Bulldozer..... | \$ 26.90 | 5.59 |
| Concrete Pump..... | \$ 21.60 | 5.21 |
| Drill | | |
| Denver..... | \$ 20.48 | 4.71 |
| Douglas..... | \$ 20.71 | 2.66 |
| Forklift..... | \$ 15.91 | 4.68 |

| | | |
|---|-------------|------|
| Grader/Blade | | |
| Denver..... | \$ 22.67 | 8.72 |
| Guardrail/Post Driver..... | \$ 16.07 | 4.41 |
| Loader (Front End) | | |
| Douglas..... | \$ 21.67 | 8.22 |
| Mechanic | | |
| Denver..... | \$ 22.89 | 8.72 |
| Douglas..... | \$ 23.88 | 8.22 |
| Oiler | | |
| Denver..... | \$ 23.73 | 8.41 |
| Douglas..... | \$ 24.90 | 7.67 |
| Roller/Compactor (Dirt and Grade Compaction) | | |
| Denver..... | \$ 20.30 | 5.51 |
| Douglas..... | \$ 22.78 | 4.86 |
| Rotomill..... | \$ 16.22 | 4.41 |
| Screed | | |
| Denver..... | \$ 22.67 | 8.38 |
| Douglas..... | \$ 29.99 | 1.40 |
| Tractor..... | \$ 13.13 ** | 2.95 |

TRAFFIC SIGNALIZATION:

Groundsman

| | | |
|--------------|----------|------|
| Denver..... | \$ 17.90 | 3.41 |
| Douglas..... | \$ 18.67 | 7.17 |

TRUCK DRIVER

| | | |
|---|-------------|------|
| Distributor | | |
| Denver..... | \$ 17.81 | 5.82 |
| Douglas..... | \$ 16.98 | 5.27 |
| Dump Truck | | |
| Denver..... | \$ 15.27 | 5.27 |
| Douglas..... | \$ 16.39 | 5.27 |
| Lowboy Truck..... | \$ 17.25 | 5.27 |
| Mechanic..... | \$ 26.48 | 3.50 |
| Multi-Purpose Specialty & Hoisting Truck | | |
| Denver..... | \$ 17.49 | 3.17 |
| Douglas..... | \$ 20.05 | 2.88 |
| Pickup and Pilot Car | | |
| Denver..... | \$ 14.24 ** | 3.77 |
| Douglas..... | \$ 16.43 | 3.68 |
| Semi/Trailer Truck..... | \$ 18.39 | 4.13 |
| Truck Mounted Attenuator.... | \$ 12.43 ** | 3.22 |
| Water Truck | | |
| Denver..... | \$ 26.27 | 5.27 |
| Douglas..... | \$ 19.46 | 2.58 |

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

**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
Revised 01/01/2022)**

| Classification | | Base | Fringe |
|---|----------------------------------|-------------|---------------|
| Guard Rail Installer | | \$15.87 | \$3.20 |
| Highway Parking Lot Striping: Painter | | \$15.87 | \$3.21 |
| Ironworker (Ornamental) | | \$26.05 | \$12.00 |
| Laborer | Removal of Asbestos | \$21.03 | \$8.55 |
| Laborer (Landscape & Irrigation) | | \$15.87 | \$3.16 |
| Laborer: Traffic Control (Flagger) | | \$15.87 | \$3.05 |
| Laborer: Stationary Flags(excludes Flaggers) | | \$15.87 | \$3.22 |
| 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 | \$18.42 | \$10.00 |
| | Group 2 | \$19.14 | \$10.07 |
| | Group 3 | \$19.48 | \$10.11 |
| | Group 4 | \$20.01 | \$10.16 |
| | Group 5 | \$20.66 | \$10.23 |
| | Group 6 | \$21.46 | \$10.31 |
| Truck Driver: Truck Mounted Attenuator | | \$15.87 | \$3.22 |

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

EXHIBIT E
SPECIAL CONDITIONS

VI. SPECIAL CONDITIONS

SC-1 CONSTRUCTION CONTRACT GENERAL CONDITIONS

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

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

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

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

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

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

Document
Contract Drawings
Change Orders and Change Order Directives
Task Orders
Specifications

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

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

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

SC-3 REVISIONS TO G.C. 201

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

SC-4 CITY LINE OF AUTHORITY AND CONTACTS

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

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

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

Senior Vice President - Airport Infrastructure Management (SVP-AIM) who reports to the COO. Airport Infrastructure Management office, 10th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

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

Project Manager, the City representative who has day to day administrative responsibility of this Contract, and who reports to the SVP-AIM. All notices, requests, pay applications (pursuant to G.C. 902), and other correspondence from the Contractor shall be sent to the assigned Project Manager unless otherwise provided in this Contract. The Project Manager for this Contract is: Terry Seifert, Airport Infrastructure Management Office, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249, phone 303-342-2200.

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

SC-5 CONTRACTOR PERFORMANCE; SUBCONTRACTING

With respect to General Condition 501, no more than eighty percent (80%) of the work may be subcontracted. If it is determined to be in the City’s best interest, this percentage may be modified throughout the course of the project by the SVP-AIM.

SC-6 COOPERATION WITH OTHERS

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

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

SC-7 PROSECUTION AND COMPLETION OF THE WORK:

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

contractor proposals for Task Order work or Task Order Change Orders will be in a format as outlined in the Task Order Notice. Proposal line items will include quantities and units of work as well as man-hours and material cost per unit. Work for which a negotiated cost agreement cannot be reached between the City and the Contractor may be, at the direction of the Assistant Manager, performed and compensated on a time and materials basis, with the associated markups applied. Any applicable Milestones will be established in each Task Order.

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

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

With respect to any work that is authorized by a Task Order issued prior to the contract completion date, but not completed by that date, the City shall have the option to terminate the contracted work in progress and pay only for that portion of the work satisfactorily completed within the period of performance specified herein or to provide for, in writing, a limited extension of the contract completion date to complete the remaining work. In the event the completion date for a particular Task Order is extended as provided for herein, it shall only allow for consideration of costs that were already agreed upon in a previously issued Task Order(s) and shall not include any modifications to the proposal unit prices or Task Order estimates except those required by Prevailing Wage law, or any additional compensation for extended overhead or impact costs. For each Task Order submitted to the Contractor for pricing, the Contractor agrees to review and price the Task Order within fourteen (14) consecutive calendar days of the date of such Task Order.

SC-8 LIQUIDATED DAMAGES

If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Contractor shall be liable to the City for liquidated damages at the rate of Five Thousand Dollars (\$5,000.00) per day until substantial completion is achieved.

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

SC-9 FACILITY SECURITY AND PERSONNEL ACCESS

The Contractor shall conduct all its activities at the Airport in compliance with the Airport security system rules and regulations, which are administered by the Airport Operations Division. The Contractor shall obtain the proper access authorizations for its employees, subcontractors and suppliers (i.e., Badges and Permits), and shall be responsible for such persons' compliance with all the Airport rules and regulations. A copy of the Contractors' section of the Airport Security rules and regulations are available for Contractor review at the Airport Access Services Office, Concourse A East Subcore, 4th Level. Persons regularly

entering the construction areas must obtain personnel access badges from the Airport Access Services Office and must display badges, at all times, upon entering the construction, restricted and sterile areas of the airport. Any employee, subcontractor or supplier who violates such rules may be subject to revocation of his access authorization, including authorization for access to the construction site and all other restricted and sterile areas.

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

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

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

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

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

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

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

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

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

DEN Contact:
HSS Management
(303) 342-4366

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

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

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

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

SC-10 CONSTRUCTION ACCESS

The work site is located inside the fenced area of the airfield at 8500 Pena Blvd, Denver CO 80249. The Contractor shall have access to the work site via Gate 7, with all equipment and materials delivery routes TBD.

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

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

SC-11 VEHICLE PERMITTING

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

SC-12 VENDORS AND SUPPLIERS

The Contractor shall provide the Project Manager's office with a list of its equipment/material vendors

and suppliers. Vendors or suppliers shall access the construction work areas via the Contractor's access route, described in SC-10 above. All delivery vehicles are subject to search.

SC-13 COMMUNICATION DEVICES

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

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

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

SC-15 ATTORNEYS' FEES

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

SC-16 INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

SC-17 SUBCONTRACTOR RELEASES

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

SC-18 ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS, FEDERAL PROVISIONS

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

SC-19 ESTIMATED QUANTITIES OF UNIT PRICED ITEMS

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

SC-20 REVISIONS TO G.C. 1102

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

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

SC-21 LISTING OF ACCEPTABLE MANUFACTURERS

The Technical Specifications list "Acceptable Manufacturers" for certain products. Such listing identifies manufacturers of certain products which have been determined by a preliminary review to be able to meet the basic product and/or system technical requirements. The listing is not intended to provide a blanket endorsement or acceptance of the manufacturer's specified products or product line. All products from listed manufacturers must meet the detailed requirements of the Technical Specifications. Products

that do not meet all detailed Technical Specifications are not acceptable and will be rejected, regardless of whether the manufacturer was listed as "acceptable." The Contractor is responsible for determining the acceptability of all products under the Technical Specifications prior to submission of products for approval.

SC-22 ACCESSIBLE PARKING SPACES, ACCESS AISLES AND ROUTES OF TRAVEL

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

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

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

Before blocking or relocating accessible parking spaces or accessible routes of travel, the contractor must obtain written approval from the 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, and specifications of the temporary signage to be used. Work shall not proceed without this approval.

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

SC-23 SUBCONTRACTOR PAYMENTS AND SUBCONTRACTOR RELEASES – REQUIRED USE OF THE B2G CONTRACT MANAGEMENT SYSTEM

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

SC-24 PAYMENTS TO CONTRACTORS

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

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

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

Agency/Firm

DEN Division CA

DEN Division PM

DEN Division Director

DEN Contract Services CA

CCD Denver Prevailing Wage

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

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

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

END OF SPECIAL CONDITIONS

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

CONSTRUCTION CONTRACT GENERAL CONDITIONS
TABLE OF CONTENTS

2303 NO WAIVER OF RIGHTS 80

2304 NO THIRD PARTY BENEFICIARY 80

2305 GOVERNING LAW; VENUE 80

2306 ABBREVIATIONS 81

2307 STATUTE OF LIMITATIONS IN C.R.S. § 13-80-102(1)(h) 81

INDEX i-ix

EXHIBIT G
PAYMENT AND PERFORMANCE BONDS

Signatures by the City Attorney, DEN CEO, and the Mayor will be provided later and shall be fully incorporated by reference herein.

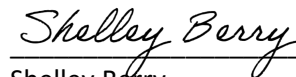
EXHIBIT H

**REQUEST FOR PROPOSALS AND CONTRACTOR'S RESPONSE TO REQUEST FOR
PROPOSALS AND FORMS**

June 16, 2022

Denver International Airport
ON-CALL AIRFIELD CONSTRUCTION SERVICES
RFP NO. 202162810
ADDENDUM NUMBER ONE

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, Part 1 of the Bid Forms.



Shelley Berry
Contract Administrator
Contract Procurement

ON-CALL AIRFIELD CONSTRUCTION SERVICES**RFP NO. 202162810****ADDENDUM NUMBER ONE****Scope of this Addendum**

Addendum Number 1 includes modifications to the following Bid Documents issued June 8, 2022. These modifications are deemed necessary by the City and County of Denver.

RFP LETTER

The schedule of activities is amended as follows:

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 8, 2022 |
| Optional Pre-Proposal Conference | June 16, 2022 at 10:00AM Denver Local Time |
| Last Date to Submit Written Questions | June 30, 2022 by 2:00PM Denver Local Time |
| Proposal Due Date | July 13, 2022 by 2:00PM Denver Local Time |

Pre-Proposal PowerPoint – Key Dates

The key dates will be updated on the Pre-Proposal PDF posted on BidNet. The key dates are amended as follows:

- **Last Day to Submit Questions through BidNet**
 - **June 30, 2022 by 2:00 PM** Denver Local Time; submit to <https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>
- **Proposal Due Date**
 - **July 13, 2022** by 2:00 PM Denver Local Time
- **Please monitor the BidNet website for project updates,** <https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

Questions & Answers

Addendum 1 provides a response to the sole vendor question received to date in BidNet. This Q&A Document 1 is attached. A final addendum will be issued following the deadline for questions due on Thursday, June 30, 2022, by 2:00 PM Denver Local Time.

The total number of pages (including cover sheet) contained in this Addendum Number One is Four (4).

* * * * *

End of Addendum Number 1.

Questions & Answers - 1

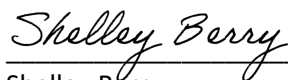
Project 202262810 - On-Call Airfield Construction Services
Buying Organization City and County of Denver Department of Aviation

| No | Question/Answer | Question Date |
|----|---|---------------|
| Q1 | <p>Question: Proposal Due Date</p> <p>Would DEN be willing to extend the proposal due date by a week in order to avoid potential PTO (vacation) scheduling conflicts resulting from the Independence Day holiday?</p> <p>Answer: The deadline for proposals and questions has been extended. The new due date for Questions will be Thursday, June 30, 2022 by 2:00PM Denver Local Time. The new due date for Proposals will be Wednesday, July 13th by 2:00PM Denver Local Time.</p> | 06/10/2022 |

July 1, 2022

Denver International Airport
ON-CALL AIRFIELD CONSTRUCTION SERVICES
RFP NO. 202262810
ADDENDUM NUMBER TWO

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, Part 1 of the Bid Forms.



Shelley Berry
Contract Administrator
Contract Procurement

ON-CALL AIRFIELD CONSTRUCTION SERVICES

RFP NO. 202262810

ADDENDUM NUMBER TWO

Scope of this Addendum

Addendum Number 2 includes modifications to the following Bid Documents issued June 8, 2022. These modifications are deemed necessary by the City and County of Denver.

QUESTIONS AND ANSWERS

Addendum 2 provides responses to the remaining questions received by the deadline. This Q&A Document 2 is attached.

The total number of pages (including cover sheet) contained in this Addendum Number Two is Four (4).

* * * * *

End of Addendum Number 2

Questions & Answers - 1

Project 202262810 - On-Call Airfield Construction Services
Buying Organization City and County of Denver Department of Aviation

| No | Question/Answer | Question Date |
|----|---|---------------|
| Q2 | <p>Question: Positions - Rates & Markups</p> <p>Please confirm what is to be entered in Section A - Position on the Schedule of Rates & Markups Form? Is it to be a person, burdened hourly rate, or both?</p> <p>Answer: Section A should include both.</p> | 06/27/2022 |
| Q3 | <p>Question: Yearly Update</p> <p>Will the contractor be allowed to update Core Staff rates each year? The contract states it "May" be allowed, can you please confirm Core Staff rates will be allowed to be adjusted with inflation on the anniversary of the contract?</p> <p>Answer: Core Staff rates establish the initial rate. We will revise the contract during negotiation to contain a 3% maximum annual increase.</p> | 06/27/2022 |
| Q4 | <p>Question: Core Staff Markup</p> <p>Can you please confirm where between Exhibit K, Exhibit L, & the Schedule of Rates & Markups that Core staff markup is to be applied? It does not appear that Section B "Labor Markup" is applied to the core staff.</p> <p>Answer: Use Exhibit K to determine your mark-up (multiplier) and apply in the multiplier column in Exhibit L.</p> | 06/27/2022 |
| Q5 | <p>Question: MWBE Participation</p> <p>Will each task require separate MWBE documentation be completed with pricing?</p> <p>Answer: MWBE goal applies to the cumulative performance for the contract duration, not per task.</p> | 06/27/2022 |
| Q6 | <p>Question: Exhibit L Employees</p> <p>Is the contractor to list all potential employees who may be identified as "Core Staff" and used on individual Task orders on Exhibit L?</p> <p>Answer: Yes, the contractor is to list all potential employees who may be identified as Core Staff.</p> | 06/27/2022 |
| Q7 | <p>Question: Non-MWBE Subs</p> <p>Since this is an On-Call RFP with widely variable project types and unknown costs please advise how the contractor is supposed to fill out the List of Proposed Non-MWBE Subcontractors?</p> <p>Answer: Fill the list with what Non-MWBE contractors you have identified and are committed to use if the appropriate scope is included in a task order. If individual scopes of work require additional or different subcontractors, you will be able to add those for the applicable task order.</p> | 06/27/2022 |

| No | Question/Answer | Question Date |
|----|---|---------------|
| Q8 | <p>Question: DSO Form 1B</p> <p>Since this is an On-Call RFP with widely variable project types please advise how the contractor is supposed to fill out Form 1B and commit to MWBE Subs and Suppliers?</p> <p>Answer: When completing the 1B, the Prime must choose their certified subs based on the scope of work outlined in the RFP and those certified subs must be utilized in meeting the overall goal of the project and completion of the contract. If additional scopes are identified in a task order and a MWBE subcontractor not identified on your list is necessary, you will be able to add this subcontractor during the contract. When and/or if additional subs are added, an updated 1B and an LOI for each sub must be attached to the task order.</p> | 06/27/2022 |
| Q9 | <p>Question: Exhibit K Clarification</p> <p>Our audited financial statement does not show a full breakdown of Fringe Benefits as shown in Exhibit K, instead lines 13-21 are consolidated into a single number. Is it acceptable to utilize our Total Fringe value and modify the Exhibit K to show the information requested? If utilization of "Total Fringe" from our financial statement cannot be utilized would it be acceptable to estimate a breakout of Fringe Rates to come up with a total percentage that matches our financial statement?</p> <p>Answer: A contractor may utilize the attached Fringe Benefit Spreadsheet to estimate their fringe benefits on an individualized basis. This is for an estimate only, as the amounts are dependent upon fringe approval. Approval requires that benefits meet our minimum standards and sufficient backup documentation is provided.</p> | 06/27/2022 |



REQUEST FOR PROPOSAL

On-Call Airfield Construction Services

RFP NO. 202262810

JUNE 8, 2022

REQUEST FOR PROPOSALS (RFP)

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

Contract Administrator (CA): Shelley Berry
 E-Mail: contract.procurement@flydenver.com

Request for Proposals #RFP No. 202262810

PROPOSALS MUST BE RECEIVED BY: Wednesday, July 6, 2022 at 2:00PM 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 8, 2022 |
| Optional Pre-Proposal Conference | June 16, 2022 at 10:00AM Denver Local Time |
| Last Date to Submit Written Questions | June 23, 2022 by 2:00PM Denver Local Time |
| Proposal Due Date | July 6, 2022 by 2:00PM 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.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_OGNiOGUzNmMtNDfjOS00Njc5LTkxNDAtMjAwZjQ3NWFKYWE5%40thread.v2/0?context=%7b%22Tid%22%3a%2279c62162-b85e-4b0e-a863-ebe7817ad70d%22%2c%22Oid%22%3a%22d0a68758-6f03-4d75-9ed4-84d2a4f02e19%22%2c%22IsBroadcastMeeting%22%3a%22true%7d%22&btype=a&role=a

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 Proposers 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 and EBS FAQ site. 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.

Vendor EBS Guide:

http://business.flydenver.com/bizops/documents/den_Vendor_EBS_Guide.pdf

EBS FAQs:

<http://faq.bidnetdirect.com/electronic-bid-submission/>

BidNet Vendor Training Video Link:

<https://bidnetdirect.webex.com/bidnetdirect/lsr.php?RCID=921c686e667f4017a58858e957e03eff>

Minority and Women-Owned Business Enterprise MWBE Participation

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

16% Minority and Women-Owned Business Enterprise (MWBE) Participation Goal

Project goals must be met with certified participants as set forth in Section 28-60, D.R.M.C. or through the demonstration of a sufficient good faith effort under Section 28-64 D.R.M.C. A draft MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan) is a required submittal as part of the response to this RFP and it will be scored. DSOB's approval of the MWBE EDI Plan will be required prior to receiving an executed contract or notice to proceed.

General Statement of Work

This request is for the selection of contractors through a competitive request for proposal process to provide On-Call Airfield Construction Services at Denver International Airport (DEN). The selected contractors will perform airfield repair work, primarily related to the airfield infrastructure per Federal Aviation Administration (FAA) criteria. Work may include repairs to, or replacement of any infrastructure (excluding buildings) within or pertaining to, primarily the airfield, but does not preclude landside task orders. This work may include but is not limited to the following: demolition, earthwork and turf, concrete and asphalt paving, special structures, manholes and retaining walls, fencing, drainage, erosion control

and utilities, lighting and signage, pavement marking, spall and joint repair, joint and crack sawing, routing, and sealing, traffic control and haul route flagging/monitoring, and mobilization.

Prequalification Requirements

Each bidder must be prequalified in category 3C Concrete Airfield Paving at or above the \$6,000,000. monetary level in accordance with the City's Rules and Regulations Governing Prequalification of Contractors. Each bidder 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 MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan)
- ☐ Sample Agreement:
 - List of all questions, issues, or proposed modifications to the Sample Agreement as outlined in Section III-2
- ☐ Proposal Forms - all completed and signed
 - Proposal Acknowledgement Letter – filled out completely and acknowledge 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
 - Form W-9
 - Certificate of Good Standing
- ☐ DSBO Forms
 - Commitment to MWBE Participation
 - 1B - List of Proposed Subcontractors, Subconsultants, and/or Suppliers
- ☐ Diversity Survey
 - Diversity and Inclusiveness in City Solicitations (online survey – include the completed survey with your proposal submission)
- ☐ Financial Forms (to be submitted as separate electronic files from the proposal)
 - Schedule of Rates and Markups
 - Exhibit K: <http://business.flydenver.com/bizops/documents/exhK-FringeBenefits.xlsx>
 - Exhibit L: <http://business.flydenver.com/bizops/documents/exhL-CoreStaffRateProp-Const.xlsx>

TABLE OF CONTENTS

| On-Call Airfield Construction Services | Page |
|---|-------------|
| REQUEST FOR PROPOSALS (RFP) | 2 |
| PROPOSAL SUBMITTAL REQUIREMENTS | 5 |
| I. CITY, AIRPORT AND PROJECT OVERVIEW | 8 |
| II. SCOPE OF WORK | 9 |
| III. ADMINISTRATIVE INFORMATION | 10 |
| III-1 Issuing Office | 10 |
| III-2 Introduction and Acceptance of RFP Terms | 10 |
| III-3 Means of Communication | 10 |
| III-4 Interpretation of Proposal Documents | 10 |
| III-5 Addenda | 11 |
| III-6 DEN Website | 11 |
| III-7 Withdrawal of Proposal | 11 |
| III-8 Rights of DEN | 12 |
| III-9 Confidentiality of Records | 12 |
| III-10 Proposer Agreements | 13 |
| III-11 Minority and Women-Owned Business Enterprise (MWBE) Participation | 13 |
| III-12 Certification of Independent Price and Work Determination | 14 |
| III-13 Designation of Subcontractors | 15 |
| III-14 Payment | 15 |
| III-15 Disclosure of Legal and Administrative Proceedings and Financial Condition | 15 |
| III-16 Insurance Requirements | 17 |
| III-17 Governmental Immunity | 17 |
| III-18 Security | 17 |
| III-19 Airport Identification (ID) Badge Requirements | 18 |
| III-20 Background Checks | 19 |
| III-21 Vehicles in the Secured Area | 19 |
| III-22 Violations | 19 |
| III-23 Diversity and Inclusivity in City Solicitations | 20 |
| III-24 Wage Ordinances | 20 |
| III-25 Taxes | 21 |
| III-26 Conformed Technical Specifications and Contract Documents | 21 |
| III-27 Site Inspection and Investigations | 21 |
| III-28 Materials and Substitutions | 22 |
| III-29 Permit Fees | 22 |
| III-30 Construction Scheduling | 22 |
| III-31 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion | 23 |
| III-32 Proposal Guarantee | 23 |

| | | |
|--------|---|----|
| III-33 | Payment & Performance Bonds..... | 23 |
| III-34 | Project Controls Requirements..... | 23 |
| IV. | PREPARATION OF PROPOSAL..... | 24 |
| IV-1 | Preparation of Proposal - Proposal Forms..... | 24 |
| IV-2 | Preparation of Proposal - Proposal Narrative | 24 |
| IV-3 | Proposal Narrative Contents | 25 |
| 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. | SPECIAL CONDITIONS..... | 33 |
| VII. | ATTACHMENT 1, PROPOSAL FORMS | 42 |
| | Attachment 1, Part 1 Proposal Acknowledgement Letter..... | 42 |
| | Attachment 1, Part 2 Proposal Data Form..... | 43 |
| | Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition | 45 |
| | Attachment 1, Part 4 Proposal Declaration | 46 |
| | Attachment 1, Part 5 List of Proposed Non-MWBE Subcontractors | 47 |
| | Attachment 1, Part 6 Certification of Non-Segregated Facilities | 49 |
| | Attachment 1, Part 7 Equal Opportunity Report Statement | 50 |
| | Attachment 1, Part 8 Schedule of Rates and Markups..... | 51 |
| VIII. | ATTACHMENT 2, MWBE FORMS..... | 52 |
| IX. | ATTACHMENT 3, FORM W-9..... | 53 |
| X. | ATTACHMENT 4, INSURANCE REQUIREMENTS | 54 |
| XI. | ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS..... | 55 |
| XII. | ATTACHMENT 6, SAMPLE CONTRACT..... | 56 |
| XIII. | ATTACHMENT 7, CERTIFICATE OF GOOD STANDING | 57 |
| XIV. | ATTACHMENT 8, PAYMENT AND PERFORMANCE BONDS | 58 |
| XV. | ATTACHMENT 9, PREVAILING WAGES | 62 |
| XVI. | ATTACHMENT 10, LIEN RELEASE FORMS..... | 63 |

I. CITY, AIRPORT AND PROJECT OVERVIEW

The values of equity, diversity, inclusivity, accessibility, and sustainability are inherent to the City and County of Denver (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 multicultural 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 multicultural businesses, including participation by small businesses and those that are owned and controlled by historically underutilized multicultural businesses which shall include small businesses and those owned by minorities, women, veterans, LGBTQ+, 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 diverse and inclusive community of vendors and contractors, both as prime and sub-contractors to address racial, socioeconomic and gender disparities. Through this promotion of equity, diversity, and inclusion, 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.

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 2022 and has a scheduled duration of approximately 3 years. The proposal must be prepared and submitted in accordance with the requirements and procedures contained in this RFP document and the City's, including DEN's, ordinances, rules, policies, and procedures. Compliance with these requirements by the Proposer is mandatory and is a condition of responsiveness. Any failure to satisfy these requirements will be a sufficient basis for the City and County of Denver's Department of Aviation, also known as Denver International Airport, (DEN or City) to disqualify the Proposer. The City shall not be liable for any of the Proposer's expenses associated with its preparation of the proposal or DEN's consideration of it. The Proposer, if selected, shall not include any such expenses as part of its fee for performing the Scope of Work.

II. **SCOPE OF WORK**

The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, and materials necessary for and required to perform all work described, drawn, set forth, shown and included in said Contract Documents. Work may include installation, repairs to or replacement of any infrastructure (excluding buildings) within or pertaining, primarily to the Airfield. This On-Call Contract will have project work initiated by a written Task Order which will set forth the scope of the work or services to be provided. The price for each Task will be determined by either:

- Time and Material with a Not to Exceed or 90% of the City's estimate
- Competitive bid between 2 or more On-Call Contractors.

The scope of work is dynamic, varied, and may be continuous throughout the contract duration. On-Call contracting is a flexible, streamlined procurement method used to acquire construction related services, as further outlined below, to get projects completed quickly and efficiently. Emergency Construction work shall be issued whenever there is public safety, regulatory requirements or operational issues that may exist. Certain areas of work may require significant night work, typically from 2300 to 0600. Night working hours are subject to change and will be based upon the operational needs of DEN. Quantities of work performed are typically low production and scattered throughout DEN property. The work under this contract could be funded by the CIP program and will be funded from the approved CIP budget or from O&M money. The duration of the contract is to be 3 years (three) starting in fourth quarter of 2021.

The typical types of projects may include, but are not limited to the following:

- Demolition
- Earthwork and Turf
- Concrete Paving P-501, CDOT
- Asphalt Paving
- Special Structures; Manholes, Vaults and Retaining Walls
- Fencing
- Drainage, Erosion Control and Utilities
- Lighting and Signage
- Pavement Marking
- Spall and Joint Repair
- Joint and Crack Sawing, Routing and Sealing with P-604 and P-605
- Traffic Control and Haul Route Flagging
- Mobilization

III. **ADMINISTRATIVE INFORMATION**

III-1 **Issuing Office**

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

III-2 **Introduction and Acceptance of RFP Terms**

The Proposer, by submitting its proposal, acknowledges that it understands and will agree to the Sample Contract and corresponding Exhibits and the Scope of Work, and that the Proposer shall be able to perform as required. Acknowledgement of this condition shall be indicated by the signature of the Proposer on the Proposal Acknowledgement Letter, which is attached hereto and incorporated here in as Attachment 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 6, Sample Agreement and submit with their proposal a list of all questions, issues, or modifications which the Proposer would like DEN to review and address, should they be selected as the apparent best proposer. Proposers are strongly advised to seek legal counsel prior to preparing such a list. DEN shall assume that the Sample Agreement has been thoroughly reviewed and discussed with legal counsel prior to submission of the list of issues.

Attachment 6 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. ***DEN's Required Contract Provisions, as set forth on the cover page to the sample agreement, are not subject to modification.***

III-3 **Means of Communication**

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

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

III-4 **Interpretation of Proposal Documents**

The Bidder 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.

Note: BidNet limits the number of characters DEN may use to respond to each question. For this reason, do not submit multiple questions within a single question box, 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.

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

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

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

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

CORA provides certain information deemed confidential, including commercial and financial data or privileged, proprietary, copyrighted information, or which describes trade secrets, is exempt from public disclosure. In the event of a request to DEN for disclosure of such information, time, and circumstances permitting, DEN will make a good faith effort to advise proposers of such request and provide an opportunity to identify and object to disclosure of any material proposers consider confidential, proprietary, or otherwise exempt from disclosure pursuant to CORA. In the event Proposers' objects to disclosure, DEN, in its sole and absolute discretion, or Proposer may file an application to the Denver District Court for a determination of whether disclosure is required or exempted as provided for in CORA.

In the event a lawsuit to compel disclosure is filed prior to DEN's application, DEN will tender all such requested material to the court for judicial determination and Proposer may intervene if it objects to production of the material. Proposers agrees to defend, indemnify, and hold harmless DEN, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of a Proposer's objection to disclosure including prompt reimbursement to DEN of all reasonable attorney fees, costs, and damages DEN may incur directly or may be ordered to pay by such court if DEN withheld information or records at Proposer's request.

III-10 Proposer Agreements

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

III-11 Minority and Women-Owned Business Enterprise (MWBE) Participation

The City is committed to advancing its vision of historically underutilized multicultural business equity, diversity, inclusion, and sustainability through growing the capacity of historically underutilized businesses, which shall include certified small, minority, and women-owned businesses (as used in this document, historically underutilized multicultural business and small, minority, and women-owned businesses shall have the same meaning). As stated previously in the City's Values Statement, the City will provide significant contracting opportunities among these businesses and ensure they benefit from the contract. Aligning with the City's Division of Small Business Opportunity ("DSBO") mission to strengthen the City's small, minority, and women-owned business community, this contract's historically underutilized multicultural business engagement initiatives are intended as a part of the City's commitment to ensure small, minority, and women-owned businesses are actively and impactfully participating throughout the life of the Project. The City believes the utilization of these 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 MWBE EDI Plan, is the Proposer's written approach and strategy to the overall administration of their MWBE Program (including the expectations of the lower tier MWBE contractors). The City will review and score each proposer(s) submitted MWBE EDI Plan. The selected proposer(s) shall collaborate with the City's DSBO on an approved MWBE EDI Plan. Upon Approval by DSBO of the Proposed MWBE EDI Plan, the Proposed MWBE EDI Plan shall be referred to as the "Approved MWBE EDI Plan." Thereafter, the contractor/consultant is required to prepare and submit to DSBO an updated MWBE EDI Plan, on a minimum of an annual basis for DSBO approval throughout the contract duration. The consultant will be required to comply with the MWBE Ordinance, any Rules and Regulations and the most current DSBO approved version of the MWBE EDI Plan and the contents within such plan.

The contractor/consultant will be required to comply with Divisions 1 and 3 of Article III of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), any corresponding Rules and Regulations and the most current DSBO approved version of the MWBE EDI Plan and the contents within such plan. Failure by the Contractor/Consultant awarded the contract to comply with DSBO Ordinance requirements and its accompanying Rules and Regulations during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the Contractor/Consultant, as deemed appropriate by DSBO.

- A. If a Proposer is participating in a joint venture with a certified MWBE firm, submit the firm's Joint Venture Agreement, to DSBO, **at least 10 working days prior to the submittal**. The Joint Venture must be approved prior to the submittal date by DSBO. Approval by DSBO includes determining the MWBE portion of work the Joint Venture will count towards meeting the participation goal.
- B. The Proposer shall submit completed forms entitled: Commitment to MWBE Participation and 1B – List of Proposed Subcontractors, Subconsultants, and/or Suppliers. The Proposer shall submit a Commitment to MWBE participation for the participation goal assigned to this project. The 1B- List of Proposed Subcontractors, Subconsultants, and/or Suppliers shall include identified firms that will be utilized on this project. The committed participation level will be inserted into the contract and the Proposer must comply during the life of the contract.

The DSBO Ordinance, MWBE Directory and additional guidance is located on the Do Business with the City page at <https://www.denvergov.org/dsbo>. Proposers are encouraged to contact DSBO by email at dsbo@flydenver.com with specific questions related to compliance with the DSBO Ordinances and Rule & Regulations.

III-12 Certification of Independent Price and Work Determination

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

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

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

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

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

III-13 Designation of Subcontractors

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

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

III-14 Payment

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

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

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

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

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

- D. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees have been convicted of any crime related embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.
- E. The Proposer shall submit (at time of submittal) its Dun & Bradstreet identification number. If the Proposer is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture.
- F. If the Proposer is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.
- G. During contract negotiations, the Proposer may be asked to submit the following:
 - 1. An audited statement of overhead rates, payroll taxes and operating (profit) margin used to calculate hourly billing rates for DEN and approval. If the Proposer does not have audited overhead rates, 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.
 - 2. If the Proposer is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Proposer does not have audited overhead rates, 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.
 - 3. If a Proposer is a small business as defined by the United States Small Business Administration, the Proposer may elect to submit copies of its Federal tax return for the prior two (2) years and prepare a Core Staff Labor Rates Sheet, in lieu of a Certified Audited Statement.
 - 4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

III-16 Insurance Requirements

Proposer shall adhere to all insurance requirements stated in Exhibit C, which are attached hereto and incorporated herein by reference. ACORD FORM (or equivalent) must be emailed in pdf format to: contractadmininvoices@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 of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 - 120, C.R.S., or otherwise available to the City, its officers, officials and employees.

III-18 Security

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

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

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

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

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

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

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

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

required to prevent compromise of any Airport Security system. In order to collect such costs hereunder, the DEN may withhold funds in such amount from any amounts due and payable to the Contractor under the Contract.

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

III-19 Airport Identification (ID) Badge Requirements

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

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

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

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

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

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

A lost or stolen Airport ID Badge must be immediately reported to Airport Security. For a replacement Airport ID Badge, a new Denver International Airport Fingerprinting and Badge Application must be

completed and signed by the Company(s) Authorized Signatory. A non-refundable fee must be paid for a replacement Airport ID Badge.

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

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

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

III-20 Background Checks

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

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

III-21 Vehicles in the Secured Area

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

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

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

III-22 Violations

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

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

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

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

III-23 Diversity and Inclusivity in City Solicitations

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

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

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

For DEN to consider a proposal, Proposers must complete the electronic version of the Diversity and Inclusiveness in City Solicitations Form – then **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 of the Denver Revised Municipal Code ("D.R.M.C."), which is designed to address the issue of wage equity and cost of living affordability in the City & County of Denver. Proposer agrees that any contract with DEN shall include a requirement that Proposer will comply with the provisions of D.R.M.C. relating to living, minimum and prevailing wages, including, but not limited to, paying all covered workers

no less than the City Minimum Wage for all covered services rendered in connection with the resulting contract. Additionally, Proposer agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

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.
2. Sales and Use Tax: Construction and building materials sold to contractors and subcontractors for use on structures, roads, streets, highways and other public works owned by the City 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.
3. 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.
4. 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 Site Inspection and Investigations

Prior to submitting its proposal, the Proposer shall have the option to inspect the work site and its surroundings. A site visit may be scheduled immediately following the Pre-Proposal Conference as indicated herein. Requests for site visits must be made at least ten (10) calendar days prior to the proposal due date, and any visit(s) must be requested via email to contract.procurement@flydenver.com. For purposes of a Contract, it shall be conclusively presumed that the Proposer has made a thorough inspection of the site and has waived the right to later claim extra payment or time extension(s) for conditions which would have been evident during an inspection or investigation.

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

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

III-28 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 submittals. 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 in order to clearly demonstrate equivalency. Incomplete submittals 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-29 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-30 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-31 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-32 Proposal Guarantee

Not Applicable

III-33 Payment & Performance Bonds

The awarded Contractor will be required to submit Payment & 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 One Hundred Thousand Dollars and 00/100 (\$100,000.00). Should the awarded Contractor default on its obligations and 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.

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 Airport Infrastructure Management's (AIM's) tool for project and information management, data analysis and document control. DEN will be responsible for providing the licensing and training for PMIS.

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."

- III-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.
- III-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.
- III-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

A. GENERAL

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

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

B. FORMAT

Proposals shall meet the following formatting requirements:

- Proposals shall be printable on 8 ½" x 11" paper
- Proposals shall use the font type and size of Times New Roman 12 point.
- **Proposals shall be in a format and 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, resumes, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs, table of contents, or DEN-required forms.
- Resumes shall be limited to one (1) page per individual. Please attach resumes to the end of your proposal after additional information.
- Proposals which contain unnecessarily elaborate artwork are discouraged.
- Proposal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.
- Schedule of Rates and Markups, Exhibit K, and Exhibit L shall be submitted separately from the main proposal.

IV-3 Proposal Narrative Contents

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

1. Cover Letter

The Proposer shall prepare a cover letter, not exceeding two (2) pages in length, which summarizes the key points in the proposal. It 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 4, below, to perform the work for the duration of the Contract term. The letter must be signed by a person who is authorized to sign a contract with DEN. This signatory shall be the same person identified in in Attachment 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.

| Narrative Contents |
|---|
| 1. Cost Effectiveness/Pricing |
| 2. MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan) |
| 3. Understanding the Project |
| 4. Key Personnel and Ability to Respond |
| 5. Demonstrated Experience / Past Performance |
| 6. Equipment & Availability |

1. Cost Effectiveness/Pricing

Cost-effectiveness is essential for a successful project delivery based on each task. Describe the Proposer team's philosophy on cost-effectiveness and efficiency to help DEN meet the project budget without compromising quality. Explain the quality control philosophy of the consultant/subconsultant and strategy to minimize errors or re-work that may result in increased costs to the project. Describe the Proposer's process on right sizing the team for each task to help DEN achieve project objectives,

optimizing team expertise and capabilities, while complying with the contract MWBE goal. Describe methods used to manage subconsultants to maintain effectiveness and quality.

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

A. SCHEDULE OF RATES AND MARKUPS DESCRIPTION

The Proposer shall provide their competitive pricing on the following forms for:

Fringe Benefits (see Exhibit K link)

<http://business.flydenver.com/bizops/documents/exhK-FringeBenefits.xlsx>

Core Staff fully loaded rates (see Exhibit L link) for five positions:

<http://business.flydenver.com/bizops/documents/exhL-CoreStaffRateProp-Const.xlsx>

- Project Manager
- Project Superintendent
- Project Engineer
- Office Engineer
- Administrative Assistant / Timekeeper
- Labor Markup
- Material Markup
- Equipment Markup
- Subcontractor Markup

(1A) SAMPLE TASK CALCULATION

Below is a sample task-based a fictional job where the cost of work is established, hourly staff rates are multiplied by the given hours, and markups are applied. The fringe, core staff rates and markups, highlighted in yellow will be each proposer's rates and markups and will contractual. The work and hours are not contractual and only used for comparison.

Cost of Work

| | |
|--|-------------|
| Self-performed labor including fringe: | \$60,000 |
| Materials | \$360,000 |
| Equipment | \$40,000 |
| Subcontractor | \$500,000 |
| Engineering & Survey | \$20,000 |
| Testing | \$10,000 |
| Permits | \$10,000 |
| Subtotal | \$1,000,000 |

Mark Ups

| | | |
|-----------------------|--------------------|----------|
| Self-performed Labor: | 8.00% x \$ 60,000 | \$4,800 |
| Materials: | 8.00% x \$ 360,000 | \$28,800 |
| Equipment: | 8.00% x \$ 40,000 | \$3,200 |
| Subcontractor: | 8.00% x \$ 500,000 | \$40,000 |
| Engineering & Survey: | 8.00% x \$ 20,000 | \$1,600 |
| Testing: | 8.00% x \$ 10,000 | \$800 |
| Permits: | 0% x \$ 10,000 | \$0 |
| Subtotal | | \$78,400 |

Core Staff

| | | |
|---------------------------|--------------------|-----------|
| Project Manager: | \$ 100 x 260 hours | \$26,000 |
| Project Superintendent: | \$ 90 x 800 hours | \$72,000 |
| Project Engineer: | \$ 80 x 400 hours | \$32,000 |
| Office Engineer: | \$ 70 x 200 hours | \$14,000 |
| Admin Asst. / Timekeeper: | \$ 60 x 100 hours | \$6,000 |
| Subtotal | | \$150,000 |

Sample Task Total (\$1,000,000 + \$78,400 + \$150,000) = \$1,228,400

This Sample Task Total will be used for comparison for this proposal

(1B) SCHEDULE OF PRICES AND QUANTITIES FOR FUTURE TASKS

Proposer for future tasks shall respond to pricing instructions from the DEN Project Manager.

(1C) PRICES FOR WORK NOT COVERED IN (1A) OR (1B)

Should DEN require work that is not covered by a unit price format, the contractor shall provide and use the following established rates to help determine a proposed cost. All pricing is subject to the requirements of the Contract General Conditions and subject to evaluation by the DEN Project Manager.

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

The MWBE EDI Plan, is the Proposer's written approach and strategy to the overall administration of their MWBE Program (including the expectations of the lower tier MWBE contractors). The City will review and score each proposer(s) submitted MWBE EDI Plan.

Proposer's shall describe what they have done to engage with historically underutilized businesses in their ongoing operations. The MWBE EDI Plan and the engagement of such firms should be 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.

The Proposer shall describe how EDI has been promoted internally and rooted within their 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.

Proposer's MWBE EDI Plan should include, but is not limited to:

- A. An MWBE Coordinator. Identify a MWBE Coordinator that will have direct and independent access to the project manager and/or chief operating officer. This coordinator should be identified as key personnel and submitted with the Proposal package. This Coordinator will manage locally established MWBE requirements for the Program including meeting local requirements and conformance to reporting requirements. The Coordinator will also manage outreach and development efforts to small, disadvantaged, minority and women owned businesses to improve subconsulting/subcontracting opportunities and assist in the administration of the MWBE EDI Plan. Please elaborate on experience the MWBE Coordinator has related to: experience managing locally established subconsulting/subcontracting requirements in the city of Denver and state of Colorado. Experience should indicate success meeting local requirements and conformance to reporting requirements; experience managing outreach and development efforts to small and local businesses to improve subconsulting/subcontracting opportunities.
- B. MWBE Utilization Strategies. Describe the strategies and tactics Proposer is and will use to increase the participation of new and existing MWBE businesses in contracting opportunities.
- C. Technical Assistance & Support Services. Describe the assistance and/or guidance that Proposer is and will provide to MWBE businesses that helps move this next generation of small businesses forward. This assistance and/or guidance could include technical, financial, or support services to the MWBE businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance assistance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.
- D. Procurement Process. Describe Proposer's procurement process (including policies and procedures) and provide details on the principles that will be used throughout the process to remove barriers in an effort to promote equity and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.
- E. Communication and Vendor Management. Describe the communication strategies and assistance Proposer is and will use with MWBE 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, document control, and dispute resolution.
- F. 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 businesses and communities that they serve. Describe times when Proposer has been successful in promoting the participation of MWBE businesses and/or any assistance provided to the MWBE 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 an MWBE firm (i.e., joint venture, performing as a subcontractor to an MWBE etc.), technical assistance, access to capital platforms and community outreach.

- G. **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.
 - H. **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**
Prepare a statement which describes the Proposer's understanding of the work involved in performing the Scope of Work. Discuss understanding of the proposed Scope of Work; the complexity, challenges and problems involved in planning and performing that work; approaches and philosophy for dealing with problems; sensitivity and experience dealing with key issues and any additional issues or matters relating to the Scope of Work which the Proposer believes should be addressed.
4. **Key Personnel and Ability to Respond**
Prepare an organizational chart which identifies the key personnel who would perform work under the Agreement. In addition, include the title and a description of the work each person would perform. If an individual will not be assigned to the project on a fulltime basis, indicate the percentage of time that person would be dedicated to work on the project.
5. **Demonstrated Experience / Past Performance**
Describe the Proposer's experience and qualifications from previous projects where these services have been provided by your company. Identify and discuss your methodology, challenges that typically arise, lessons learned, the expected level of assistance required from the client to accomplish each specified task, and any other relevant factors. Describe only the most relevant projects and work experience of the firm which are similar to the work described in the Scope of Work or which the Proposer believes would be relevant in evaluating its capabilities to perform the work. Include projects performed at an operating airport of similar characteristics to DEN. At a minimum, the following information should be included as appropriate to the Scope of Work:

- 1. Project description and scope
- 2. Location
- 3. Owner name, address, current contact person, and telephone number
- 4. Proposed schedule vs. Actual
- 5. Proposed budget vs. Actual
- 6. Relevant experience with other interfacing projects, and associated considerations

7. Experience dealing with key issues and any additional issues or matters relating to the Scope of Work which the Proposer believes should be addressed.

6. Equipment and Availability

Proposer shall provide a list of equipment available which would likely be utilized for this type of construction project, describing the anticipated types of tasks and the specific equipment that would be required for these tasks, which might include work such as concrete paving, photometric testing, electrical maintenance and testing, and airfield construction.

Proposer shall provide a list of equipment available which would likely be utilized for this type of construction project, describing the anticipated types of tasks and the specific equipment that would be required for these tasks, which might include work such as concrete paving, photometric testing, electrical maintenance and testing, and airfield construction.

END OF PREPARATION OF PROPOSALS

V. EVALUATION OF PROPOSALS

V-1 Evaluation of Proposals

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

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 in person interviews. Such presentations and/or site visits will be at the Proposer's expense.

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

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

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

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

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

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

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

V-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 | |
|---------------------|--|
| 1. | Cost Effectiveness/Pricing |
| 2. | MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan) |
| 3. | Understanding the Project |
| 4. | Key Personnel and Ability to Respond |
| 5. | Demonstrated Experience / Past Performance |
| 6. | Equipment & Availability |

END OF EVALUATION OF PROPOSALS

VI. SPECIAL CONDITIONS

SC-1 CONSTRUCTION CONTRACT GENERAL CONDITIONS

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

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

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

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

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

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

Document
Contract Drawings
Change Orders and Change Order Directives
Task Orders
Specifications

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

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

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

SC-3 REVISIONS TO G.C. 201

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

SC-4 CITY LINE OF AUTHORITY AND CONTACTS

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

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

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

Senior Vice President - Airport Infrastructure Management (SVP-AIM) who reports to the COO. Airport Infrastructure Management office, 10th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

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

Project Manager, the City representative who has day to day administrative responsibility of this Contract, and who reports to the SVP-AIM. All notices, requests, pay applications (pursuant to G.C. 902), and other correspondence from the Contractor shall be sent to the assigned Project Manager unless otherwise provided in this Contract. The Project Manager for this Contract is: Terry Seifert, Airport Infrastructure Management Office, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249, phone 303-342-2200.

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

SC-5 CONTRACTOR PERFORMANCE; SUBCONTRACTING

With respect to General Condition 501, no more than eighty percent (80%) of the work may be subcontracted. If it is determined to be in the City’s best interest, this percentage may be modified throughout the course of the project by the SVP-AIM.

SC-6 COOPERATION WITH OTHERS

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

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

SC-7 PROSECUTION AND COMPLETION OF THE WORK:

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

contractor proposals for Task Order work or Task Order Change Orders will be in a format as outlined in the Task Order Notice. Proposal line items will include quantities and units of work as well as man-hours and material cost per unit. Work for which a negotiated cost agreement cannot be reached between the City and the Contractor may be, at the direction of the Assistant Manager, performed and compensated on a time and materials basis, with the associated markups applied. Any applicable Milestones will be established in each Task Order.

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

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

With respect to any work that is authorized by a Task Order issued prior to the contract completion date, but not completed by that date, the City shall have the option to terminate the contracted work in progress and pay only for that portion of the work satisfactorily completed within the period of performance specified herein or to provide for, in writing, a limited extension of the contract completion date to complete the remaining work. In the event the completion date for a particular Task Order is extended as provided for herein, it shall only allow for consideration of costs that were already agreed upon in a previously issued Task Order(s) and shall not include any modifications to the proposal unit prices or Task Order estimates except those required by Prevailing Wage law, or any additional compensation for extended overhead or impact costs. For each Task Order submitted to the Contractor for pricing, the Contractor agrees to review and price the Task Order within fourteen (14) consecutive calendar days of the date of such Task Order.

SC-8 LIQUIDATED DAMAGES

If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Contractor shall be liable to the City for liquidated damages at the rate of Five Thousand Dollars (\$5,000.00) per day until substantial completion is achieved.

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

SC-9 FACILITY SECURITY AND PERSONNEL ACCESS

The Contractor shall conduct all its activities at the Airport in compliance with the Airport security system rules and regulations, which are administered by the Airport Operations Division. The Contractor shall obtain the proper access authorizations for its employees, subcontractors and suppliers (i.e., Badges and Permits), and shall be responsible for such persons' compliance with all the Airport rules and regulations. A copy of the Contractors' section of the Airport Security rules and regulations are available for Contractor review at the Airport Access Services Office, Concourse A East Subcore, 4th Level. Persons regularly

entering the construction areas must obtain personnel access badges from the Airport Access Services Office and must display badges, at all times, upon entering the construction, restricted and sterile areas of the airport. Any employee, subcontractor or supplier who violates such rules may be subject to revocation of his access authorization, including authorization for access to the construction site and all other restricted and sterile areas.

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

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

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

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

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

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

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

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

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

DEN Contact:
HSS Management
(303) 342-4366

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

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

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

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

SC-10 CONSTRUCTION ACCESS

The work site is located inside the fenced area of the airfield at 8500 Pena Blvd, Denver CO 80249. The Contractor shall have access to the work site via Gate 7, with all equipment and materials delivery routes TBD.

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

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

SC-11 VEHICLE PERMITTING

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

SC-12 VENDORS AND SUPPLIERS

The Contractor shall provide the Project Manager's office with a list of its equipment/material vendors

and suppliers. Vendors or suppliers shall access the construction work areas via the Contractor's access route, described in SC-10 above. All delivery vehicles are subject to search.

SC-13 COMMUNICATION DEVICES

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

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

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

SC-15 ATTORNEYS' FEES

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

SC-16 INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

SC-17 SUBCONTRACTOR RELEASES

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

SC-18 ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS, FEDERAL PROVISIONS

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

SC-19 ESTIMATED QUANTITIES OF UNIT PRICED ITEMS

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

SC-20 REVISIONS TO G.C. 1102

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

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

SC-21 LISTING OF ACCEPTABLE MANUFACTURERS

The Technical Specifications list "Acceptable Manufacturers" for certain products. Such listing identifies manufacturers of certain products which have been determined by a preliminary review to be able to meet the basic product and/or system technical requirements. The listing is not intended to provide a blanket endorsement or acceptance of the manufacturer's specified products or product line. All products from listed manufacturers must meet the detailed requirements of the Technical Specifications. Products

that do not meet all detailed Technical Specifications are not acceptable and will be rejected, regardless of whether the manufacturer was listed as "acceptable." The Contractor is responsible for determining the acceptability of all products under the Technical Specifications prior to submission of products for approval.

SC-22 ACCESSIBLE PARKING SPACES, ACCESS AISLES AND ROUTES OF TRAVEL

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

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

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

Before blocking or relocating accessible parking spaces or accessible routes of travel, the contractor must obtain written approval from the 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, and specifications of the temporary signage to be used. Work shall not proceed without this approval.

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

SC-23 SUBCONTRACTOR PAYMENTS AND SUBCONTRACTOR RELEASES – REQUIRED USE OF THE B2G CONTRACT MANAGEMENT SYSTEM

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

SC-24 PAYMENTS TO CONTRACTORS

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

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

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

Agency/Firm

DEN Division CA

DEN Division PM

DEN Division Director

DEN Contract Services CA

CCD Denver Prevailing Wage

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

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

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

END OF SPECIAL CONDITIONS

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

City and County of Denver
Denver International Airport

Proposer: _____ Date: _____

Chief Executive Officer
City and County of Denver
Business Management Services (Procurement) Office
Airport Office Building, Room 8810
Denver International Airport
8500 Peña Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated June 8, 2022, for RFP NO. 202262810, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

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

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

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

Addenda Numbers: _____

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

Signature: _____

Type or print name: _____

Proposer's Business Address: _____

E-mail address: _____

Attachment 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):

CERTIFICATION

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

Signature _____ Title _____

Print Name _____

Date _____

Attachment 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 bidding/proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

Signature _____ Title _____

Print Name _____

Date _____

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

Attachment 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 Airfield Construction Services
RFP No.: 202262810

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

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

If the Proposer is awarded the Contract and does not enter into a subcontract with a subcontractor listed below or on the List of Proposed 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 AIM in writing of the reasons why a different subcontractor is being used and has obtained approval.

| Subcontractor Information | Work Assignment | Subcontract Dollar Value |
|---|-----------------|--------------------------|
| Name: _____ 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

Attachment 1, Part 6 Certification of Non-Segregated Facilities

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

Dated: _____

Proposer Company Name: _____

By: _____

Title: _____

Attachment 1, Part 7 Equal Opportunity Report Statement

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

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

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

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

1. The Proposer has ___ has not ___ developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.
2. The Proposer has ___ has not ___ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.
3. The Proposer has ___ has not ___ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does ___ does not ___ employ fifty (50) or more employees.

Dated: _____

Proposer Company: _____

By: _____

Title: _____

Attachment 1, Part 8 Schedule of Rates and Markups

SCHEDULE OF RATES AND MARKUPS

The Schedule of Rates and Markups forms which apply to this contract are included as a separate attachment in BidNet.

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

VIII. ATTACHMENT 2, MWBE FORMS

DSBO FORMS

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

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



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)

COMMITMENT TO MWBE PARTICIPATION

This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the MWBE participation goal. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. (Please check the appropriate box):

COMPLETE IF YOU ARE A NON MWBE PRIME:

☐ The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting _____% MWBE Participation on the contract.

COMPLETE IF YOU ARE A MWBE PRIME:

☐ The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting _____% MWBE Participation on the contract.

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

☐ The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a _____% MWBE Participation on the contract. The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their MWBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this MWBE Procurement/Contract Language.

Bidder/Proposer (Name of Firm):

Firm's Representative:

Title:

Signature (Firm's Representative):

Date:

Address:

City:

State:

Zip:

Phone:

Email:



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
1B - LIST OF PROPOSED SUBCONTRACTORS,
SUBCONSULTANTS, AND/OR SUPPLIERS

City & County of Denver Contract No.: _____

To be completed by all proposers/submitters including certified self-performing firms.

Please list all known firms the undersigned proposes to utilize. **This form shall be utilized for RFQ/RFP/On-Call or any other procurements DSBO deems required with undetermined dollar amount associated with the proposed firms work.** Certified firm(s) must be listed and must be certified by the City and County of Denver in the small business program that corresponds with the established small business participation goal for the project. If additional pages are required, please copy and attach the second page. Form 1A must be updated and submitted to DSBO upon contract execution and when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

| Contractor/Consultant | | |
|------------------------|--|------|
| Name of Firm: | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) | |
| Firm's Representative: | | |
| Signature: | Date: | |
| Address: | | |
| City: | State: | Zip: |
| Phone: | Email: | |

| Subcontractors, Subconsultants, and/or Suppliers | |
|--|--|
| Name of Firm: | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: | |
| Phone: | Email: |
| Type of Service: | |

| | |
|------------------------|--|
| Name of Firm: | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: | |
| Phone: | Email: |
| Type of Service: | |

| | |
|------------------------|--|
| Name of Firm: | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: | |
| Phone: | Email: |
| Type of Service: | |



| | | |
|------------------------|--------|--|
| Name of Firm: | | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: | | |
| Phone: | Email: | |
| Type of Service: | | |

| | | |
|------------------------|--------|--|
| Name of Firm: | | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: | | |
| Phone: | Email: | |
| Type of Service: | | |

| | | |
|------------------------|--------|--|
| Name of Firm: | | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: | | |
| Phone: | Email: | |
| Type of Service: | | |

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|------------------------|--------|--|
| Name of Firm: | | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: | | |
| Phone: | Email: | |
| Type of Service: | | |

| | | |
|------------------------|--------|--|
| Name of Firm: | | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: | | |
| Phone: | Email: | |
| Type of Service: | | |

| | | |
|------------------------|--------|--|
| Name of Firm: | | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: | | |
| Phone: | Email: | |
| Type of Service: | | |

| | | |
|------------------------|--------|--|
| Name of Firm: | | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: | | |
| Phone: | Email: | |
| Type of Service: | | |

| | | |
|------------------------|--------|--|
| Name of Firm: | | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: | | |
| Phone: | Email: | |
| Type of Service: | | |

IX. ATTACHMENT 3, FORM W-9

FORM W-9

Please complete the Request for Taxpayer Identification Number and Certification (FORM W-9) and submit with your proposal.

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

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

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

Part I Taxpayer Identification Number (TIN)

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

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

| | | | | | | | | | |
|---------------------------------------|--|--|--|---|--|--|--|---|--|
| Social security number | | | | | | | | | |
| | | | | - | | | | - | |
| Employer identification number | | | | | | | | | |
| | | | | - | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

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

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

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

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

X. ATTACHMENT 4, 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 C

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

1. General Information

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

NOTICE OF CHANGE TO ROCIP: DEN reserves the right to terminate or modify the 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 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 in accordance with the terms and conditions of this Agreement.

1.1 On-Call Contractors

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

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

1.2 ROCIP Manuals

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

[DEN ROCIP4 Insurance Manual](#)
[DEN ROCIP4 Safety Manual](#)
[DEN ROCIP4 Claims Guide](#)

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

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

2.1 Certificate Holder

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

2.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

2.3 Coverage and Limits

2.3.1 Commercial General Liability

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

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

2.3.1.2 Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

2.3.2 Business Automobile Liability

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

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

2.3.2.2 If Contractor does not have blanket coverage on all owned and operated vehicles 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.

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

- 2.3.2.4 If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that one or both of the following coverages are maintained as appropriate: (i) Personal Automobile Liability including a Business Use Endorsement by the vehicle owner and (ii) Non-Owned Auto Liability by the Contractor.
- 2.3.2.5 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.

2.3.3 Workers' Compensation and Employer's Liability Insurance

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

- 2.3.3.1 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.

2.3.4 Professional Liability (Errors and Omissions) Insurance

Contractor shall maintain a minimum limit of \$1,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in this Agreement. If there are no applicable professional services, this coverage will not be required.

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

2.3.5 Contractor's Pollution Legal Liability

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

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

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

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

2.3.6 Cyber Liability

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

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

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

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing.

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

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

2.3.8 Unmanned Aerial Vehicle (UAV) Liability

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

- 2.3.8.1 Express written permission must be granted by DEN.
- 2.3.8.2 Express written permission must be granted by the Federal Aviation Administration (FAA).
- 2.3.8.3 Drone equipment must be properly registered with the FAA.
- 2.3.8.4 Drone operator(s) must be properly licensed by the FAA.

- 2.3.8.5 Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.

2.3.9 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.

2.4 Reference to Project and/or Contract

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

2.5 Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation and Professional Liability, 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.

2.6 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.

2.7 Notice of Material Change, Cancellation or Nonrenewal

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

- 2.7.1 Such notice shall reference the DEN assigned contract number related to this Agreement.
- 2.7.2 Said notice shall be sent thirty (30) days prior to such cancellation, non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
- 2.7.3 If such written notice is unavailable from the insurer or afforded as outlined above, Contractor and/or its insurance broker/agent shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
- 2.7.4 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.

2.8 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.

2.9 Additional Provisions

- 2.9.1 Deductibles or any type of retention are the sole responsibility of the Contractor.
- 2.9.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
- 2.9.3 Coverage required may not contain an exclusion related to operations on airport premises.
- 2.9.4 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.
- 2.9.5 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
- 2.9.6 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 2.9.7 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 2.9.8 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.
- 2.9.9 The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
- 2.9.10 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.
- 2.9.11 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 the required coverage and premium amounts.
- 2.9.12 No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
- 2.9.13 Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of prior to each policy renewal.
- 2.9.14 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.

2.10 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.

3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors

3.1 Insurance Provided by the DEN ROCIP

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

3.2 Enrollment Required

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

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

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

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

3.4 Insurance Premiums

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

3.5 Off Site Operations Coverage Under ROCIP

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

3.6 DEN ROCIP Insurance Manual

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

3.7 Conflicts

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

3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

3.8.1 Insurance Provided by DEN

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

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

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

3.8.1.2 Commercial General Liability – On Site Only

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

| Coverage | Limit |
|--|--------------|
| Annual General Aggregate (Per Project and Reinstates Annually) | \$4,000,000 |
| Products/Completed Operations Aggregate (Per Project and Statute of Repose) | \$4,000,000 |
| Total Products/Completed Operations Aggregate (Statute of Repose) | \$20,000,000 |
| Personal / Advertising Injury Limit | \$2,000,000 |
| Each Occurrence Limit | \$2,000,000 |
| Fire Damage Legal Liability (any one fire) | \$ 300,000 |
| Medical Payments (any one person) | \$ 10,000 |

3.8.1.3 Excess Liability Insurance

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

| Coverage | Limit |
|---|---------------|
| Annual General Aggregate (Per Project and Reinstates Annually) | \$200,000,000 |
| Products/Completed Operations Aggregate (Per Project) | \$20,000,000 |
| Total Products/Completed Operations Aggregate (Policy Cap) | \$400,000,000 |
| Each Occurrence Limit | \$200,000,000 |

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

3.8.1.4 Contractor's Pollution Liability

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

3.8.1.5 Builder's Risk Insurance

DEN shall maintain, Builder's Risk (and/or Installation Floater) in the amount of \$200,000,000 per occurrence subject to various sublimits (as defined in the Builders' Risk Policy). Such insurance shall end when the first of the following occurs: 1) DEN's interest in the Work ceases; 2) the policy expires or is cancelled; or 3) the Work is accepted by DEN.

Builder's Risk Insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss of damage including , theft, vandalism, malicious mischief, terrorism, rigging and hoisting for materials and equipment that are part of the Project, collapse, earthquake, flood, windstorm, falsework, testing and startup (as provided by the policy), temporary buildings and debris removal including

demolition occasioned by enforcement of any applicable ordinance laws, and shall cover reasonable compensation for services and expenses required as a result of such insured loss.

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

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

3.8.2 Claim Chargeback

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

3.9 Other Insurance Provided By Enrolled Parties

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

3.9.1 Certificate Holder

Certificate(s) shall be issued to:

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

and

CITY AND COUNTY OF DENVER
Department of Aviation
c/o Marsh USA, Inc.
111 SW Columbia, Ste 500
Portland, OR 97201

3.9.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoices@flydenver.com
and DenverAirport.ROCIP@marsh.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

3.9.3 Other Insurance Requirements

Enrolled Contractors shall adhere to the same minimum insurance requirements as stated in Section 2 of this exhibit, with the following exceptions:

- Commercial General Liability coverage requirement is Off Site Only
- Workers' Compensation and Employer's Liability coverage requirement is Off Site Only
- Contractor's Pollution Legal Liability is not required

4. Contractor Warranties and Agreements

4.1 Accuracy of Contractor-provided Information

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

4.2 Contractor Responsible to Review Coverage

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

4.3 Audit

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

4.4 Insurance Costs Removed

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

5. Contractor Obligations

5.1 ROCIP Documents Shall be Provided to Subcontractor

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

5.2 Timely Enrollment Required

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

5.3 Compliance with Conditions

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

5.4 Claims Cooperation

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

5.5 Monthly Payroll Submission

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

5.6 Response to Information Requests

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

the DEN ROCIP Administrator and DEN's insurers.

5.7 Responsibility for Safety

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

5.8 Duty of Care

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

6. Notices and Costs

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

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

6.2 Contractors Responsible for Own Equipment

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

6.3 No Release; No Waiver of Immunity

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

6.4 DEN Right to Withhold Payments

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

6.5 DEN Remedies

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

6.6 Off Site Storage

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

6.7 Partial Occupancy

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

6.8 DEN Right to Exclude Parties from the DEN ROCIP

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

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

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

7. Definitions

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

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

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

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

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

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

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

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

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

XI. ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

For the City or the City Agency to consider a bid/proposal, Proposers must complete the on-line Diversity and Inclusiveness in City Solicitations Form – then **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.

XII. ATTACHMENT 6, SAMPLE CONTRACT

SAMPLE CONTRACT

The Sample Contract is contained in the pages immediately following this page.

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

SAMPLE AGREEMENT

Notice to Proposers:

City Required Contract Provisions

The following contract provisions are required in every contract issued by the Department of Aviation. The language of each clause is drafted in accordance with city, state and federal obligations placed on the airport and is not subject to modification. Accordingly, proposers should carefully review this Sample Agreement provided with the Request for Proposals, including these required provisions, in preparation of their proposals.

- 1. Indemnification**
- 2. Basic insurance requirements**
- 3. Limitation of liability (available in narrowly applicable circumstances)**
- 4. Federal requirements**
 - a. Standard Federal Aviation Administration grant assurances (Appendix 1 to the Sample Agreement)**
 - b. Federal Aviation Administration document retention and review requirements**
- 5. Airport security requirements**
- 6. City code and charter; state statutes**
 - a. Prompt pay**
 - b. Prevailing wage**
 - c. Immigration provisions (Not applicable for contracts for Information Technology services or IT products and services – See, C.R.S. 8-17.5-101(6)(b)(V))**
 - d. Colorado open records act**
 - e. DSBO (if applicable to subject matter of contract)**
 - f. City nondiscrimination language**
 - g. Dispute resolution**
- 7. Denver Executive Orders (“XOs”)**
 - a. Environmental**
 - b. Drugs alcohol tobacco**
 - c. Nondiscrimination in contracts**
- 8. Airport System General Bond Ordinance (1984, as amended).**
- 9. Choice of law (Colorado)**
- 10. Jurisdiction and venue (Colorado)**

CONTRACT FOR ON-CALL CONSTRUCTION

THIS CONTRACT FOR ON-CALL CONSTRUCTION (“**Contract**”) is made and entered into as of the date stated on the City’s signature page below (the “**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **VENDOR NAME**, a **Jurisdiction from the SOS website** corporation 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. PLANE-202262810, On-Call Airfield Construction Services 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

Vendor Name

Contract No. 202262810-00

- 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 Bond
- 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

In the event of an irreconcilable conflict between a provision of Articles I through XXXII 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 H Request for Proposals and Contractor’s Response to Request for Proposal and Forms
15. Exhibit G Payment and Performance Bond
16. 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**”).

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

Vendor Name

Contract No. 202262810-00

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) years from the Effective Date, unless terminated in accordance with the terms stated herein (the "**Expiration Date**"). If, at the Expiration Date, there remains any outstanding Work to be completed under a validly issued Task Order, the Senior Vice President of Airport Infrastructure Management, in his or her sole discretion, may direct the Contractor to complete the Work in accordance with the terms and conditions of the Task Order and this Contract.

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 Aviation – Airport Infrastructure Management (the "**SVP-AIM**") 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 **Four Million Dollars and Zero Cents (\$4,000,000.00)** (the "**Maximum Contract Amount**"). The Contractor acknowledges that this Contract is an On-Call Contract and there is no obligation for the City to issue any Task Orders under this Contract.

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

Vendor Name

Contract No. 202262810-00

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 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

Vendor Name

Contract No. 202262810-00

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 Agreement, including any extensions of the Agreement 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.

Vendor Name

Contract No. 202262810-00

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 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.

Vendor Name

Contract No. 202262810-00

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 Agreement, 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:

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.

Vendor Name

Contract No. 202262810-00

7

Date bid or proposal issuance was advertised: [Click here to enter text.](#)

If contract opportunity was not advertised, date of written encumbrance: [Click here to enter text.](#)

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 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

[Vendor Name](#)

Contract No. 202262810-00

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 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

Vendor Name

Contract No. 202262810-00

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 Contractor's performance pursuant to this Contract, provision of any goods or services to the City, and any other transactions related to this Contract. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of six (6) years after the final payment under the Contract or expiration of the applicable statute of limitations. When conducting an audit of this Contract, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. §20-276.

B. Additionally, Contractor agrees until the expiration of six (6) years after the final payment under this Contract, any duly authorized representative of the City, including the CEO or 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. MINIMUM WAGE REQUIREMENTS:

To the extent required by law, Contractor shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City's Minimum Wage

Vendor Name

Contract No. 202262810-00

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

26. COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS:

A. This Contract is subject to Denver Revised Municipal Code ("**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 Contract goal for MWBE participation established for this Contract by the Division of Small Business Opportunity ("**DSBO**") is 16%.

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

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

(ii) If change orders or any other contract modifications are issued under the Contract, the Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in 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

Vendor Name

Contract No. 202262810-00

project subcontractors are subject to the original contract goal. The Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with 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. The 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 the 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. 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.

28. DEN SECURITY:

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

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

29. FEDERAL RIGHTS:

A. This Contract is subject and subordinate to the terms, reservations, restrictions and

Vendor Name

Contract No. 202262810-00

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.

(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.

30. CITY EXECUTION OF CONTRACT:

Vendor Name

Contract No. 202262810-00

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.

31. 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]

Vendor Name

Contract No. 202262810-00

EXHIBIT A

Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision

A5 CIVIL RIGHTS - GENERAL

A5.3.1 Clause that is used for Contracts

GENERAL CIVIL RIGHTS PROVISIONS

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

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

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

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

A6.4 CONTRACT CLAUSES

A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

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

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

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

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

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

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

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

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.3 SOLICITATION CLAUSE

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

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

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.3 CONTRACT CLAUSE

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

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

EXHIBIT B

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

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

APPROVED FOR LEGALITY:

APPROVED AND ADOPTED:

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

/s/ _____
Manager of Public Works

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

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

RULES AND REGULATIONS
REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

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

RULE I
DEFINITIONS

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

RULE II
NOTICE OF HEARING

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

RULE III
HEARING

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

REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

All amendments to the appendices shall be included by reference.

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

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

1. APPENDIX E:

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

2. APPENDIX F:

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

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

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

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

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

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

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

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

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

NOTICE

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

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

EULOIS CLECKLEY
Manager of Public Works
City and County of Denver

A. REQUIREMENTS --AN AFFIRM ATIVE ACTION PLAN:

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

1. GOALS AND TIMETABLES:

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

**GOALS FOR MINORITY PARTICIPATION
FOR EACH TRADE**

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

**GOALS FOR FEMALE PARTICIPATION
FOR EACH TRADE**

From January 1, 1982
to 6.9%
Until Further Notice

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

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

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

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

2. **SPECIFIC AFFIRMATIVE ACTION STEPS:**

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

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

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

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

3. **NON-DISCRIMINATION:**

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

4. **COMPLIANCE AND ENFORCEMENT:**

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

A. **Contractors Subject to these Bid Conditions:**

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

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

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

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

B. Obligations Applicable to Contractors:

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

C. General Requirements

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

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

City and County of Denver



D E N V E R
THE MILE HIGH CITY

DEPARTMENT OF AVIATION
DEPARTMENT OF PUBLIC WORKS

STANDARD SPECIFICATIONS FOR CONSTRUCTION GENERAL CONTRACT CONDITIONS

2011 Edition

Statement

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TITLE 1 - DEFINITIONS1

| | | |
|-----|------------------------------|---|
| 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 SERVICES8

| | | |
|-----|--|----|
| 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 |

| | | |
|---|--|-----------|
| 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 |

| | | |
|--|---|-----------|
| 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 |

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

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

XIII. ATTACHMENT 7, CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING

Please submit a Certificate of Good Standing
from the Office of the Secretary of the State of Colorado
for the proposing entity.

XIV. ATTACHMENT 8, PAYMENT AND PERFORMANCE BONDS

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
_____ [Proposal 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 Contract No.
_____ 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 this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

KRISTIN M. BRONSON, Attorney for the
City and County of Denver

By: _____
Assistant City Attorney

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ [Bidder name], a corporation organized under the laws of the State of _____ [Bidder 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 202262809, 2022 Annual Airfield Pavement Rehabilitation, 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)

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.)

CITY AND COUNTY OF DENVER

By: _____
MAYOR

By: _____
Chief Executive Officer
Denver International Airport

APPROVED AS TO FORM:

KRISTIN M. BRONSON, Attorney for the
City and County of Denver

By: _____
Assistant City Attorney

XV. ATTACHMENT 9, PREVAILING WAGES

PREVAILING WAGES

Prevailing Wage information is contained in the pages immediately following this page.
are not included in the page numbering of this Contract document

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: February 28, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, February 25, 2022** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220002
Superseded General Decision No. CO20210002
Modification No. 3
Publication Date: 02/25/2022
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 8 for reference.**

"General Decision Number: CO20220002 02/25/2022

Superseded General Decision Number: CO20210002

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: 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)(2)-(60).

| | |
|--|--|
| 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 \$15.00 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 2022. |
| 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 \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022. |

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 <https://www.dol.gov/agencies/whd/government-contracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/07/2022 |
| 1 | 01/28/2022 |
| 2 | 02/18/2022 |
| 3 | 02/25/2022 |

ASBE0028-001 07/01/2019

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

Asbestos Workers/Insulator
(Includes application of
all insulating materials,
protective coverings,
coatings and finishings to
all types of mechanical

systems).....\$ 32.98 14.73

BRCO0007-004 01/01/2021

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

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

BRICKLAYER.....\$ 31.43 9.72

BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

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

BRICKLAYER.....\$ 25.88 10.34

ELEC0012-004 09/01/2021

PUEBLO COUNTY

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

ELECTRICIAN

| | | |
|---------------------------|----------|----------|
| Electrical contract over | | |
| \$1,000,000..... | \$ 29.80 | 13.00+3% |
| Electrical contract under | | |
| \$1,000,000..... | \$ 24.85 | 13.00+3% |

ELEC0068-001 06/01/2021ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER, AND WELD COUNTIES

| | | |
|------------------|----------|---------|
| | Rates | Fringes |
| ELECTRICIAN..... | \$ 39.75 | 17.27 |

ELEC0111-001 09/01/2021

| | | |
|------------------------------|----------|---------------|
| | Rates | Fringes |
| Line Construction: | | |
| Groundman..... | \$ 23.14 | 24.25%+\$7.05 |
| Line Equipment Operator..... | \$ 37.39 | 24.25%+\$7.05 |
| Lineman and Welder..... | \$ 51.92 | 24.25%+\$7.05 |

ELEC0113-002 06/01/2021

EL PASO COUNTY

| | | |
|------------------|----------|---------|
| | Rates | Fringes |
| ELECTRICIAN..... | \$ 34.15 | 16.87 |

ELEC0969-002 06/01/2019

MESA COUNTY

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

ENGI0009-001 05/01/2021

| | | |
|-----------------------------|----------|---------|
| | Rates | Fringes |
| Power equipment operators: | | |
| Blade: Finish..... | \$ 31.37 | 12.35 |
| Blade: Rough..... | \$ 31.05 | 12.35 |
| Bulldozer..... | \$ 31.05 | 12.35 |
| Cranes: 50 tons and under.. | \$ 31.70 | 12.35 |
| Cranes: 51 to 90 tons..... | \$ 31.97 | 12.35 |

| | | |
|---|----------|-------|
| Cranes: 91 to 140 tons..... | \$ 33.05 | 12.35 |
| Cranes: 141 tons and over... | \$ 35.17 | 12.35 |
| Forklift..... | \$ 30.67 | 12.35 |
| Mechanic..... | \$ 31.20 | 12.35 |
| Oiler..... | \$ 30.29 | 12.35 |
| Scraper: Single bowl under 40 cubic yards..... | \$ 31.20 | 12.35 |
| Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls..... | \$ 31.37 | 12.35 |
| Trackhoe..... | \$ 31.20 | 12.35 |

IRON0024-003 12/01/2021

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 31.00 | 24.59 |
| Structural | | |

LABO0086-001 05/01/2009

| | Rates | Fringes |
|----------------|----------|---------|
| Laborers: | | |
| Pipelayer..... | \$ 18.68 | 6.78 |

PLUM0003-005 06/01/2020

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

| | Rates | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 43.63 | 16.67 |

PLUM0058-002 07/01/2021

EL PASO COUNTY

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 40.35 | 16.25 |

PLUM0058-008 07/01/2021

PUEBLO COUNTY

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 40.35 | 16.25 |

 PLUM0145-002 07/01/2016

MESA COUNTY

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 35.17 | 11.70 |

PLUM0208-004 01/01/2021

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

| | Rates | Fringes |
|-----------------|----------|---------|
| PIPEFITTER..... | \$ 39.10 | 13.77 |

SHEE0009-002 07/01/2021

| | Rates | Fringes |
|-------------------------|----------|---------|
| Sheet metal worker..... | \$ 36.45 | 20.15 |

TEAM0455-002 07/01/2020

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

* SUCO2001-006 12/20/2001

| | Rates | Fringes |
|-----------------------------------|-------------|---------|
| BOILERMAKER..... | \$ 17.60 | |
| Carpenters: | | |
| Form Building and Setting... | \$ 16.97 | 2.74 |
| All Other Work..... | \$ 15.14 | 3.37 |
| Cement Mason/Concrete Finisher... | \$ 17.31 | 2.85 |
| IRONWORKER, REINFORCING..... | \$ 18.83 | 3.90 |
| Laborers: | | |
| Common..... | \$ 11.22 ** | 2.92 |
| Flagger..... | \$ 8.91 ** | 3.80 |
| Landscape..... | \$ 12.56 ** | 3.21 |

| | |
|------------------------------------|------|
| Painters: | |
| Brush, Roller & Spray.....\$ 15.81 | 3.26 |

| | |
|-------------------------------|------|
| Power equipment operators: | |
| Backhoe.....\$ 16.36 | 2.48 |
| Front End Loader.....\$ 17.24 | 3.23 |
| Skid Loader.....\$ 15.37 | 4.41 |

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

=====

**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
(Supp #74, Revised: 01-01-2022)**

| Classification | | Base | Fringe |
|---|----------------------------------|-------------|---------------|
| Ironworker | Ornamental | \$24.80 | \$10.03 |
| Laborer | Group 1 | \$18.18 | \$8.27 |
| | Group 2 | \$21.59 | \$8.61 |
| Laborer (Common) | | \$15.87 | \$2.92 |
| Laborer (Flagger) | | \$15.87 | \$3.80 |
| Laborer (Landscape) | | \$15.87 | \$3.21 |
| Laborer (Janitor) | Janitor/Yardmen | \$17.68 | \$8.22 |
| Laborer (Asbestos) | Removal of Asbestos | \$21.03 | \$8.55 |
| Laborer (Tunnel) | Group 1 | \$18.53 | \$8.30 |
| | Group 2 | \$18.63 | \$8.31 |
| | Group 3 | \$19.73 | \$8.42 |
| | Group 4 | \$21.59 | \$8.61 |
| | Group 5 | \$19.68 | \$8.42 |
| Line Construction | Lineman, Gas Fitter/Welder | \$36.88 | \$9.55 |
| | Line Eq Operator/Line Truck Crew | \$25.74 | \$8.09 |
| Millwright | | \$28.00 | \$10.00 |
| Power Equipment Operator | Group 1 | \$22.97 | \$10.60 |
| | Group 2 | \$23.32 | \$10.63 |
| | Group 3 | \$23.67 | \$10.67 |
| | Group 4 | \$23.82 | \$10.68 |
| | Group 5 | \$23.97 | \$10.70 |
| | Group 6 | \$24.12 | \$10.71 |
| | Group 7 | \$24.88 | \$10.79 |
| Power Equipment Operator (Tunnels above and below ground, shafts and raises): | Group 1 | \$25.12 | \$10.81 |
| | Group 2 | \$25.47 | \$10.85 |
| | Group 3 | \$25.57 | \$10.86 |
| | Group 4 | \$25.82 | \$10.88 |
| | Group 5 | \$25.97 | \$10.90 |
| | Group 6 | \$26.12 | \$10.91 |
| | Group 7 | \$26.37 | \$10.94 |
| Truck Driver | Group 1 | \$18.42 | \$10.00 |
| | Group 2 | \$19.14 | \$10.07 |
| | Group 3 | \$19.48 | \$10.11 |
| | Group 4 | \$20.01 | \$10.16 |
| | Group 5 | \$20.66 | \$10.23 |
| | Group 6 | \$21.46 | \$10.31 |

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

PLANE-202262810

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: February 28, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, February 25, 2022** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220009
Superseded General Decision No. CO20210009
Modification No. 1
Publication Date: 02/25/2022
(6 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 7 for reference.**

"General Decision Number: CO20220009 02/25/2022

Superseded General Decision Number: CO20210009

State: Colorado

Construction Type: Highway

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)(2)-(60).

| | |
|--|--|
| 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 \$15.00 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 2022. |
| 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 \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022. |

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 <https://www.dol.gov/agencies/whd/government-contracts>.

| | |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0 | 01/07/2022 |
| 1 | 02/25/2022 |

CARP9901-008 11/01/2019

| | | |
|---------------------------------|----------|---------|
| | Rates | Fringes |
| CARPENTER (Form Work Only)..... | \$ 26.50 | 10.32 |
| ----- | | |
| ELEC0068-016 03/01/2011 | | |

| | | |
|-----------------------------|----------|------------|
| | Rates | Fringes |
| TRAFFIC SIGNALIZATION: | | |
| Traffic Signal Installation | | |
| Zone 1..... | \$ 26.42 | 4.75%+8.68 |
| Zone 2..... | \$ 29.42 | 4.75%+8.68 |

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

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

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

 ENGI0009-008 05/01/2021

| | | |
|---------------------------|-------|---------|
| | 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.).....\$ 31.05 | 12.35 |
| (3)-Loader (under 6 cu. yd.) | |
| Denver County.....\$ 31.05 | 12.35 |
| (3)-Motor Grader (blade-rough) | |
| Douglas County.....\$ 31.05 | 12.35 |
| (4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....\$ 31.70 | 12.35 |
| (4)-Loader (over 6 cu. yd) | |
| Denver County.....\$ 31.20 | 12.35 |
| (5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....\$ 31.37 | 12.35 |
| (5)-Motor Grader (blade-finish) | |
| Douglas County.....\$ 31.37 | 12.35 |
| (6)-Crane (91-140 tons).....\$ 33.05 | 12.35 |
| ----- | |
| * SUCO2011-004 09/15/2011 | |

| | Rates | Fringes |
|--|-------------|---------|
| CARPENTER (Excludes Form Work)... | \$ 19.27 | 5.08 |
| CEMENT MASON/CONCRETE FINISHER | | |
| Denver..... | \$ 20.18 | 5.75 |
| Douglas..... | \$ 18.75 | 3.00 |
| ELECTRICIAN (Excludes Traffic Signal Installation)..... | \$ 35.13 | 6.83 |
| FENCE ERECTOR (Excludes Link/Cyclone Fence Erection)..... | \$ 13.02 ** | 3.20 |
| GUARDRAIL INSTALLER..... | \$ 12.89 ** | 3.20 |
| HIGHWAY/PARKING LOT STRIPING:Painter | | |
| Denver..... | \$ 12.62 ** | 3.21 |
| Douglas..... | \$ 13.89 ** | 3.21 |
| IRONWORKER, REINFORCING (Excludes Guardrail Installation)..... | \$ 16.69 | 5.45 |
| IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail | | |

| | | |
|--------------------|----------|------|
| Installation)..... | \$ 18.22 | 6.01 |
|--------------------|----------|------|

LABORER

| | | |
|------------------------------|-------------|------|
| Asphalt Raker..... | \$ 16.29 | 4.25 |
| Asphalt Shoveler..... | \$ 21.21 | 4.25 |
| Asphalt Spreader..... | \$ 18.58 | 4.65 |
| Common or General | | |
| Denver..... | \$ 16.76 | 6.77 |
| Douglas..... | \$ 16.29 | 4.25 |
| Concrete Saw (Hand Held).... | \$ 16.29 | 6.14 |
| Landscape and Irrigation.... | \$ 12.26 ** | 3.16 |
| Mason Tender- | | |
| Cement/Concrete | | |
| Denver..... | \$ 16.96 | 4.04 |
| Douglas..... | \$ 16.29 | 4.25 |
| Pipelayer | | |
| Denver..... | \$ 13.55 ** | 2.41 |
| Douglas..... | \$ 16.30 | 2.18 |
| Traffic Control (Flagger)... | \$ 9.55 ** | 3.05 |
| Traffic Control (Sets | | |
| Up/Moves Barrels, Cones, | | |
| Install Signs, Arrow | | |
| Boards and Place | | |
| Stationary Flags) (Excludes | | |
| Flaggers)..... | \$ 12.43 ** | 3.22 |

| | | |
|---------------------------|----------|------|
| PAINTER (Spray Only)..... | \$ 16.99 | 2.87 |
|---------------------------|----------|------|

POWER EQUIPMENT OPERATOR:

| | | |
|-------------------------|----------|------|
| Asphalt Laydown | | |
| Denver..... | \$ 22.67 | 8.72 |
| Douglas..... | \$ 23.67 | 8.47 |
| Asphalt Paver | | |
| Denver..... | \$ 24.97 | 6.13 |
| Douglas..... | \$ 25.44 | 3.50 |
| Asphalt Roller | | |
| Denver..... | \$ 23.13 | 7.55 |
| Douglas..... | \$ 23.63 | 6.43 |
| Asphalt Spreader..... | \$ 22.67 | 8.72 |
| Backhoe/Trackhoe | | |
| Douglas..... | \$ 23.82 | 6.00 |
| Bobcat/Skid Loader..... | \$ 15.37 | 4.28 |
| Boom..... | \$ 22.67 | 8.72 |
| Broom/Sweeper | | |
| Denver..... | \$ 22.47 | 8.72 |
| Douglas..... | \$ 22.96 | 8.22 |
| Bulldozer..... | \$ 26.90 | 5.59 |
| Concrete Pump..... | \$ 21.60 | 5.21 |
| Drill | | |
| Denver..... | \$ 20.48 | 4.71 |
| Douglas..... | \$ 20.71 | 2.66 |
| Forklift..... | \$ 15.91 | 4.68 |

| | | |
|---|-------------|------|
| Grader/Blade | | |
| Denver..... | \$ 22.67 | 8.72 |
| Guardrail/Post Driver..... | \$ 16.07 | 4.41 |
| Loader (Front End) | | |
| Douglas..... | \$ 21.67 | 8.22 |
| Mechanic | | |
| Denver..... | \$ 22.89 | 8.72 |
| Douglas..... | \$ 23.88 | 8.22 |
| Oiler | | |
| Denver..... | \$ 23.73 | 8.41 |
| Douglas..... | \$ 24.90 | 7.67 |
| Roller/Compactor (Dirt and Grade Compaction) | | |
| Denver..... | \$ 20.30 | 5.51 |
| Douglas..... | \$ 22.78 | 4.86 |
| Rotomill..... | \$ 16.22 | 4.41 |
| Screed | | |
| Denver..... | \$ 22.67 | 8.38 |
| Douglas..... | \$ 29.99 | 1.40 |
| Tractor..... | \$ 13.13 ** | 2.95 |

TRAFFIC SIGNALIZATION:

Groundsman

| | | |
|--------------|----------|------|
| Denver..... | \$ 17.90 | 3.41 |
| Douglas..... | \$ 18.67 | 7.17 |

TRUCK DRIVER

| | | |
|---|-------------|------|
| Distributor | | |
| Denver..... | \$ 17.81 | 5.82 |
| Douglas..... | \$ 16.98 | 5.27 |
| Dump Truck | | |
| Denver..... | \$ 15.27 | 5.27 |
| Douglas..... | \$ 16.39 | 5.27 |
| Lowboy Truck..... | \$ 17.25 | 5.27 |
| Mechanic..... | \$ 26.48 | 3.50 |
| Multi-Purpose Specialty & Hoisting Truck | | |
| Denver..... | \$ 17.49 | 3.17 |
| Douglas..... | \$ 20.05 | 2.88 |
| Pickup and Pilot Car | | |
| Denver..... | \$ 14.24 ** | 3.77 |
| Douglas..... | \$ 16.43 | 3.68 |
| Semi/Trailer Truck..... | \$ 18.39 | 4.13 |
| Truck Mounted Attenuator.... | \$ 12.43 ** | 3.22 |
| Water Truck | | |
| Denver..... | \$ 26.27 | 5.27 |
| Douglas..... | \$ 19.46 | 2.58 |

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

**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
Revised 01/01/2022)**

| Classification | | Base | Fringe |
|---|----------------------------------|-------------|---------------|
| Guard Rail Installer | | \$15.87 | \$3.20 |
| Highway Parking Lot Striping: Painter | | \$15.87 | \$3.21 |
| Ironworker (Ornamental) | | \$26.05 | \$12.00 |
| Laborer | Removal of Asbestos | \$21.03 | \$8.55 |
| Laborer (Landscape & Irrigation) | | \$15.87 | \$3.16 |
| Laborer: Traffic Control (Flagger) | | \$15.87 | \$3.05 |
| Laborer: Stationary Flags(excludes Flaggers) | | \$15.87 | \$3.22 |
| 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 | \$18.42 | \$10.00 |
| | Group 2 | \$19.14 | \$10.07 |
| | Group 3 | \$19.48 | \$10.11 |
| | Group 4 | \$20.01 | \$10.16 |
| | Group 5 | \$20.66 | \$10.23 |
| | Group 6 | \$21.46 | \$10.31 |
| Truck Driver: Truck Mounted Attenuator | | \$15.87 | \$3.22 |

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

XVI. ATTACHMENT 10, LIEN RELEASE FORMS

DENVER INTERNATIONAL AIRPORT

PARTIAL LIEN RELEASE – CONSTRUCTION

| | |
|--|---|
| Project: _____ | Date: _____ |
| City Contract No. _____ | Current Subcontract Amount: \$ _____ |
| FROM: Subcontractor _____ 20____ | (1) Last Progress Payment for billing period ending _____ |
| Address: _____ | \$ _____ |
| City/State: _____ | (2) Progress invoiced for previous billing period (if unpaid) _____ 20____ |
| Telephone: _____ | \$ _____ |
| TO: Contractor _____ 20____ | (3) Progress invoiced for current billing period ending _____ |
| Address: _____ | \$ _____ |
| City/State: _____ | (4) Total Paid to Date: \$ _____ |

() MBE/WBE () SBE () DBE () Non

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

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

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

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

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

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

The foregoing shall not relieve the undersigned of any obligation under the provisions of the Undersigned's subcontract, as the subcontract may have been amended, which by their nature survive completion of the Undersigned's work effort including, without limitation, warranties, guarantees, insurance requirements and indemnities.

Subcontractor: _____

Certified by: _____

Title: _____

Date: _____



DENVER INTERNATIONAL AIRPORT
FINAL LIEN RELEASE – CONSTRUCTION (Subcontractor)

Project: _____

Date: _____

City Contract No. _____

Subcontractor Contract No. _____

FROM:

Subcontractor: _____

(1) Last Progress Payment for billing
period ending _____

_____, 20 ____

Dated: _____, 20 ____

Address: _____

\$ _____

City/State: _____

(2) Does not apply

Telephone: _____

TO:

Contractor: _____

(3) Does not apply

Address: _____

City/State: _____

(4) **Total Paid to Date:**

\$ _____

() SBE () DBE () MBE () WBE () Non

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

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

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

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

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

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

The foregoing shall not relieve the undersigned of any obligation under the provisions of the Undersigned's subcontract, as the subcontract may have been amended, which by their nature survive completion of the Undersigned's work effort including, without limitation, warranties, guarantees, insurance requirements and indemnities.

Subcontractor: _____

Certified by: _____

Title: _____

Date: _____



RESPONSE TO THE REQUEST FOR PROPOSALS (RFP)

ON-CALL AIRFIELD CONSTRUCTION SERVICES



DENVER INTERNATIONAL AIRPORT
RFP NO. 202262810

JULY 13, 2022



TABLE OF CONTENTS

| | |
|--|----|
| COVER LETTER | 4 |
| SECTION 1. COST EFFECTIVENESS/PRICING | 7 |
| PHILOSOPHY | 8 |
| QUALITY CONTROL POLICY | 8 |
| MINIMIZATION OF ERRORS AND REWORK | 9 |
| RIGHT SIZING OF THE TEAM | 10 |
| MANAGEMENT OF SUBCONTRACTORS | 10 |
| UTILIZATION OF PREVIOUSLY COMPLETED WORK | 10 |
| OUR COMPETITIVE EDGE | 11 |
| UNIQUE PROCESSES AND TECHNOLOGY | 12 |
| SECTION 2. MWBE EQUITY DIVERSITY, AND INCLUSION PLAN (MWBE EDI PLAN) | 13 |
| PAST ENGAGEMENT OF UNDERUTILIZED BUSINESSES | 14 |
| INTERNAL PROMOTION | 14 |
| MWBE COORDINATOR | 15 |
| UTILIZATION STRATEGIES | 15 |
| TECHNICAL ASSISTANCE | 16 |
| PROCUREMENT PROCESS | 16 |
| COMMUNICATION AND VENDOR MANAGEMENT | 17 |
| PAST PERFORMANCE | 17 |
| OUR CULTURE | 18 |
| FUTURE INITIATIVES | 18 |
| SECTION 3. UNDERSTANDING THE PROJECT | 19 |
| SCOPE OF WORK | 20 |
| COMPLEXITY, CHALLENGES AND PROBLEMS | 20 |
| APPROACH AND PHILOSOPHY | 21 |
| SENSITIVITY AND EXPERIENCE WITH KEY ISSUES | 22 |
| ADDITIONAL ISSUES | 22 |

TABLE OF CONTENTS (CONTINUED)

SECTION 4. KEY PERSONNEL AND ABILITY TO PERFORM 23

 ORGANIZATION CHART 24

 KEY PERSONNEL 25

 ABILITY TO RESPOND 26

SECTION 5. DEMONSTRATED EXPERIENCE AND PAST PERFORMANCE 27

 2018 ON CALL AIRFIELD CONSTRUCTION SERVICES 28

 2021 ANNUAL AIRFIELD PAVEMENT REHABILITATION 29

 2019 ON-CALL LANDSIDE ROADWAYS AND PARKING LOTS 30

SECTION 6. EQUIPMENT AND AVAILABILITY 31

APPENDICES 34

 RESUMES 35

#



COVER LETTER



**ON-CALL AIRFIELD CONSTRUCTION SERVICES
RFP NO. 202262810**

July 13, 2022

Ms. Shelley Berry
Denver International Airport
Airport Office Building
8500 Pena Boulevard
Denver, Colorado 80249

RE: On-Call Airfield Construction Services RFP No. 202262810

Dear Ms. Berry and Members of the Evaluation Board

IHC Scott is pleased to provide our qualifications for the On-Call Airfield Construction Services project. For 42 years IHC Scott (IHC) has partnered with the City and County of Denver, particularly the Department of Aviation. We have performed over 100 projects at Denver International Airport (DEN) including more than 75 airside projects of similar scope and complexity. IHC Scott has also performed all 5 of the previous civil on-call projects that DEN has awarded, 3 Landside and 2 Airfield. This extensive experience gives us keen insight into the many complexities and facets of this type of project, as well as full understanding of your expectations.

IHC Scott's key personnel selected to lead this project bring extensive years of experience performing work at DEN. Backed by highly skilled crews we understand what it takes to complete all types of projects. We are able and committed to rapidly mobilize our highly capable, local professionals along with material and equipment resources necessary to complete almost any heavy civil construction task that may arise. IHC Scott will continue our years of commitment to ensuring uninterrupted airport operations and minimize disruption to the traveling public as well as minimizing impacts to the various airport stakeholders. Working in conjunction with DEN, IHC will develop an approach to respond to the task order while maintaining or exceeding the airport and stakeholder's goals.

100% Committed Key Personnel

Sr. Project Manager: Anthony Wiarda
Project Superintendent: John Seely
QC Manager: Martin Baca IV
MWBE Coordinator: Kathy Berumen
Project Engineer: Gavin Hubbard
Safety Representative: Juan Tarin

The single greatest contributor to high proposal costs is risk. We have had the opportunity to learn many of the risks involved in building a multitude of complicated work items at this airport. We will utilize this experience to identify risk during the pricing process and continue through completion of each task order. This philosophy will allow IHC Scott to both eliminate risk to DEN and stakeholders as well as provide lower cost estimates and ability to maintain project budgets.

Through our previous On-Call Airfield and Miscellaneous Roadway contracts we have successfully performed a wide variety of task orders and work orders, many of which have required outside resources, including specialty subcontractors and Professional Services. Although too many to list individually, some examples include joint and crack repair and sealing, utility repairs and relocations, glycol pond construction and rehabilitation, airfield lighting modifications, asphalt milling and paving, selective panel demolition and replacement, Taxiway F and F7 Signage, VSR Repair, Jet Fuel Expansion, pedestrian walkway shoring and many others. IHC Scott commits to using an established team of subcontractors familiar with DEN operations, administrative and quality requirements.

**ON-CALL AIRFIELD CONSTRUCTION SERVICES
RFP NO. 202262810**

IHC Scott also commits to identifying scopes of work available to MWBE contractors and contractors who have been historically underutilized at the airport. Kathy Berumen will lead our efforts to identify and perform outreach events with these subcontractors. She will work directly with Anthony Wiarda to identify the scopes of each task order and align these scopes with potential MWBE subcontractors. Due to this project being an on-call project, the specific scope of work to be performed on individual task orders is unknown at this time and exactly which MWBE subcontractors will be utilized depends on the scope of issued task orders. Listed below are MWBE firms that have a history of successfully performing work at DEN to meet the airport's goals. We will strive to utilize these and other MWBE firms throughout this project as the scope of the task orders allow.

Potential MWBE Subcontractors:

- Maximum Civil Constructors
- American Sign Company
- P&H Equipment
- Martinez Trucking
- Allstate Sweeping
- Powell Restoration
- Triax Engineering
- Hot Shot
- Pynergy, LLC
- Ram Co Trucking
- Calabrese Trucking
- Kolbe Striping Inc.
- Environmental Logistics
- Garza

Thank you for the opportunity to present our team in more detail and to demonstrate the value our team brings. Our proposal document is a focused response to your request for proposal, and we trust it addresses all questions you may have to make an informed decision. We are the team with the most experience completing DEN task/work orders and minimizing impacts to airport stakeholders, and we will be the team that ensures that experience is continued throughout this project. We look forward to the opportunity to partner with you on this project. Should you have any questions, feel free to contact me at (303) 790-9100. Thank you for your consideration.

Sincerely,

Cory Allington
Vice President Preconstruction

SECTION 1.



COST EFFECTIVENESS/PRICING



IHC Scott acknowledges a successful project delivery of each Task Notice Proposal (TNP) requires a cost effective and efficient pricing proposal. We are committed to developing a schedule and budget for each TNP that will utilize our vast experience and knowledge of the operations at DEN. This schedule and budget will be used to monitor performance and control costs. IHC Scott will also manage cost from the initial estimate through construction, using historical cost and production history, long-term relationships with subcontractors and suppliers, and monthly budget/cost projections and prompt and thorough communication of issues to ensure current costs remain within the established budget for the project.

PHILOSOPHY

IHC Scott's values are the foundation of the philosophy in which we perform all of our tasks. IHC Scott uses an approach for each task order that is focused on cost-effectiveness and efficiency, quality at the best value. Specifications and quality expectations can not be compromised and must be fully understood. We always provide a full measure, thus, a fully encompassed strategy is developed, for each TNP, in which the scope of the work to be performed is thoroughly vetted and all project requirements and goals are known and understood. This allows us to accurately and completely provide a schedule and pricing that is effective, efficient and competitive. Requests for clarification are used prior to task order pricing if necessary to ensure that risks to the task budget and schedule are identified and eliminated or minimized. We build safety into every task as we value our people and provide them with a worksite in which they can perform their duties at the highest efficiency possible without risk to injury. Our word is our bond, therefore DEN can have certainty that we will do what we say we are going to do and we will be fully committed to a successful project.

QUALITY CONTROL POLICY

Quality is a part of IHC Scott's core foundation. We will bring a quality management program proven under the most stringent specifications in the nation. It has been successfully employed on numerous major Airport (FAA), transportation, and Department of Defense (DOD) projects in the past. Quality performance is tracked and measured throughout construction. At the heart of our QC program, each craftsman has specific measurements that they perform in real-time on the work they are putting in place. These measurements provide critical ongoing feedback on the quality of the product that they produce. This allows for early identification and correction of negative trends. In this way errors and re-work can be avoided that could otherwise result in increased cost and delay to the project.

We will develop a job-specific Quality Management Program (QMP) that delineates independent QC functions for project oversight. The QMP will track quality through an electronic documentation system for all contract requirements and specifications. Continuous improvement will be the goal of the project and the tracking system to ensure that all work is in compliance.

IHC Scott always puts the need of the project first. All decisions, risk mitigation and cost estimating are done for the betterment of the project.



QUALITY CONTROL POLICY (CONTINUED)

The IHC Scott QMP will include the following elements:

- Quality System Procedures
- Work Control Procedures
- Material Sampling and Lab Testing Procedures in Compliance with DEN, FAA, AASHTO, and ASTM construction standards
- Environmental Compliance Procedures
- Document Control Procedures
- Quality Planning Requirements
- Work Activity Inspection Plans
- DEN Compliance and Reporting Requirements
- Quality Training



Pre-work meetings will be held prior to the start of each new work activity. These are used to orient crews to schedule, quality and production requirements, safety issues, environmental constraints, and mitigation measures. These meetings ensure that QC and QA expectations are aligned. Pre-work meetings go back to the basics of every task and empower craftsmen to take ownership of the quality and safety of the work they perform. Each craftsman is assigned specific quality measures and reporting tasks. Craftsmen will also be empowered to stop work if quality measures are outside of allowable standards or safety is compromised. These meetings establish the standard that the team is expected to meet and reinforces our approach to plan every task element; inform the team performing the work; execute the plan guiding the work and provide feedback. The meeting also lays out our plan to monitor the work and confirm that the work meets quality, schedule, safety, and cost parameters. This process, in tandem with our weekly schedule analysis, is highly effective in maintaining schedule and cost objectives.

Core level training is a process used to ensure that each craftsman is trained on the specific quality standards for the work they perform and can take appropriate actions to correct deficiencies when quality measures are not in compliance with set standards. The training ensures quality by the individuals whose actions most influence the quality of the finished product. Craftsmen are responsible for specific quality control measurements and tasks that control their work. They are trained to measure actual performance against scheduled performance in real time and report critical information to supervisors that prompts adjustment to materials, equipment and/or operational methods.

MINIMIZATION OF ERRORS AND REWORK

Through the implementation of our Quality Management Program, the potential for errors and rework can be minimized or eliminated. Effective communication of the work plan and processes for putting the work in place are ensured in the pre-work meeting stage of each item of work. The ongoing training of our personnel in their Core-Level responsibilities and real-time quality control metrics ensures that the work is being put in place properly. Real-time testing and inspection as the work is placed, utilizing the 4-point inspection process detailed in our Quality Management Plan and the Project Specifications, ensures the proper monitoring and documentation is in position for the final acceptance of each item of work.



RIGHT SIZING OF THE TEAM

A crucial part of the success for achieving the project objectives for DEN and IHC Scott on each task involves “Right-Sizing the Team”. We will thoroughly analyze each component of the task order to ensure that we optimize the team expertise and capabilities. Our continuous 25+ years of projects at DEN give IHC Scott a unique history in assessing the needs of each specific task order. The onsite IHC Scott staff has a wide variety of experience in multiple disciplines of construction activities and an established team of MWBE and specialty subcontractors to select for specific TNP projects. IHC Scott will rely on decades of experience, working on both Landside and Airside projects, to provide DEN with a right sized response and schedule for each requested TNP, while achieving the contract MWBE Goal.

MANAGEMENT OF SUBCONTRACTORS

Relationships with local subcontractors give us an enormous flexibility to field an efficient and effective team while maintaining our ability to comply with the project MWBE goal. Our partner subcontractors used to perform work at DEN have experience here and have demonstrated their ability to be effective and meet the exacting standards required. Subcontractors are selected based not only on best pricing provided, but also by evaluating previous experience working in the DEN contracting environment and providing safe and quality results. Both IHC Scott and these subcontractors understand the challenges and demanding technical high-quality work expected by DEN as an owner. As unique task order opportunities and challenges are presented through the task order process IHC Scott will rely on the years of experience to solicit the right Subcontractor for the specific task. IHC Scott is fully committed to enhancing the MWBE program and supporting these firms, through our continued mentorship and advancement of payment. Priority will be given to MWBE firms based on cost effectiveness for each specific task in order to meet or exceed the contract goals.

IHC Scott will engage MWBE firms to identify scopes of work suited for these businesses. We will take this information and ensure these businesses are offered opportunities on any of the TNP’s priced. IHC Scott will assist these subcontractors in navigating the processes and procedures at DEN, especially the badging and safety requirements.

UTILIZATION OF PREVIOUSLY COMPLETED WORK

IHC Scott has completed or is in the process of completing 5 separate Civil On-Call contracts at DEN. Through our shared experience on these projects there have been no challenges or types of task order that we have not been able to successfully engage and complete. Our shared history and the completion of over 30 separate task orders on these contracts provide an excellent basis for this project.

In addition, due to our over 100 projects completed at DEN, we have a vast database of cost, schedule, challenges and history to rely on to provide a fully comprehensive price proposal for any task order. IHC Scott has over 29 years of experience working at DEN thus we are uniquely positioned to understand the needs of the airport and how to best position our team to successfully complete the task orders release.

Our previously completed work is detailed further in Section 5.



OUR COMPETITIVE EDGE

IHC Scott will be able to deliver low-cost pricing to DEN by taking the steps detailed throughout this section. We can draw upon our extensive cost history and productivity rates developed from many years of performing similar work at DEN, and knowledge of low-cost alternatives to provide realistic and complete cost estimates for each task order while ensuring the most competitive pricing for our self-performed work. IHC Scott believes that risk assessment and mitigation is one of the primary methods to control and reduce costs.

IHC Scott is confident that we can build the most competitive team using our own resources, MWBE subcontractors, vendor relationships and other specialty subcontractors. IHC Scott will solicit pricing from our long-term subcontractors for all relevant items of work and compare those to our internal rates to ensure that the lowest costs are utilized. We will also specifically solicit MWBE contractors to ensure that their participation in the project is adequately represented. IHC Scott will build the most efficient team between ourselves, MWBE and specialty subcontractors to perform each task order most effectively from both a cost and scheduling standpoint. IHC Scott's continued onsite presence minimizes mobilization costs to the project. Our B2W Estimating software provides years of DEN specific cost history and the ability to analyze subcontractor and material pricing with a means to analyze quotes from each discipline identified as part of the estimate. This analysis, plus a comprehensive review of subcontractor and supplier terms and conditions will all be a part of our process used to select subcontractors and suppliers who will provide the best value while being capable of performing the work to meet accelerated schedules and exacting standards required by DEN specifications.

IHC Scott's presence at DEN and across the Front Range results in on-going cost-effectiveness and efficiencies to be realized by DEN for this On-Call project. Some of the benefits are:

- Established concrete plant and staging area avoids un-needed costs and delays associated with mobilization, mix designs, or set up
- Current mix design library for paving and structural concrete mixes
- Onsite established Independent Testing Agency laboratory resulting in lower costs
- Office facilities that allow for real-time collaboration
- An existing team of Subcontractors and Material Suppliers ready to respond to project needs
- Multitude of crews and equipment capable of performing various types of work
- Staff, equipment and crews at our other projects in the Front Range that can mobilize at a moments notice.





UNIQUE PROCESSES AND TECHNOLOGY

Cost Controls and Reporting. IHC SCOTT will manage and control costs throughout construction. This management starts with a solid approach for cost estimating leading toward development of the task order budget. The estimating team strives to be competitive on all TNP estimates by utilizing our extensive cost and production history developed from many years of performing similar work.

Once the task order budget has been established, IHC SCOTT will provide a schedule of values for payment in accordance with the Denver General Contract Requirements. The schedule of values will be loaded into the Textura Payment Management (TPM) System and utilized for progress payments. The IHC SCOTT management team has extensive experience in managing Prime and Subcontract payments in partnership with DEN through Textura.

We will use our cost accounting systems to prepare monthly in-depth analysis which will include:

- Breakdown and analysis of final cost in comparison to the task order budget
- Quantification of any expected over/under-runs and projection of impacts to the task order budget
- We have developed, refined and used these same cost control systems to manage, monitor and project costs versus project budgets for all previous work at DEN
- Transparent and open communication with DEN concerning our analysis and project budget projections

IHC Scott is uniquely situated to provide DEN with cost effective and complete pricing. Our approach begins through partnering and mutual respect, which flows through subcontractors, stakeholders and all levels involved in this project. We are able to utilize decades of performance at DEN, when these historical costs are combined with our established Quality Control program which minimizes rework, we are able to pass along accurate, low risk costing. With our approach, cost history, QC Program and IHC Scott resources already committed to the airport, we are the right team to bring cost effective value to help DEN and stakeholders achieve their goals on this project.



SECTION 2.



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



PAST ENGAGEMENT OF UNDERUTILIZED BUSINESSES

IHC Scott has built a vast database of subcontractors suited to perform scopes of work necessary to complete the tasks that may be required on these task orders. Throughout our decades of business, we have engaged disadvantaged, minority owned, women owned and historically underutilized businesses to identify scopes of work available to include them in our bidding and construction processes. As with all of our subcontractors, we build a relationship with our MWBE business partners to develop trust and coordination to ensure success for all parties. Our open and honest approach keeps lines of communication open and fosters a team environment with our subcontractors.

Throughout our processes we work with MWBE businesses to identify potential hurdles keeping them from successfully bidding or building work with us and then collaborate with them to remove these hurdles. Removing these hurdles allows our subcontractors to fairly and competitively bid on our projects and ultimately join our team to complete our projects. Throughout the duration of our projects we continually meet with our subcontractors to ensure they understand the schedule and the projects needs and that they are in a position to complete the work in a manner in which they too are successful.

We have a long established history of meeting or exceeding project requirements throughout our time at DEN. IHC Scott engages the DSBO office early in a project to introduce all team members, fully understand the project requirements, develop a plan to ensure all proper reporting documents are submitted correct and timely and to develop for identifying and addressing any potential concerns.

INTERNAL PROMOTION

IHC Scott is an equal opportunity employer. Our company policy does not allow for discrimination of any kind and promotes an environment of equity, diversity and inclusion. We have a full Human Resources staff solely dedicated to ensuring all team members are trained in and follow our policies. All of our company employment practices of recruitment/hiring, employment development and advancement and training have either been developed or vetted by our HR staff. In addition to our HR staff, we have a training department, solely focused on building a training program focused on developing all of our employees and providing opportunities for advancement. This program also includes our state certified Apprenticeship Program which provides training, classes and on the job instruction to help our employees advance into supervisory positions and further their careers.

We value our relationships with our subcontractors. We understand our success is directly linked to our subcontractors success and as such we maintain a philosophy of collaborating with our subcontractors. This collaboration is done to make sure all parties understand the project scope, schedule and quality requirements. Our coordination also allows us to fully identify potential issues and then as a team work through mitigations to address these issues to keep them from affecting the overall project cost and schedule.

In addition to the above, we have created an article series entitled “We Value People” in which we communicate more prolifically about our teammates and highlight why they love what they do, how they are empowered and to build a better team. All of this is done to build on and to celebrate our company culture and provide a workplace inclusive to all.



MWBE COORDINATOR

Kathy Berumen of Communication Connections Consulting (CCC) will be our MWBE Coordinator. She is a bi-lingual professional providing a strong emphasis on creating, applying, and managing Public Information, Small Business Utilization, and Workforce Development plans for large infrastructure projects. Her most recent experiences have been complex, urban design-build projects with combined values of more than \$3.5B. She facilitates multi-faceted plans by building robust awareness and engagement campaigns to keep project stakeholders and small businesses, informed and participatory. Her extensive experience in cross functioning with internal and external stakeholders provides leadership and vision across all spectrums of professional services. As a Denver native, she is intimately familiar with the Metro Denver area, its neighborhoods, residents, and community leaders.

Kathy's team of professionals ensure small businesses, with their innovation and diversity, are utilized to the maximum extent practicable by strengthening and enhancing outreach efforts. These efforts are inclusive of large-scale events, one-on-one communications, creating MWBE plans and implementing and managing them to improve your small business contracting participation and its compliance through the life of the project. CCC encourages open dialogue between the owner, the contractor, the subcontractors, and high-level stakeholders and offers services designed to provide an elevated level of involvement and satisfaction. She will work directly with our Senior Project Manager, Anthony Wiarda, to create tailored Strategic Communication, Crisis Communication, and Small Business Utilization plans that focus on the distinct audiences involved in this project and manage these plans through the life of the project. Our bi-lingual (Spanish/English) trans-creation services ensure delivery of your message to a broad spectrum of small diverse businesses.

UTILIZATION STRATEGIES

Task orders are normally issued with minimal time to put a bid together or on an emergency T&M basis. Due to time constraints, IHC Scott first identifies items of work which can be performed by MWBE firms who are already known to be under contract on other jobs at Denver International Airport and who have worked at the Airport in the past. Once these MWBE firms are identified, IHC Scott will reach out with information about the individual task orders and ask firms to provide quotes on a list of work items each firm is qualified in. Included in the provided information is solicited work scope, anticipated schedule for the work items, and all associated owner requirements.

On Task Orders which allow flexibility of scheduling, IHC Scott will identify additional firms, through coordination with Kathy Berumen, the DSBO firm database, and outreach events, who are qualified to perform items of work associated with each individual task to provide information about the items or work each firm is qualified for and inquire about interest in bidding. IHC Scott will ask for input on MWBE firm resource loads; and will take any limitations into account as allowed by Owner requirements. We will also work with firms unfamiliar with working at DEN to educate and assist them in preparing for all insurance, badging, security, administrative and other items needed to successfully complete work at the airport.

Following this process will ensure IHC Scott reaches the maximum amount of businesses possible and gives them a fair opportunity to bid and build work at the airport. We are committed to not only meeting the goal, but exceeding it, while assisting the growth of MWBE businesses, maintaining cost and schedule effectiveness and providing a quality product for DEN.



ON-CALL AIRFIELD CONSTRUCTION SERVICES RFP NO. 202262810



TECHNICAL ASSISTANCE

IHC Scott makes every effort to assist and support to our MWBE firms in a variety of different ways. The first part of this process starts during the bidding and subcontracting processes. During these processes, IHC Scott works with each MWBE firm to identify a firms' individual needs of assistance and/or support. Once each firms' needs are identified a plan is put into place to ensure support and assistance is provided. Some of the specific steps which may be implemented in any given assistance/support plan include but are not limited to:

- Joint check agreements for materials.
- Breaking out work items into specific operational functions to allow more opportunities for MWBE firms who may be specialized in specific aspects of a work item or may not be big enough to handle the full scope of a particular work item.
- Provide training for the different programs utilized by the City and County of Denver Construction Contract (this includes, but is not limited; ROCIP, LCP Tracker, Textura, B2G).
- Provide construction survey, survey of quantities, and quality control testing as required by the contract in lieu of making the smaller firms go out and find their own survey and testing agencies.
- Payments of insurance premiums when projects require specific coverages above and beyond industry norms.
- Weekly payment of MWBE subcontractors off their weekly invoices vs. making firms wait for payment based off monthly IHC Scott to owner billings to help ease cashflow issues.
- Provide concrete when necessary through a material purchase agreement.

Providing support such as this has enabled our subcontractors to grow their businesses and has kept our subcontractors returning to work with us.

PROCUREMENT PROCESS

IHC Scott has great relationships with many potential subcontractors along the Front Range. This will benefit the project through preferred pricing and priority. Subcontractors without work history with IHC Scott will enter a vetting process prior to bidding, including but not limited to, prior project experience, litigation history, labor and equipment availability and schedule performance on prior work.

A request for pricing will be prepared for each package to include at a minimum, scope, bid items, plans and any pertinent information needed to quote the work. We are adept at building work packages suited for our MWBE contractors and we work with them throughout our projects to ensure their success and to improve upon their capabilities.

We utilize procurement software that will email the solicitation package out to all potential subcontractors and vendors. We follow up on those emails with phone calls to ensure the packet was received and to gauge interest in the project. Pre-bid meetings, via Teams, will be conducted for more technical and higher risk scopes of work. IHC Scott performs a quote comparison, backfilling any scope gaps and confirming separable scopes to ensure we have an accurate comparison, with a minimum of three quotes.

Potential items that may be subcontracted on these task orders may include:

- Survey
- Traffic Control
- Miscellaneous Concrete Structures
- Trucking
- Asphalt
- Quality Control Testing
- Erosion Control and Seeding



COMMUNICATION AND VENDOR MANAGEMENT

IHC Scott maintains consistent and open communication with all our MWBE businesses. This process begins at the outreach stage and continues throughout procurement and construction the project. IHC Scott attends outreach events at DEN to identify upcoming projects and interested subcontractors to partner with. Upon receipt of a task order to price, we engage with our vendors and subcontractors to identify scopes of work for which the subcontractor can bid. We work through the procurement to remove hurdles including but not limited to: providing project schedules, training in safety requirement, reviewing terms and conditions and performance expectations.

Once awarded IHC Scott continues this process throughout the life of the project. We hold regular scheduling meetings with all subcontractors to ensure the project requirements are understood and met. We also hold preconstruction meetings with our subcontractors in which the full scope is discussed along with all safety and quality requirements. We assist our partners in document control and regularly confirm with them that they have all the current plans, procedures, quality requirements and information on any pertinent shut downs.

IHC Scott also holds weekly meetings to review all the projects in progress at the airport. This allows our staff to understand the progress, issues and best practices that are occurring on each project. Time is set aside each day to train on topics such as: vendor management, change management, scheduling, project administration, safety and contract requirements. These regular meetings and trainings ensure our staff is completely prepared to handle any and all situations that may arise.

PAST PERFORMANCE

IHC Scott is committed to promoting equity, diversity and inclusion in both our internal operations and with our subcontractors and community. Internally, we have systems and protocols in place that ensure all employees and potential employees are treated fairly throughout recruitment, training, development and succession planning. One of our cores values is that We Value People. This is not just a marketing statement, but an actual value ingrained in our culture. We provide an atmosphere in which all are able to perform at their highest level, while providing the training and resources to allow everyone to build upon their skills. By following this approach we have grown our project staff and crews into a very diverse and equitable workforce.

IHC Scott carries this same philosophy into our business partnerships with our MWBE subcontractors. Throughout our decades of experience at DEN, we have engaged our MWBE partners to identify scopes of work suitable to them which allow for a successful project for all parties. As we have progressed with our work at DEN, many of our MWBE subcontractors have been able to grow there business and take on other responsibilities on our projects. IHC Scott has assisted in this process through bonding and insurance assistance, mentoring, prompt payment (in many cases before we were paid), and technical assistance. Our approach is to truly partner with our MWBE firms and to remove the hurdles that keep them from being successful. We understand our success is directly tied to their success. Promoting successful relationships with our subcontractors not only improves individual project performance, but also improves the overall capabilities of all firms in the construction industry.



OUR CULTURE

IHC Scott has a reputation for tackling tough jobs that require work in extreme conditions or environmentally sensitive locations. A willingness to confront and conquer these challenges the first time around has been a hallmark of IHC Scott success. Our dedication is powered by the core values upon which our company is built—values that are not merely words on paper, but a way of life. Our values are:

- We Value People
- Our Word is Our Bond
- Always Give a Full Measure
- Quality at the Best Value

These values guide our business and our approach to our fellow employees, owners and subcontractors. The most important asset on any of our projects is our people. Therefore, we treat all with fairness and integrity and strive to be equitable and diverse through all our recruitment, hiring, promotions and dealings with our owners and subcontractors.

We support and promote this atmosphere with our MWBE subcontractors as well. We expect our subcontractors to promote this same philosophy and work with them to provide the tools necessary to accomplish this. By doing what we say we are going to do and giving it our all we provide the framework for success on our projects and our subcontractors willingly come on board with us. By actively living these values out in our business our MWBE subcontractors continually seek to partner with us time and time again.

FUTURE INITIATIVES

At IHC Scott, we have amazing people who dedicate their skills and passions to make us the successful company we are. As part of our initiative to communicate more prolifically and celebrate our company culture, we have created an article series entitled "We Value People" and are beginning to write stories about some of our teammates and highlight why they love this industry. These stories are promoted within our company and build upon our culture of inclusiveness and highlight their impact to our company, the construction industry and how they have had an opportunity to grow. The first of these stories is about our Office Manager in Rifle, Colorado and highlighted how she has been able to succeed and grow in the construction industry after having transferred from the healthcare industry. Her story detailed how she was originally interested in construction but was scared away by the lack of women in the industry. She has taken on responsibilities above and beyond her office manager duties including some project management. Her move to and success in the industry is a testament to IHC Scott's dedication to diversity in the work place.

In addition, IHC Scott has developed a new Equity and Diversity Committee. This committee will be responsible for reviewing our current procedures and policies and identify areas for opportunity. The committee will develop initiatives to improve our culture and will report these to company management. Areas of focus will include:

- Mentoring/Development
- Recruitment
- Training
- Promotion of Equity, Diversity and Inclusivity

SECTION 3.



UNDERSTANDING THE PROJECT



SCOPE OF WORK

IHC Scott has performed work under multiple Airfield On-Call projects, as well as two Landside On-Call projects. We anticipate that the task orders executed under this upcoming project may include work items similar to the previous On-Call projects, as well as conventional projects we have performed in the past. Although some tasks are similar in nature, many could be new and specialized. Possible items of work may include;

- Selective panel demolition and replacements
- Earthwork excavation & embankment, top soiling, grading and seeding
- Repair of cement treated base and soil cement sub-bases
- Joint and crack repair and resealing
- Utility repairs/relocations
- Modification of fuel lines and relocation of fuel pits
- Modification of storm drainage systems to include reconstruction of under drains, trench drains and inlet rehabilitation
- Glycol pond construction/rehabilitation.
- Airfield lighting modifications and photometric testing
- Traffic control and haul-route monitoring
- Support operations for the Airport Operations & Maintenance forces
- Signing and striping operations- including limited hours and night work
- Asphalt milling and paving
- Erosion Control
- Fencing



COMPLEXITY, CHALLENGES AND PROBLEMS

As the nature and scope of any task order can be dramatically different, each presents a unique challenge to properly plan and perform the work. The IHC Scott team has the experience to work with DEN in breaking down each task order into the necessary key components. A complete and clear understanding of the scope, schedule, quality components, operational and stakeholder impacts, costs, and risks allows the DEN and IHC team to develop and carry out the most effective construction plan.

From the experience gained on our current On-Call contracts, the IHC construction team understands that the items of work to be performed will have an elevated level of complexity than if they were being performed on a conventional project. Some of the issues that we expect to encounter on this On-Call project are:

Emergency Nature of tasks: Some of the task-orders that we have been assigned on previous task-orders have been considered “Emergency” in nature due to safety concerns or interruptions to airfield operations. We have performed emergency PCCP panel repairs on both the Airfield and landside, remediated erosion control issues, supported airfield maintenance when needed, and assisted with utility repairs (including repairing a leaking natural gas line) around the concourses. We work closely with DEN Management and Airport Operations to find the safest and most productive solution to these emergency conditions. By working in partnership with the Airport, we analyze each situation to find the optimum schedule, materials, and labor resources, while managing the overall cost of the task-order. IHC is uniquely situated to respond to any emergency task orders with dedicated equipment and personnel on-site.

Airport Operational Constraints. IHC understands that operating an airport is an orchestra of managing aircraft, gates, taxiways, runways, and all of the support functions necessary to ensure seamless movement of passengers and goods. What may be considered a minor interruption to any single component of the airfield



COMPLEXITY, CHALLENGES AND PROBLEMS (CONTINUED)

can ripple through entire segments of the overall operations. The task-orders which we have performed on our current On-Call contracts, as well as those that may be required under this project, may directly or indirectly affect the movement of aircraft or the operation of the Airport. While these interruptions are sometimes difficult to avoid, their impacts can be minimized through effective and well thought out planning and communication. We believe that in-depth discussions between all stakeholders to formalize each member's needs and desired outcome while planning the work is crucial to ensuring that problems can be avoided. Knowledge of constraints and areas of flexibility are critical to formulating the best plan, and a realistic schedule for performing the work.

Specialization of work Items. Some items of work required for the anticipated task orders may necessitate specialized equipment or personnel. If a specialty contractor is required for a specific task, IHC has built long-term relationships with numerous local contractors that we can rely upon to accomplish many tasks that may arise at DIA. IHC believes that our highly experienced resources, coupled with the support of our local corporate office and local contractors, will result in rapid response to customer issues and new task orders.

Communication. IHC will have an on-site presence that allows us to continually communicate and coordinate with DEN, Airfield Operations, the Airlines, Tenants, and other stakeholders to keep them informed of the project plan, progress, changes to vehicle service road utilization, tenant access/deliveries to the facilities, and potential construction related impacts to ground/gate operations in and around the Airfield. These efforts are designed to ensure that the construction has little disruption to ground and airport operations.

Construction Access. Access to the project for construction and hauling operations on an active airfield pose many significant issues such as aircraft safety, foreign object debris, dust control and security. IHC has successfully worked with DEN, Airport Operations, the Airlines, Airport Security and other stakeholders for many years to optimize construction access and hauling operations while minimizing any impact on airfield, ground and tenant operations. Operational safety is the primary consideration used in planning access to any area of the Airport.

APPROACH AND PHILOSOPHY

Unforeseen conditions, equipment breakdowns, weather, and other factors can all contribute to create issues on a project. IHC believes that problems are best resolved by tackling them "head-on" and as a team. Open and honest communication as soon as an issue is identified will result in the most effective resolution.

We operate under the premise that all project stakeholders have a duty to each other ensuring that a spirit of cooperation, continuous improvement, and partnering creates the highest performing teams and the most effective projects. All team members can add valuable insight into the solution if they are truly committed to the success of the project and the team. We believe issues should be resolved as quickly as possible and at the appropriate level of responsibility. A systematic process should be formulated for proper escalation of any issue that cannot be agreed upon as to the appropriate resolution.

While mistakes can be made by any person on the project, highly effective teams do not place blame or operate solely on one side of the ledger. They simply roll up their sleeves to accurately identify the issue and then work cooperatively towards a mutually agreeable and beneficial resolution for all parties involved.



SENSITIVITY AND EXPERIENCE WITH KEY ISSUES

IHC Scott is sensitive to and has the experience and capabilities to identify and deal with key issues as they arise for each task order.

DEN experience. IHC Scott has completed work on DEN runways, taxiways, aprons, gates, parking lots, parking garages, roadways, bridges, baggage tunnels, glycol ponds and terminal basements. This vast experience provides IHC Scott with a unique background to make a positive contribution and respond rapidly to a wide variety of potential task orders.

Understanding of operating airport environment. IHC understands that an operating airport is a complex and challenging environment. Our approach to planning and performing work at DEN requires sensitivity to the needs of all airport stakeholders. This is enhanced by the IHC Scott Team's experience dealing with key issues associated with previous projects to develop seamless and coordinated execution plans for each activity. We have an in-depth understanding of Airport Operations, construction and gate access, vehicle service road utilization, tenant access and deliveries, trucking and flagging operations on an active airfield, and overall

airport security. We also have established relationships with DEN, Airport Operations, the Airlines, tenants and other key stakeholders that will allow us to coordinate the execution of task orders to optimize construction and minimize the impacts on airport operations. Our knowledge and relationships will be extremely beneficial to the efficient and effective execution of task orders issued under this project.

Security and Safety will be of highest concern. We will work closely with DEN Security to implement our site security procedures. We understand the rigorous nature of a high security, operational airport and realize the security protocols cannot be compromised. For many years we have coordinated badging, gate access, temporary security amendments, and provided gate security forces for ourselves and subcontractors. IHC Scott has molded our company safety program together with the DEN Safety and ROCIP programs to provide an outstanding level of safety performance. This previous experience assures DEN and its tenants that the security and safety of the Airport will not be compromised during the construction of this project.

ADDITIONAL ISSUES

At this time IHC Scott has not identified any additional issues at this time that need to be addressed regarding this project. As always, when issues do arise, IHC Scott will immediately notify DEN staff upon discovery of an issue. We will work with DEN to mitigate any issues and provide the most cost effective and efficient resolution. IHC Scott has been and will always be a partner to DEN and is committed to the success of the airport and its stakeholders.



SECTION 4.



KEY PERSONNEL AND ABILITY TO RESPOND



ON-CALL AIRFIELD CONSTRUCTION SERVICES RFP NO. 202262810

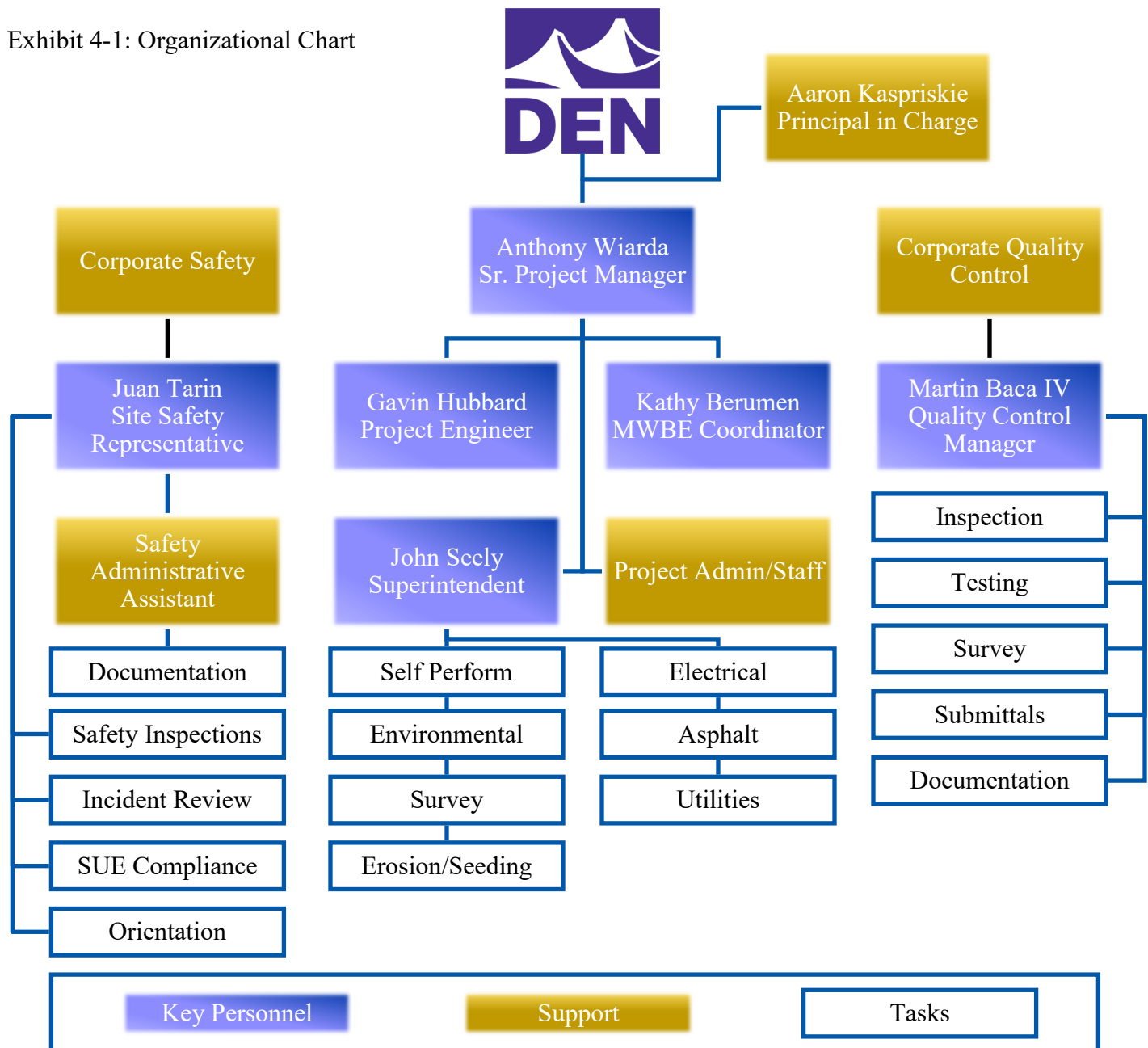


ORGANIZATIONAL CHART

Our greatest asset is the combined knowledge, skill and experience of our workforce. IHC Scott brings our in-depth knowledge and years of experience gained from constructing runways and taxiways on high security airfield environments at DEN and many other commercial airports and DOD airfields across the nation.

Our Project Managers establish high-performing teams that have delivered award-winning projects, while meeting exacting FAA and DOD standards. IHC Scott's unique ability to control the work through in-depth pre-planning, program analysis and ability to precisely communicate the current progress to Owners is the key to the successful project completion. Our proposed organizational structure is shown .

Exhibit 4-1: Organizational Chart



**KEY PERSONNEL**

Project Manager: Construction will be managed by Anthony Wiarda. Anthony will be onsite to coordinate construction forces to ensure the work is completed safely, correctly, within schedule and cost. His experience on multiple DEN projects and task-orders assures that he has the experience required to manage this project.

MWBE Coordinator: Kathy Berumen will lead our MWBE Coordination. She will work directly with Anthony to understand the needs of each Task Order and will work to outreach to MWBE subcontractors to increase participation in the work.

Quality Control: Martin Baca IV will develop the project-specific Construction Quality Management Plan (CQMP) and lead his QC team in the quality control effort. He will ensure the document control process is followed throughout the project.

Safety: Juan Tarin will develop the Site Specific Safety Plan (SSSP) and will be the on-site safety representative throughout the project. He will ensure all IHC Scott and ROCIP policies are adhered to.

Superintendent: John Seely will manage the IHC Scott forces necessary to perform the work for each task order. He will be onsite during task order construction and available to the project team both as a manager and work planner. John has experience with a variety of construction methods, best management practices and project safety requirements.

Project Engineer: Gavin Hubbard will manage the administrative systems of the project, and work with the Contract Administrator to ensure timely delivery. Gavin has experience in working at DEN and with the Unifier and Textura software.

Key Personnel: Our key personnel will play an important role in creating a high-performing team that will be maintained throughout construction and closeout. One of this team's advantages is that the identified key staff members have worked together on numerous DEN projects in the past. These professionals know each other, understand their roles and DEN's expectations, and will apply best practices from previous projects. Their experience will bring efficiency, consistency and stability to this project. The bottom line is that there will be no "learning curve". The IHC team has performed this same type of project many times over the years and has a unique ability to evaluate all facets of the project and quickly develop the most efficient and effective approach that accounts for the needs of Airport Operations, the Airlines, tenants and other key stakeholders. Our key personnel are immediately available and committed full time to executing task orders associated with this project.

IHC Scott has established many long-term relationships with local subcontractors. Depending on the scope of work presented in each task order, the subcontractors listed in Exhibit 4-2 may be used to perform specific items of work. We have proposed a team that is highly qualified and has many years of experience performing similar airfield work as potentially required in the On-Call Airfield Construction project task orders. We have worked with these companies on projects at DEN on many occasions in the past and they have a proven track record of meeting or exceeding the demanding standards required for aviation paving, airfield lighting and electrical, material testing, miscellaneous concrete and structures, traffic control, concrete embeds and utilities.



ON-CALL AIRFIELD CONSTRUCTION SERVICES RFP NO. 202262810












ABILITY TO RESPOND

IHC Scott has resources dedicated to DEN under our current projects, and will continue to bid work at DEN to be able to provide dedicated resources at DEN for the duration of the contract. A high-capacity central mix batch plant, and concrete paving equipment, will be on-site at the north staging area as well as a ready mix plant at the south staging area. We have crews capable of utility work, excavation and grading, stabilized subbases, and concrete removal and paving that will be badged and available to respond on short notice. Our on-site offices and ITA testing facilities will mean that no extra time or costs will be necessary for real-time collaboration with DEN.

IHC Scott can rapidly mobilize highly-skilled, local professionals along with material and equipment resources to complete almost any heavy civil construction task that may arise. Working in conjunction with DEN, IHC Scott will develop an approach to respond to the issue with minimal disruption to airport operations or the traveling public.

We are a Colorado based team with corporate offices, equipment shop and storage area all within a few miles of DEN. We bring the many years of experience of our Corporate and Division Managers, along with extensive heavy civil construction capabilities and local subcontractor relationships to rapidly and effectively respond to potential task orders that will be executed under this project. Potential subcontractors are shown in Exhibit 4-2 below.

Exhibit 4-2:

| Team Member | Role | Experience |
|---|----------------------------------|--|
|  | Airfield lighting and electrical | Sturgeon Electric is a local contractor specializing in installation of airfield lighting and navigational aids. |
|  | Asphalt Paving | Local MWBE asphalt paver with substantial experience in the Denver area and at DEN. |
|  | Material Testing | Kumar has extensive knowledge of local materials. |
|  | Concrete and Structures | MCC is a D/MBE subcontractor who performs miscellaneous concrete and structures work. |
|  | Traffic Control | American Sign Company is a MWBE subcontractor who performs traffic control, signing and flagging. |
|  | Construction Supplies | Hot Shot is a local D/MWBE supplier of construction supplies. |
|  | Survey | Paragon is a local surveyor who specializes in airport surveying. |
|  | Pavement Markings | Kolbe is a local MWBE contractor who specializes in airfield striping and pavement markings. |
|  | On-Site and Aggregate Trucking | Ram-CO Trucking is a MWBE subcontractor who has provided trucking services on multiple DEN projects. |

SECTION 5.



DEMONSTRATED EXPERIENCE/PAST PERFORMANCE


2018 ON CALL AIRFIELD CONSTRUCTION SERVICES

PROJECT DESCRIPTION AND SCOPE

The airfield On-call contract program was developed by Denver International Airport to provide a means for projects (Which would be tasks under the contract) to be constructed without having to go through a full contract bidding process. Allowing the work to be expedited, for emergencies and general maintenance. The initial contract is developed with the contractor, which DEN has 3 contractors within the airfield on-call program, all contracts overlap each other and last 3 years. Under the 2018 Airfield On-Call contract IHC Scott constructed DENs first fuel flushing station to coincide with the work on the Expansion and Gardi programs.

The project consisted of building two flushing facilities, one on the west side of the concourses and the other on the east side. Each location consisted of procuring all equipment needed to perform a flushing operation and allowing the equipment to be relocated to storage facility and brought back when needed as the piping is not permanently in place. Along with providing all the equipment IHC Scott constructed all the civil work associated with each location, concrete pad for equipment and piping, drainage for over-flow to retention ponds, placement of rubber lining under the base course for spill containment and access drives. #

RELEVANT EXPERIENCE WITH OTHER INTERFACING PROJECTS

Thanks to the On-call programs design, DEN was able to expedite the contract process to allow completion and procurement of materials to allow the GARDI and Expansion programs to perform flushing operations without affecting their projects schedules.

EXPERIENCE DEALING WITH KEY ISSUES

As the project was expedited to meet the schedules of the other programs at DEN, IHC Scotts PMT and DENs PMT groups worked in tandem with in-complete drawings working as a team to assist each other in over-coming design and existing conditions issues. The project civil design was modified multiple times during construction due existing conditions from the glycol ponds near one of the flushing stations. Even with multiple changes to the project IHC Scott completed the project on time.

PROJECT NAME: 2018 On-Call Airfield Construction Services

PROJECT OWNER: City and County of Denver, Department of Aviation

POINT OF CONTACT:

Russ Carr

303.210.2175

russell.d.carr@united.com

PROPOSED SCHEDULE: July 2022

ACTUAL SCHEDULE: March 2020

PROPOSED COST: \$6 M

ACTUAL COST: \$3 M


2021 ANNUAL AIRFIELD PAVEMENT REHABILITATION

PROJECT DESCRIPTION AND SCOPE

This project consisted of 8 total phases to perform rehabilitative maintenance within the airfield fence of Denver International Airport. Phase 1 included 20,800 LF of asphalt crack seal and application of 19,000 SY of emulsified asphalt seal coat on the private aircraft apron. Phase 2 and 4 included the removal/replacement of 1100 SY of 10" concrete in a fire station driveway and at an airfield entrance gate. 775 SY of the replacements were placed back using a 6-hour rapid set mix. Phase 4 was located on one of the airfield's de-ice pads and consisted of adjusting a drainage inlet and replacing the concrete panel the inlet was in. Phases 5,6, and 7 consisted of 10,700 SY of 17" airfield pavement removal/replacement, associated in pavement electrical work, and application of pavement markings. Phases 5 and 6 were located within the concourse apron area with phase 7 being located on a TW in the Eastern airfield. Phase 8 was added to the contract via change order and included friction remediation on RW 17L/35R. This work was added late in the contract.

RELEVANT EXPERIENCE WITH OTHER INTERFACING PROJECTS

Phase 6, located on TW CN, had to be coordinated with projects on TW K involving the concourse C expansion program. To help accommodate schedule on the expansion project, this phase was pulled up in schedule from an original start date of late July to start in early June. Phase 7 located on TW P was pushed back in the schedule due to a project on RW 16L/34R at the request of DEN Operations to help maintain airline traffic patterns. IHC Scott worked with the DEN Project management team to combine sub-phases to minimize the duration of the closure.

EXPERIENCE DEALING WITH KEY ISSUES

The schedule on this project was extremely dynamic due to a variety of reasons, chief of which was other concurrent project schedules within the airfield. IHC Scott was able to work with the DEN PMT and DEN Operations to identify key dates of these other projects and re-arrange the schedule to best fit the needs of the airport by moving phases and condensing sub-phasing. Even with most of the phases affected by the re-scheduling, the original project scope was still able to be completed on time and within budget.

PROJECT NAME: 2021 Annual Airfield Pavement Rehabilitation

PROJECT OWNER: City and County of Denver, Department of Aviation

POINT OF CONTACT:

Terry Siefert

8500 Pena Blvd, Denver, CO 80249

303.475.2484

PROPOSED SCHEDULE: 10/11/21

ACTUAL SCHEDULE: 11/12/21

PROPOSED COST: \$3.58 M

ACTUAL COST: \$3.69 M


2019 ON-CALL LANDSIDE ROADWAYS AND PARKING LOTS

PROJECT DESCRIPTION AND SCOPE

This project is a 3 year “on-call” with task orders awarded via competitive proposal or emergency directive. To date, IHC Scott has been awarded 3 task orders: 2 through competitive proposal and 1 by emergency directive. Task order 1 was awarded via competitive proposal for rehabilitative maintenance in the DEN airside employee lot. Major work scopes included the removal of 42,000 SF of pavement markings and the application of 2,550 TN of micro-surfacing seal coat. Task order 2 was awarded via emergency directive for safety and erosion maintenance at the Southwest intersection of inbound Pena Blvd and Gun Club Rd. Major work scopes included placing flowable fill in a washed-out cavity under the concrete shoulder, bulldozing to reclaim washed material from the toe of the slope to washouts on the slope, and installation of erosion logs to control the water draining down the slope. Task order 3 was awarded via competitive proposal for safety improvements to the North bound E470 bridge crossing over Inbound and outbound Pena Blvd. Major work scopes included installation of 525 LF of chain link fence mounted to the outside of the bridge rail and the associated traffic control to close lanes to allowing install.

RELEVANT EXPERIENCE WITH OTHER INTERFACING PROJECTS

No direct interfacing with other projects was required for these task orders. For task orders 2 IHC Scott worked with DEN Operations and the DEN Project Management (PMT) Team to minimize the impacts the work had on the traveling public. For task order 3 IHC Scott worked with DEN Operations, the DEN PMT, and E470 to phase work at night to minimize impact on the traveling public.

EXPERIENCE DEALING WITH KEY ISSUES

All major work scopes on task orders 1 and 3 were outside of the work IHC Scott self performs. IHC Scott was able to utilize relationships with key subcontractors to ensure cost were kept within budget without sacrificing safety and quality. Task order 2 was a safety issue for the traveling public. IHC Scott was able to mobilize quickly to site and minimize the impact to the traveling public to a 4 hour closure of a single drive lane.

PROJECT NAME: 2019 On-Call Landside Roadways and Parking Lots

PROJECT OWNER: City and County of Denver, Department of Aviation

POINT OF CONTACT:

Brian St. Martin

8500 Pena Blvd, Denver, CO 80249

970.397.4086

PROPOSED SCHEDULE: 8/13/22

ACTUAL SCHEDULE: 8/13/22

PROPOSED COST: \$4 M Ceiling

ACTUAL COST: \$ 0.97 M to Date

SECTION 6.



EQUIPMENT AND AVAILABILITY



EQUIPMENT AND AVAILABILITY

IHC Scott is committed to providing the equipment and resources necessary to successfully complete any task-order with the highest quality, safest work environment, and with the lowest cost and impact to the Airport operations.

IHC Scott currently has work under contract with DEN that will allow us to have a full capacity pavement removal and paving operation onsite until the winter of 2022. This operation will include a dedicated central-mix concrete batch plant, paving equipment, demolition equipment, track-hoe excavators, and support equipment. With this dedicated equipment and personnel on-site, IHC is prepared to meet the requirements of any related task-orders.

IHC Scott has over 70 salaried and hourly employees, a high production portable concrete batch plants, one ready-mix plant, and four pavers available, or already on site, at DEN. In addition, we have over 900 salaried and hourly employees across the Front Range with the ability and expertise to take on any work items on any given Task Order.

A summary of our current equipment that is allocated to DEN projects, and may be used on the anticipated task-order on the contract is presented in Exhibit 6-1.

Our concrete plants are equipped with the most recent RC3 computer systems to make certain that every batch is within the required weight tolerances for each material to achieve consistency of every load. The RC3 lets us manage all aspects of the batching process, including batch formula, size, mixtures, and slump.

For high-production paving, we have concrete pavers that are capable of paving the multiple lane widths of PCCP needed to construct the pavements at DEN. Our concrete pavers are equipped with vibrator monitoring systems allowing each vibrator to be monitored digitally in real-time on a display readout board during paving operations. We also employ stringless paving technology which streamlines the paving process and removes a safety trip hazard for the crew.

IHC will utilize GPS / Total-station controlled grading equipment for earthwork and stabilized base placements. The use of this equipment will provide assurance that we meet the contract requirements for true-grade, smoothness and thickness.

Although we do not currently have photometric testing equipment on-site, we have performed these services on previous projects through our electrical subcontractors. Mobilization can be coordinated as necessary to coincide with a requested task order.

In addition to the necessary equipment, IHC Scott will have on-site administrative offices and personnel. A management and supervisory staff of over 20 people are assigned to DEN projects along with multiple crews of craftworkers numbering over 50 people.

In addition to the equipment currently on-site and available from IHC Scott, we have strong relationships and existing contracts for local subcontractors with the specialty equipment for electrical, asphalt paving, pavement marking and removals, fencing, traffic control and seeding.


EQUIPMENT AND AVAILABILITY

Exhibit 6-1

| Equipment Available | Pieces at DEN | Pieces in Front Range |
|---------------------------------|---------------|-----------------------|
| Pavement Demolition | | |
| Concrete Saws—Rideable | 3 | 15 |
| Concrete Saws—Walk Behind | 5 | 12 |
| Excavators | 1 | 5 |
| Earthwork | | |
| Motor Graders | 0 | 16 |
| Excavators | 1 | 17 |
| Front-end Loaders | 2 | 68 |
| Loader-Backhoes | 0 | 13 |
| Dozers | 0 | 10 |
| Rollers | 2 | 28 |
| Scrapers | 0 | 17 |
| Water Trucks | 2 | 31 |
| Concrete Paving | | |
| High Production Wet Batch Plant | 1 | 12 |
| Guntert-Zimmerman 850 Paver | 2 | 5 |
| CMI 350 Paver | 1 | 1 |
| Gomaco 6300 / GZ 1500 Paver | 0 | 4 |
| Allen Paver | 2 | 10 |
| RTP Concrete Spreader/Placer | 2 | 9 |
| Tandem Truck/Super Dumps | 1 | 27 |
| End/Side Dump Trucks/Trailers | 1 | 24 |
| Structural Concrete | | |
| Johnson Ross Ready Mix Plant | 1 | 0 |
| Ready Mix Truck | 4 | 0 |
| Support Equipment | | |
| Skid-Steer Loaders | 2 | 13 |
| Pickup Broom | 3 | 4 |
| Lowboy Trailer | 1 | 5 |
| | | |

APPENDICES



RESUMES

**ON-CALL AIRFIELD CONSTRUCTION SERVICES
RFP NO. 202262810****ANTHONY WIARDA****SENIOR PROJECT MANAGER****EDUCATION:**

B.S. Construction Management, South Dakota State University

REGISTRATIONS/CERTIFICATION/

TRAINING: OSHA 30

YEARS OF EXPERIENCE: 12

YEARS WITH IHC SCOTT: 8

REFERENCES:

Russ Carr, United Airlines

303.210.2175, Russell.d.carr@united.com

Adam Rowley, FCI Constructors

970.773.4959, arowley@fcio.com

CONCOURSE C-EAST EXPANSION, DENVER, CO, HOLDER-FCI JV, CITY AND COUNTY OF DENVER, 2019 - 2022

Anthony was the Senior Project Manager on this project in which, IHC SCOTT Scott performed all the grading, CTB, CTS, drainage, underground utilities and paving for these gates. He led our team to complete 3 separate contracts with Holder FCI JV. Anthony's professionalism, attention to detail and can do attitude enabled us to properly schedule all activities, complete them on time and provide a quality pavement for each of these 16 gates that will serve the airport for years to come.

2021 LANDSIDE PANEL REHABILITATION, DENVER, CO, CITY AND COUNTY OF DENVER, 2021

Anthony was the Senior Project Manager on this project that removed and replaced concrete panels throughout the airfield at Denver international airport. The project included milling, PCCP removal and replacement, PCCP grinding, resealing and HMA milling and filling.

2021 DENVER WATER VAULT REHABILITATION, DENVER, CO, DENVER WATER, 2021

Anthony was the Senior Project Manager on this project that rehabilitated 6 existing water vaults at Denver International Airport. This included removing existing concrete panels, rehabilitating the water vaults, replacing the subgrade, CTS, CTB and PCCP as well as reworking the cathodic protection.

ARFF MANEUVERING FACILITY, DENVER, CO, FCI, CITY AND COUNTY OF DENVER, 2022

Anthony was the Senior Project Manager on this project in which IHC SCOTT Scott was a subcontractor to FCI on the construction of the maneuvering facility for DEN. The original contract included PCCP Pavement. IHC SCOTT Scott presented a plan to utilize Roller Compacted Concrete instead. This change reduce cost and accelerated the schedule. This approach allowed for additional room in the budget to increase the scope on the overall project.

TAXIWAY F&G REHABILITATION, DENVER, CO, CITY AND COUNTY OF DENVER, 2019

Anthony was the Senior Project Manager on this project. The work was done in 12 phases and included removal and replacement of PCCP, re-shouldering of taxiways to be within FAA compliance, erosion upgrades and lighting upgrades. IHC SCOTT Scott managed the critical path to meet all project milestones.


KATHY BERUMEN
MWBE COORDINATOR

EDUCATION:

Universidad Autonoma de Durango, Durango Mexico

REGISTRATIONS/CERTIFICATION/
TRAINING: Microsoft Office • Excel • Business Writing/Editing • Business Finance • AP Style Guidelines.

YEARS OF EXPERIENCE: 15

REFERENCES:

 Hannah Seely, Hensel Phelps
 719.351.7015, hseely@henselphelps.com

 Mitchell Jones, CEI
 720.660.5648, djones@ceiconstructors.com

BACKGROUND

Kathy Berumen is a bi-lingual professional providing a strong emphasis on creating, applying, and managing Public Information, Small Business Utilization, and Workforce Development plans for large infrastructure projects. Her most recent experiences have been complex, urban design-build projects with combined values of more than \$3.5B. She facilitates multi-faceted plans by building robust awareness and engagement campaigns to keep project stakeholders and small businesses, informed and participatory. Her extensive experience in cross functioning with internal and external stakeholders provides leadership and vision across all spectrums of professional services. As a Denver native, she is intimately familiar with the Metro Denver area, its neighborhoods, residents, and community leaders.

SUMMARY OF QUALIFICATIONS

- Facilitates educating, mentoring, assisting, and seeking opportunities for the benefit of minority and women owned businesses
- Creates unique outreach opportunities through web applications and hands-on outreach events
- Vast knowledge of ADA, DBE, Davis-Bacon, EEO, and Title VI contract compliance regulations
- Records and reports program successes and readjusts as needed to fulfill the requirements of the program
- Trans-creates collateral materials to achieve cultural relevance to Spanish speakers
- Builds strong strategic relationships within the communities she serves
- Creates, establishes, manages, and directs community outreach campaigns and strategies
- Manages and administers website applications
- Manages data collection methodology and reporting
- Builds and manages strategic social media presence, promotions and outreach initiatives and measures quantifiable results
- Creates and delivers presentations to community groups, elected officials, and stakeholders

PROFESSIONAL EXPERIENCE

- RTD West Rail/North Metro Rail Lines – Denver Transit Construction Group/Regional Rail Partners
- C470 Express Lanes Project – Flatiron | AECOM
- I-25 North Express Lanes Project – Kraemer, N.A. | IHC
- National Western Stock Show Horizontal Integrated Contract – Hensel Phelps
- Colorado Convention Center Expansion – Hensel Phelps
- National Western Center Authority Services -National Western Center Authority



ON-CALL AIRFIELD CONSTRUCTION SERVICES RFP NO. 202262810



MARTIN BACA IV

QUALITY CONTROL MANAGER



EDUCATION:

B.S. Civil Engineering, State University of New York Polytechnic Institute

REGISTRATIONS/CERTIFICATION/

TRAINING: USACE CQC Management • OSHA 30 • USACE PCC/HMA Paving Certified • ASHE CHC and IC Certified

YEARS OF EXPERIENCE: 23

YEARS WITH IHC SCOTT: 1

REFERENCES:

Jonathan Sammons, CORE Construction
941.920.5152

JonathanSammons@coreconstruction.com

Joseph Konezny, Burns & McDonnell
602.820.5149

DENVER AREA QUALITY CONTROL MANAGER, IHC SCOTT, DENVER INTERNATIONAL AIRPORT, DENVER, CO, 2020—CURRENT

Martin is currently serving as the Area Quality Control Manager for IHC Scott in our Denver Area. He is responsible for managing the quality control team, testing, inspection, tracking and reporting to ensure quality compliance of all work items for all projects in the Denver Area.

OPERATING GROUP SENIOR QUALITY MANAGER, MORTENSEN CONSTRUCTION, DENVER, CO, 2018—2020

Martin was responsible for strategically managing Quality within the Denver operating group and ensuring the system is fully implemented and operating in accordance with group and company requirements. Projects include: stadiums, hospitals, developments, hotels, convention centers, office buildings and infrastructure.

REGIONAL QA/QC MANAGER, ADOLFSON & PETERSON CONSTRUCTION, MINNEAPOLIS, MN, 2010—2018

Developed and implemented a regional quality program, based on ACOE/NAVFAC/NASA requirements on all projects within the Mountain States Region from Williston, ND North to Colorado Springs, CO South. Projects included hospitals, schools, multi-family, refineries, recreation centers, retirement communities, high rise buildings, hotels, ranging from \$30 million - \$104 million.

WALTON-CORE, SENIOR QUALITY CONTROL MANAGER/SSHO, FORT BENNING, GA, 2008—2010

This project was a Vehicle Recovery Course and Facilities, LEED Certified 9.5 miles of concrete pavement and recovery mire pits for M-88 track vehicles. It included 2-bridges and 2-culverts, General Instruction Headquarter Building (19,215sf), Vehicle Maintenance Hangar, (13,300sf) concrete hardstand. Martin implemented all QC/Safety procedures, plans for the 660 acre site. Submittal processing, LEED documentation, Quality/Safety inspections, Constructability reviews, subcontractor coordination/scheduling, commissioning/TAB, lead manager on strict GA erosion control measures, RFI's, As-Builts, Pay Requests, Field Testing, and Warranty/O&M.



ON-CALL AIRFIELD CONSTRUCTION SERVICES RFP NO. 202262810



JOHN SEELY
SUPERINTENDENT



EDUCATION: Automotive Engineering and Design,
Denver Technical College, Denver, CO

REGISTRATIONS/CERTIFICATION/

TRAINING: CDOT- TECS • First Aid • CPR •
OSHA 30

YEARS OF EXPERIENCE: 29

YEARS WITH IHC SCOTT: 1

REFERENCES:

Ryan Stice: Flatiron
720.492.7362

Trevor Farnem: Flatiron
970.3425634

DENVER INTERNATIONAL AIRPORT, DENVER, CO, CITY AND COUNTY OF DENVER, 2021 - 2022

John is a General Superintendent for IHC Scott's operations at Denver International Airport. In this role John has overseen the scheduling and coordination of our crews and our subcontractors on all of our projects. He is also responsible for overseeing our paving, drainage and heavy civil operations. He ensures our crews have the most recent plans, specifications and ensures all safety requirements are followed.

I-65/I-70 NORTH SPLIT PROJECT, INDIANAPOLIS, IN, INDIANA DOT, INDIANAPOLIS, IN, 2021

The North Split Project is an upgrade of the existing interchange where I-65 and I-70 meet on the northeast side of downtown Indianapolis. The North Split is the second-most heavily traveled interchange in Indiana. Pavement and bridges in the interchange area require rehabilitation or replacement due to their poor structural condition. The North Split Project will also provide the opportunity to improve safety and operations for all users.

C-470 DESIGN BUILD, CDOT, DENVER, CO, 2018 - 2020

John was the Finishing Manager on this project. His duties included: Schedule and perform finishing activities of 12 linear miles of Heavy Highway Construction, managing and scheduling various subcontractors such as concrete barrier (type 7), Sign Foundation to Signage, Environmental, Fencing, Guardrail, Cable Rail, Painting and Coatings, Seeding and Topsoil, Point and patch of various types of walls and coordination of self-perform work with Sub-Contractors.

NORTH METRO PROJECT, CDOT, DENVER, CO, 2016 - 2018

John was the Equipment Manager on this project. His duties included: removal of existing track, scheduling and performing civil activities, MSE wall construction, drainage and utility construction, coordination of self-perform work with subcontractors, and equipment utilization and maintenance.



ON-CALL AIRFIELD CONSTRUCTION SERVICES RFP NO. 202262810



JUAN TARIN

SITE SAFETY REPRESENTATIVE



EDUCATION:

Construction Health and Safety Technician

REGISTRATIONS/CERTIFICATION/

TRAINING: CSHT • OSHA 30 • OSHA 500 • CPR/
AED/First Aid • OSHA 510 • Bloodborne Pathogens •
Confined Space • Heat Illness Prevention • Reasonable
Suspicion • Soil Classification Training

YEARS OF EXPERIENCE: 27

YEARS WITH IHC SCOTT SCOTT: 27

REFERENCES:

Marcus Mason:

Duit Constrution

214.770.9701

mmason@duitconstruction.com

Greg Dinwiddie:

Kolbe

303.944.5774

gdinwiddie@kolbestriping.com

VARIOUS PROJECTS, DENVER INTERNATIONAL AIRPORT, CITY AND COUNTY OF DENVER, DENVER, CO, 2019 - 2022

Juan was the Site Safety Representative on Pena Boulevard Phase 1 Jackson Gap to Terminal, Parking Revenue Control Systems Upgrades, 2021 Annual Landside Pavement Rehabilitation and is currently overseeing 2022 Annual Landside Pavement Rehabilitation. Juan is responsible for conducting safety orientations, safety meetings, reviewing and updating JHAs, overseeing safety in the field during all construction activities, accident / incident investigation, documenting and reporting, managing employee injuries, medical care and claims when necessary. He also coordinates with supervision, both IHC Scott and subcontractors to make sure we follow and adhere to IHC Scott, OSHA and ROCIP IV safety rules and regulations, maintain safety supplies and inventory and provide PPE to employees as needed. He conducts safety audits and field inspections both internal and with DEN Safety Team Representatives, worked with IHC Scott Safety Team on employee training program development and implementation, worked with IHC Scott Safety Team developing Underground Utility Avoidance Program.

VARIOUS PROJECTS, SOUTHWEST DIVISION SAFETY MANAGER, ROYCE CITY, TX, 2015 - 2019

Juan was responsible for pre-employment interviews, conducting EEO and safety meetings, set up EEO bulletin board, project safety inspections weekly and audits monthly, accident / incident investigation and reports, reviewing Activity Hazard Analysis, reviewed subcontractor's safety program and safety meetings and maintained SDS folder up to date. Juan trained Project Safety Representatives and oversaw the divisions safety program and personnel on various projects in Oklahoma, Arkansas and Texas.

VARIOUS PROJECTS, SOUTHWEST DIVISION SAFETY MANAGER, ROYCE CITY, TX, 2008 - 2015

Juan was a Project Safety Representative assigned to various heavy civil, roadway and airport projects across the Southwest.



ON-CALL AIRFIELD CONSTRUCTION SERVICES RFP NO. 202262810



GAVIN HUBBARD

PROJECT ENGINEER



EDUCATION:

B.S. CONSTRUCTION MANAGEMENT, COLO-
RADO STATE UNIVERSITY

REGISTRATIONS/CERTIFICATION/

TRAINING: OSHA 10 HR • Asphalt LabCAT Level

A

YEARS OF EXPERIENCE: 2

YEARS WITH IHC SCOTT: 1

REFERENCES:

Jeff Wilkes: Colorado State University
970.281.5333
Jeff.Wilkes@colostate.edu

Connor Reger: GL Hoff Construction
970.672.6692
connor@hoffconstruction.com

2022 ANNUAL LANDSIDE PAVEMENT REHAB, DENVER, CO, CITY AND COUNTY OF DENVER, 2022 - ONGOING

This is an annual job that has a budget to rehabilitate existing areas around Denver International Airport. Because this is the “landside” project it is usually focused on panel replacements and repairing storm inlets on/near Pena Boulevard and within the parking lots. This project is using a class PRS concrete that is a rapid-strength concrete mix produced by a volumetric concrete truck that is generally used for emergency repairs. The truck mixes the concrete and instantly discharges the concrete into the chute, and this specific mix hardens in 15-20 minutes and reaches 2,500 PSI in 2-2.5 hours and is then suitable to be driven on.

CONCOURSE C-EAST EXPANSION, DENVER, CO, HOLDER-FCI JV, CITY AND COUNTY OF DENVER, 2019 - 2022

Gavin was the Project Engineer on this project in which, IHC Scott performed all the grading, CTB, CTS, drainage, underground utilities and paving for these gates. He led our team to complete 3 separate contracts with Holder FCI JV. Gavin came on board near the end of the project and was instrumental in assisting the crews and our staff in completing all the required administrative duties to complete the work on schedule.

ARFF MANEUVERING FACILITY, DENVER, CO, FCI, CITY AND COUNTY OF DENVER, 2022

At the Aircraft Rescue and Fire Fighting facility that services Denver International Airport we expanded the area of pavement that they currently have by replacing the existing aggregate base. IHC Scott proposed to place Roller-Compacted Concrete (RCC) instead of traditional concrete in order to get the owner an even larger area for the same dollar amount. Gavin was the Project Engineer working with Anthony Wiarda on this project.

VII. ATTACHMENT 1, PROPOSAL FORMS
Attachment 1, Part 1 Proposal Acknowledgement Letter**City and County of Denver**
Denver International AirportProposer: IHC Scott, Inc. Date: July 13, 2022

Chief Executive Officer
City and County of Denver
Business Management Services (Procurement) Office
Airport Office Building, Room 8810
Denver International Airport
8500 Peña Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated June 8, 2022, for RFP NO. 202262810, the undersigned hereby declares that he/she has carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

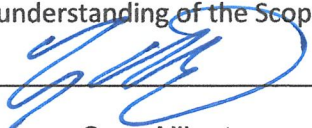
The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

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

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

Addenda Numbers: 1 & 2

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

Signature:  _____

Type or print name: Cory Allington

Proposer's Business Address: 10303 E. Dry Creek Road, Suite 300, Englewood, CO, 80112

E-mail address: estimating@ihcscott.com

Attachment 1, Part 2 Proposal Data Form**City and County of Denver
Denver International Airport
(Please use this form)**Proposer Name: IHC Scott, Inc.Proposer Address: 10303 E. Dry Creek Road, Suite 300, Englewood, CO, 80112Phone: 303.790.9100 Fax 303-279-0901Email: estimating@ihcscott.comFederal Identification Number: 38-1504686Principal in Charge (Name & Title): Jim Randall - PresidentProject Manager for this RFP (Name & Title): Anthony Wiarda - Senior Project ManagerEqual Employment Opportunity Officer: Jon Phillips - Human Resources Director

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

Beehive Insurance Agency**Parent Company Information
(If Applicable)**Name of Company: Clyde Companies, Inc.Address: 730 N. 1500 West, Orem, UT 84059Phone: 801-802-6800 Fax: Contact Person: Scott Okelberry

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: Michigan**Is this a joint venture?**

- ☐ YES
☒ NO

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

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

CERTIFICATION

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

Signature  Title Vice President PreconstructionPrint Name Cory AllingtonDate 07/13/2022

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

Signature  Title Vice President Preconstruction

Print Name Cory Allington

Date July 13, 2022

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

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 13th day of July, 2022

Proposer Company Name: IHC Scott, Inc.

Proposer Business Address: 10303 E. Dry Creek Road, Suite 300

City, State, Zip Code: Englewood, CO 80112

Telephone Number: 303.790.9100

Fax Number: 303-279-0901

Social Security or Employer ID No.: 38-1504686

ATTEST:

(Corporate Seal Here)



PROPOSER'S SIGNATURE:

Cory Allington

Printed Name

Secretary's Signature

Terri Priday

Printed Name

Attachment 1, Part 5 List of Proposed Non-MWBE SubcontractorsProposer Company Name: IHC Scott, Inc.RFP Name: On-Call Airfield Construction ServicesRFP No.: 202262810

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

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

If the Proposer is awarded the Contract and does not enter into a subcontract with a subcontractor listed below or on the List of Proposed 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 AIM in writing of the reasons why a different subcontractor is being used and has obtained approval.

| Subcontractor Information | Work Assignment | Subcontract Dollar Value |
|---|-----------------|--------------------------|
| Name: _____ Address: _____ Phone: _____ | | |
| Due to this project being an on-call project, the scope of work to be performed on individual task orders is unknown at this time and subcontractors over 1.5% cannot be identified. It would be our intent and commitment to utilize MWBE Subcontractors as listed on the DSBO form (and others) for all scopes they are qualified to perform and in a competitive range. The uses of Non-MWBE Subcontractors can be identified as needed as task orders are issued and awarded. | | |
| Name: _____ Address: _____ Phone: _____ | | |

List of Proposed Non-DBE Subcontractors

| | | |
|---|--|--|
| Name: _____ Address: _____ Phone: _____ | | |
| Name: _____ Address: _____ Phone: _____ | | |
| Name: _____ Address: _____ Phone: _____ | | |
| Name: _____ Address: _____ Phone: _____ | | |

This page can be duplicated if additional sheets are required

Attachment 1, Part 6 Certification of Non-Segregated Facilities

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

Dated: July 13, 2022Proposer Company Name: IHC Scott, Inc.By: Cory AllingtonTitle: Vice President Preconstruction

Attachment 1, Part 7 Equal Opportunity Report Statement

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

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

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

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

1. The Proposer has X has not ___ developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.
2. The Proposer has X has not ___ participated in any previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended.
3. The Proposer has X has not ___ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Proposer does X does not ___ employ fifty (50) or more employees.

Dated: July 13, 2022

Proposer Company: IHC Scott, Inc.

By: Cory Allington

Title: Vice President Preconstruction

Form

W-9(Rev. October 2018)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.**Give Form to the
requester. Do not
send to the IRS.**Print or type.
See Specific Instructions on page 3.**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.**IHC Scott, Inc.****2** Business name/disregarded entity name, if different from above**SCOTT CONTRACTING; INTERSTATE HIGHWAY CONSTRUCTION****3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.☐ Individual/sole proprietor or single-member LLC☒ C Corporation☐ S Corporation☐ Partnership☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.☐ Other (see instructions) ►**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.**7135 South Tucson Way****6** City, state, and ZIP code**Centennial, Colorado 80112****7** List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.**Social security number**

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|--|--|--|---|--|--|---|--|--|--|
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or**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 3 | 8 | - | 1 | 5 | 0 | 4 | 6 | 8 | 6 |
|---|---|---|---|---|---|---|---|---|---|

Part II Certification

Under penalties of perjury, I certify that:

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

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

Date ►

1/12/2022

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

IHC SCOTT, INC.

is an entity formed or registered under the law of Michigan, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 19871667988.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 03/04/2022 that have been posted, and by documents delivered to this office
electronically through 03/07/2022 @ 10:59:14.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 03/07/2022 @ 10:59:14 in accordance with applicable law.
This certificate is assigned Confirmation Number 13846100.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



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

This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the MWBE participation goal. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. (Please check the appropriate box):

COMPLETE IF YOU ARE A NON MWBE PRIME:

☒ The City and County of Denver has specified a 16 % MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting 16 % MWBE Participation on the contract.

COMPLETE IF YOU ARE A MWBE PRIME:

☐ The City and County of Denver has specified a _____ % MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting _____ % MWBE Participation on the contract.

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

☐ The City and County of Denver has specified a _____ % MWBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a _____ % MWBE Participation on the contract. The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their MWBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this MWBE Procurement/Contract Language.

Bidder/Proposer (Name of Firm): IHC Scott, Inc.

Firm's Representative: Cory Allington

Title: Vice President Preconstruction

Signature (Firm's Representative):

A handwritten signature in blue ink, appearing to read "Cory Allington", enclosed within a blue circular stamp or seal.

Date: July 13, 2022

Address: 10303 E. Dry Creek Road, Suite 300

City: Englewood

State: CO

Zip: 80112

Phone: 303.790.9100

Email: estimating@ihcscott.com



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
1B - LIST OF PROPOSED SUBCONTRACTORS,
SUBCONSULTANTS, AND/OR SUPPLIERS

City & County of Denver Contract No.: 202262810

To be completed by all proposers/submitters including certified self-performing firms.

Please list all known firms the undersigned proposes to utilize. **This form shall be utilized for RFQ/RFP/On-Call or any other procurements DSBO deems required with undetermined dollar amount associated with the proposed firms work.** Certified firm(s) must be listed and must be certified by the City and County of Denver in the small business program that corresponds with the established small business participation goal for the project. If additional pages are required, please copy and attach the second page. Form 1A must be updated and submitted to DSBO upon contract execution and when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

| Contractor/Consultant | | |
|--|------------------|--|
| Name of Firm: <u>IHC Scott, Inc.</u> | | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: <u>Cory Allington</u> | | |
| Signature: | | Date: <u>July 13, 2022</u> |
| Address: <u>10303 E. Dry Creek Road, Suite 300</u> | | |
| City: <u>Englewood</u> | State: <u>CO</u> | Zip: <u>80112</u> |
| Phone: <u>303.790.9100</u> | | Email: <u>estimating@ihcscott.com</u> |

| Subcontractors, Subconsultants, and/or Suppliers | |
|---|---|
| Name of Firm: <u>American Sign & Striping</u> | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: <u>Adam Bennett</u> | |
| Phone: <u>303-680-3909</u> | Email: <u>abennett@americansgn.com</u> |
| Type of Service: <u>Signage and striping</u> | |

| | |
|---|---|
| Name of Firm: <u>Hot Shot Supply</u> | <input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input checked="" type="checkbox"/> EBE (v) |
| Firm's Representative: <u>Mike Shannon</u> | |
| Phone: <u>720-319-1150</u> | Email: <u>mike@hotshotsupply.build</u> |
| Type of Service: <u>concrete embed supply</u> | |

| | |
|---|---|
| Name of Firm: <u>Kolbe Striping, Inc.</u> | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: <u>Jim Tisdall</u> | |
| Phone: <u>303-688-9516</u> | Email: <u>bids@kolbestriping.com</u> |
| Type of Service: <u>Striping</u> | |

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|--|------------------------------|---|
| Name of Firm: Maximum Civil Construction | | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: John Meza | | |
| Phone: 303-419-3627 | Email: jmeza@maxcivilinc.com | |
| Type of Service: Concrete | | |

| | | |
|-----------------------------------|-----------------------------|---|
| Name of Firm: Pynergy, LLC | | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: D. Jackson | | |
| Phone: 303-292-5005 | Email: djackson@pynergy.com | |
| Type of Service: Fuel supplier | | |

| | | |
|---|----------------------------------|---|
| Name of Firm: Ram-Co Trucking Services LLC | | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: Denise Tolmich-Ramirez | | |
| Phone: 303-906-8335 | Email: denise@ram-cotrucking.com | |
| Type of Service: Trucking | | |

| | | |
|--|------------------------------------|---|
| Name of Firm: Tom Calabrese Trucking, Inc. | | <input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: Carol Calabrese | | |
| Phone: 303-487-8668 | Email: carol@calabresetrucking.com | |
| Type of Service: Trucking | | |

| | | |
|---------------------------------------|------------------------------|--|
| Name of Firm: Environmental Logistics | | <input type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: Mike Mirowski | | |
| Phone: 303-275-0661 | Email: mike@envlogistics.com | |
| Type of Service: Erosion control | | |

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| Name of Firm: Powell Restoration, Inc. | | <input type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: Bryan Williams | | |
| Phone: 303-289-4647 | Email: bryan.williams@powellenviro.com | |
| Type of Service: Erosion control | | |

| | | |
|------------------------------------|------------------------------|--|
| Name of Firm: P&H Equipment | | <input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: Brian Knapp | | |
| Phone: 303-787-9675 | Email: brian@phequipment.net | |
| Type of Service: Asphalt | | |

| | | |
|---------------------------------------|-------------------------------------|--|
| Name of Firm: Allstate Sweeping, Inc. | | <input type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v) |
| Firm's Representative: Barbara Hollis | | |
| Phone: 303-293-8700 | Email: bhollis@allstatesweeping.net | |
| Type of Service: Sweeping | | |

Diversity and Inclusiveness* in City Solicitations Information Request Form

Submission date: 5 July 2022, 2:16PM
Receipt number: 372
Related form version: 5

Page 1/2

| | |
|--|---|
| Business Email Address | estimating@ihcscott.com |
| Enter Email Address of City and County of Denver contact person facilitating this solicitation | contract.procurement@flydenver.com |
| Please provide the City Agency that is facilitating this solicitation: | Denver International Airport |
| Project Name | On-Call Airfield Construction Services |
| Solicitation No. (If Applicable) | 202262810 |
| Name of Your Company | IHC Scott, Inc. |
| What Industry is Your Business? | Construction/Landscape/Maintenance Services |
| Street Address | 10303 E. Dry Creek Rd., Ste. 300 |
| City | Englewood |
| State | CO |
| ZIP Code | 80112 |
| Business Phone Number | 303-790-9100 |
| Business Facsimile Number | 303-279-0901 |

Page 2/2

| | |
|---|--|
| 1. How many employees does your company employ? | Over 100 |
| 1A. How many of your employees are full time? | 90 |
| 1B. How many of your employees are part time? | 200 |
| 2. Do you have a Diversity and Inclusiveness Program? | Yes |
| 2.1. Employment and retention? | Yes |
| 2.2. Procurement and supply chain activities? * | Yes |
| 2.3. Customer Service? | Yes |
| 3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) * | Please see the attached documents. Annually, IHC Scott, Inc. devotes approximately \$25,000.00 to support workplace diversity, diversity and inclusiveness training and improve customer service. |
| 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? | Other: Annually and on every project |
| 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) | Please see the attached documents. |

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? **Yes**

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 **Kym Johnson**

Today's Date **07/05/2022**

NOTE: Attach additional sheets or documentation as necessary for a complete response. **Diversity_Attachments_2021.pdf**



July 13, 2022

Denver International Airport
Airport Office Building
8500 Pena Boulevard
Denver, Colorado, 80249

Attn: Ms. Shelley Berry

Re: On-Call Airfield Construction Services RFP No. 202262810

Dear Ms. Berry:

IHC Scott has reviewed the Sample Agreement and has no questions, issues or proposed modifications.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cory Allington", is written over a faint, circular, dotted watermark.

Cory Allington
Vice President Preconstruction

Welcome to IHC Scott

It is great to have you on our Team!

SAFETY

- At IHC Scott **SAFETY STARTS WITH YOU.**
- Your safety and the safety of your co-workers is **the #1 priority at IHC Scott.**
- **HARD HATS and SEAT BELTS Save lives!** It could be your life that is saved, that is why you are required to wear them at all times.
- **Personal Protective Equipment** is provided for your safety (safety vests, hearing protection, dust masks, gloves, safety glasses, etc.) Please ask if you need safety protection equipment.
- Every IHC Scott employee must do his or her part to create and maintain a safe and productive working environment. **Unsafe behavior will not be tolerated from anyone.**
- **To ensure your welfare, notify your supervisor immediately** if you get hurt on the job!
- A safe work site is a clean work site. **Take pride in keeping your work area clean.**

QUALITY

- **A JOB WELL DONE IS A JOB TO BE PROUD OF.**
- Our TEAM is known throughout the industry for providing **Quality Workmanship.**
- Your fellow workers take pride in their work. Focus on doing the job right the first time. **Our goal is NO rework!**
- If you do not understand or know how to do something the correct way, **ASK!**
- **Continuously strive to become better as individuals and as a team! Working together we can achieve excellence in quality.**

EQUIPMENT

- To do your job well your assigned truck or equipment must be kept in good shape. **It is your responsibility to make sure it is greased, and the general maintenance is performed.**
- The appearance of our equipment is a reflection on us all. **Take pride in keeping your assigned piece of equipment clean and treat the equipment as if it was your own.**
- Performing daily walk around inspections allows you to ensure your truck or equipment is safe and maintained. **Report unsafe equipment** to your supervisor immediately.
- **Ask for proper training** if you do not know how to operate a piece of equipment.

You are now part of the **IHC Scott TEAM** and with that comes responsibilities to your fellow employees:

- **Being at work on time**
- **Treating others, the way you would like to be treated**
- **Maintaining your equipment and keeping a clean work site**
- **Promoting safety and quality**

HELPING EACH OTHER MAKE ONE ANOTHER SUCCESSFUL.

EVERY JOB IS IMPORTANT AND EACH MEMBER OF OUR TEAM IS VITAL.

WE EXPECT ALL EMPLOYEES TO GIVE THEIR BEST TOWARDS THE SUCCESS OF IHC Scott.

IHC Scott
7135 South Tucson Way
P.O. Box 4356
Englewood, Colorado 80155

Telephone: (303) 790-9100
Fax: (303) 790-8524

GENERAL EEO STATEMENT

EQUAL EMPLOYEMENT OPPORTUNITY

IHC Scott is dedicated to the principles of equal employment opportunity. We prohibit unlawful discrimination against applicants or employees on the basis of age 40 and over, race, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), color, religion, national origin, disability, military status, genetic information, sexual orientation, gender identity or any other class or expression protected by applicable state or local law.

All employees are expected to treat each other with respect and professionalism. Employees who believe they have been subject to prohibited discrimination should immediately report the incident to their direct supervisor or to a Human Resources representative. Reports are treated as discreetly and confidentially as possible. No employee is retaliated against for lodging a complaint with management under this policy or participating in an investigation of such a complaint. Any employee who believes he or she is being subjected to retaliation should promptly report this to one of the individuals listed above.

Any employee found to have engaged in discriminatory conduct is subject to immediate disciplinary action, up to and including termination.

DISABILITY AND RELIGIOUS ACCOMODATION

In accordance with federal and state law, IHC Scott provides reasonable accommodations for qualified employees with known disabilities unless doing so would result in an undue hardship to IHC Scott or cause a direct threat to health or safety. IHC Scott provides reasonable accommodations for employees whose religious belief, practice, or observance conflicts with a workplace requirement unless doing so would result in an undue hardship to IHC Scott. IHC Scott provides reasonable accommodations for employees based on pregnancy, childbirth, breastfeeding, or related conditions, unless doing so would result in an undue hardship to IHC Scott. Employees needing such accommodation are instructed to contact their direct supervisor or Human Resources immediately.

- Submission to such conduct is made explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or IHC Scott offensive work environment.

Harassment, whether sexual or based on the other protected classes listed above may take many forms including, but not limited to:

- Verbal Conduct: such as epithets, derogatory jokes or comments, name calling, innuendos, demeaning slurs, or unwanted sexual advances;
- Visual Conduct: such as leering, derogatory and/or sexually-oriented posters, photography, cartoons, drawings, graffiti, electronic mail, or gestures;
- Physical Conduct: such as assault, offensive touching, blocking of normal movement, or interfering with work; or
- Threats or Demands: such as sexual requests as a condition of continued employment benefits.

IHC Scott does not tolerate any such conduct. Employees who violate this policy are subject to timely corrective action.

If you observe such conduct, or believe it has happened to you, tell the harasser the behavior is offensive and that you want it to stop. If you are unable to confront the harasser or are unsuccessful in convincing him or her to stop, immediately report the incident to management. Management will initiate a prompt, thorough investigation and will take remedial action, as appropriate.

We encourage employees to report incidents directly to their direct supervisor, but any employee who is concerned or apprehensive may instead report any incident to Human Resources.

Reports of alleged harassment are treated as discreetly and confidentially as possible. No employee is retaliated against for lodging a complaint with management under this policy or participating in an investigation of such a complaint. Any employee who believes he or she is being subjected to retaliation should promptly report this to one of the individuals listed above.

IHC Scott

7135 South Tucson Way
P.O. Box 4356
Englewood, Colorado 80155

Telephone: (303) 790-9100
Fax: (303) 790-8524

IHC Scott

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of IHC Scott, Inc. not to discriminate against any applicant for employment, or any employee because of age, color, sex, disability, national origin, race, religion, veteran status or any status protected under applicable state or local law.

IHC Scott, Inc. will take affirmative action to ensure that the EEO policy is implemented, with particular regard to advertising, application procedures, compensation, deomtion, employment, fringe benefits, job assignment, job classification, layoff, leave, promotion, recruitment, rehire, training, termination, transfer, upgrade and working conditions.

IHC Scott, Inc. will continue to make it understood by the employment entities with which it deals, and in employment opportunity announcements that the foregoing is company policy and all employment decisions are based on individual merit only.

All current employees of IHC Scott, Inc. are requested to encourage qualified disabled persons, minorities, special disabled veterans and Vietnam Era veterans to apply for employment, on the job training or for union apprenticeship. It is the policy of IHC Scott, Inc. to satisfy reasonable special accommodations for qualified disabled individuals.

It is the policy of IHC Scott, Inc. that all company activities, facilities, and job sites are non-segregated. Separate or single-user toilet and changing facilities are provided to assure privacy.

It is the policy of IHC Scott, Inc. to ensure and maintain a working environment free of coercion, harasment, and intimidation at all job sites, and in all facilities which employees are assigned to work. Any violation of the policy should be immediately reported to your supervisor or the company EEO Officer.

Corporate EEO Officer: John D. Medberry
Address: P.O. Box 4356
Englewood, CO 80155-4356

Project EEO Officer:

IHC Scott
7135 South Tucson Way
P.O. Box 4356
Englewood, Colorado 80155

Telephone: (303) 790-9100
Fax: (303) 790-8524

IHC Scott

EEO COMPLAINT PROCEDURE

1. Employees are encouraged to take all complaints to the Project EEO Officer in order to get action on complaints at the jobsite. The Project EEO Officer is to immediately document this complaint.
2. The Project EEO Officer should contact the Corporate EEO Officer and request his/ her presence at the jobsite for assistance in settling the EEO complaint.
3. All employees are be encouraged to contact the Corporate EEO Officer or the Corporate Sexual Harassment Officer directly, particularly in the event the EEO complaint is against the Area Manager, Project Manager/Engineer or Project EEO Officer.
4. The Project EEO Officer must maintain complete documentation in all cases of the original complaint and what actions have been taken to resolve the complaint. This information should be sent to the Corporate EEO Officer.
5. Any employee who is unable to resolve his equal employment complaint with the Project EEO Officer and project management, or the Corporate EEO Officer, shall be notified that outside resolution resources are available at the local Federal Equal Employment Opportunity Office, the Office of Federal Compliance, or the State Civil Rights Commission office.

The Corporate EEO Officer John Medberry_____.

The Project EEO Officer _____.

The Corporate Sexual Harassment Officer Michelle Bahl_____.

IHC Scott

7135 South Tucson Way
P.O. Box 4356
Englewood, Colorado 80155

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Fax: (303) 790-8524

IHC Scott

SEXUAL HARASSMENT / INAPPROPRIATE CONDUCT

IHC Scott is committed to maintaining a positive working environment. This refers to a workplace which is free of inappropriate conduct, including offensive verbal and written communication of a sexual nature.

Sexual harassment does not mean occasional complaints which are socially acceptable. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
- submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
- such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

An employee who feels sexually harassed should take the complaint directly to the Corporate EEO Officer, John Medberry, or the Sexual Harassment Officer, Michelle Bahl. Complaints will receive prompt attention, and appropriate action will be taken against the offender.

Policy - Commitment to Safety

STATEMENT: IHC Scott is committed to the reduction of personal injuries, occupational illnesses and damage to equipment, property, and product, in all of its operations; to the protection of the general public whenever it comes in contact with IHC Scott's work; and to the prevention of pollution and environmental degradation.

IHC Scott management and field supervision plan safety into every project and work task in order to avoid preventable occupational injuries or illnesses. Although the ultimate success of IHC Scott's programs for realizing its project and worker safety goals depends upon the full cooperation of each individual employee, management is responsible for seeing that applicable rules and procedures are established and enforced and that effective training programs are employed to the best advantage.

Safety, health, and environment should never be sacrificed for production. In addition, commitment to compliance with federal, state, local, and company regulations and industry or internally recognized *Best Practices* is expected. IHC Scott recognizes and strives to integrate these two propositions institutionally and culturally, into its quality control, cost reduction, and job efficiency. Each supervisor and hourly worker must be concerned with helping to maintain and improve IHC Scott's business viability. IHC Scott has an excellent history and record of commitment to safety and it is a company-held belief that additional work is gained from maximizing this advantage.

IHC Scott management and workers at every level are responsible for translating this Company objective into positive productive actions through the following stated safety philosophy:

IHC Scott Safety Philosophy

Zero Accidents

All accidents, injuries, and environmental events are preventable. The elimination of human suffering, due to disabling injury or loss of life, is a worthwhile goal in itself and a company held belief.

Zero Tolerance

No IHC Scott employee will walk past a recognized or questionable unsafe act or condition without taking some positive step to correct or bring proper attention to it.

Safety Contributes

Demonstrated excellence in safety, health and environmental protection, manifested in performance and experience, indicates superior management, workforce, and product; which promotes business and contributes to the continuing growth and success of IHC Scott Objectives.

Objectives:

Asset Protection

Worker Safety and Well Being

To protect IHC Scott's most valuable asset, its employees, by creating the environment leading to the prevention of personal injuries and accidents.

Preventing and Controlling Losses

To reduce production and operating costs resulting from lost time and increased insurance rates resulting from accidents.

Equipment, Property and Manuals

To protect company assets from waste, damage, abuse, theft, or improper maintenance and management; and the subsequent unnecessary associated costs.

End Product

Demonstrating commitment to quality is important in that whenever additional and/or re-work is required to repair damage or for quality purposes, this work potentially exposes employees to accidents/injuries that had previously been avoided.

Business Viability

Performing safely makes sense, is normally a contractual requirement, and maintains and improves IHC Scott as a business entity.

Point of Emphasis:

Accountability

All of us will be held accountable for our actions and inactions. If you are not conducting yourself in a safe fashion you will be warned verbally. If you continue to be unsafe you will be given a written warning that will become a permanent part of your employee file. The presence of written safety warnings in your file will be taken into account when determining raises, promotions, bonuses, and other items that should be important to you. Depending on the nature of the violation you may be disciplined up to and including termination even on the first offense.

Personal Protective Equipment (PPE)

Concern: Wearing proper PPE is an important part of a worker's personal defense against recognized and unrecognized worksite hazards.

Policy: When IHC Scott or project management determines that PPE is required, 100% compliance is expected. Any variance requires written authorization. All IHC Scott management and supervision will enforce as needed.

Practice: Note: Any exceptions to the following must be approved and documented by senior project supervision.

- ✓ IHC Scott Minimum: Hardhats always required.
- ✓ Safety vests always required except for paving mechanics when potential for working inside paver exists.
- ✓ Footwear: should be sturdy at a minimum but absolutely no tennis or open-toed shoes. Rubber footwear is recommended for wet concrete work.
- ✓ Eye and Face: Safety glasses, hearing protection, goggles and face shields required when hazards warrant.
- ✓ Respiratory protection: When hazards warrant.
- ✓ Hand: Proper gloves for the hazard warranted. Non-permeable when working with concrete is recommended.
- ✓ Torso and other: i.e., welder's PPE as required. Also, Kevlar chaps are recommended when demo or chain sawing.
- ✓ Skin: Barrier cream when working with concrete; sun block when exposed to sun. Bug repellent may also be warranted in some seasons/environments.
- ✓ Footwear: Workers are responsible for purchase and condition of their own footwear. Any specialized job required boots like rubber for concrete will be provided by IHC Scott.
- ✓ Raingear: Workers provide as needed.

Drug Free Workplace with Testing Provisions

- ✓ IHC Scott is committed to a drug-free workplace.
- ✓ Drug tests must be conducted upon return-to-work status.
- ✓ Drug test should be conducted after every accident and or injury.
- ✓ Random drug tests should be conducted periodically at the weekly safety meeting.
- ✓ See IHC Scott Corporate Personnel Management Manual for more information.

IHC Scott Hourly Worker Guidelines

Attendance

Concern: Absenteeism and tardiness can be a very serious problem for our Company. It is costly, causes unnecessary overtime, imposes additional workloads on co-workers and supervision, disrupts schedules and creates morale problems.

Policy: Employees are expected to be at work on time as scheduled and in sound mental and physical condition to perform work productively and safely. It is recognized that occasional amounts of absence for bona fide sickness or emergency situations are often beyond the control of the employee and IHC Scott may make reasonable efforts to accommodate.

Practice: If it is absolutely necessary for employees to be absent from work due to illness, injury, or emergency situations, they must notify the Company as soon as possible. Employees should contact their immediate supervisor, or if unavailable, the department manager or corporate office. Employees should notify the Company of the specific reason for their absence and expected return date.

Absenteeism and/or tardiness that are deemed excessive in the judgment of the Company will not be tolerated.

Employees who are absent without notifying their supervisor can be terminated.

All work-related injuries shall be reported to a supervisor or company official immediately, including any off-hours, weekend, or holiday need for treatment.

General Hourly Work Guidelines

Concern: Failure to adhere to basic work guidelines negatively impacts IHC Scott's commitment to safety, quality, cost, performance, and schedule.

Policy: Breaking the following work guidelines is not permitted and may result in disciplinary action up to and including immediate termination.

Practice:

- ✓ Violating of any Corporate or Project Policy and/or Safety Rules.
- ✓ Possessing, or under the apparent influence, of illegal or non-prescription drugs.
- ✓ Drinking, possession, or under the influence of alcohol on the job site or while performing company business, or operating company vehicles and/or equipment.
- ✓ Failing to adhere to the Company Drug-testing program, including random or post-accident screening requirements.
- ✓ Damaging, abusing, or mutilating company property
- ✓ Possessing deadly weapons on the job site.
- ✓ Engaging in horseplay.
- ✓ Fighting on the job site
- ✓ Gambling at any time on project property.
- ✓ Leaving the workplace or job site without supervisor's knowledge and/or authorization.
- ✓ Selling of raffle or other personal/commercial items to co-workers on the job site.
- ✓ Sleeping on the job site during work hours.
- ✓ Theft of company, client, or employee's property.
- ✓ Unsatisfactory work.
- ✓ Harassment of supervision or co-workers of sexual or any other nature.

Note: The above list is not all inclusive!

Safety Program Guidelines (Including All Subcontractors)

Concern: Employees, subcontractors, vendors, and visitors may pose a hazard and risk to both themselves and others when they fail to be aware of potential hazards and do not follow project safety guidelines.

Policy: All workers and sub/tier contractors employed and contracted by IHC Scott are required, as a condition of employment/contract, to follow all safety guidelines. Any violation of these guidelines may result in disciplinary action, up to and including termination of said employment or contract. Because guidelines are set only as a minimum performance requirement, all site workers/vendors/visitors are expected to abide by these guidelines at a minimum and should be aware of other opportunities for safety.

Practice: The following guidelines are meant for illustrative purposes of minimum safety compliance. Every site worker and visitor is obligated to behave in a safety conscious manner.

Company and Job Site Safety Guidelines:

- You must follow all safety guidelines and work according to good safety practices as posted, instructed, and discussed in previous safety meetings.
- You must have a clear understanding of your job and any hazards that may exist. (If you do not understand your job, or any of the safety guidelines, ask your foreman.)
- Do not use, carry, or possess intoxicants or un-prescribed drugs on company premises or during working hours, or report to work under the apparent influence of intoxicants, narcotics, or any drug, which hinders performance.
- Do not participate in horseplay, practical jokes, and other hazardous conduct. Do not disregard safety guidelines or instructions or refuse to use safety equipment.
- Practice good housekeeping from the beginning of the job until final clean up. Clean up excess materials, trash, etc. immediately. Do not leave materials or objects in aisles, on walkways, on stairways, in roads or any other area where they may become a hazard.
- Report injuries and/or sickness sustained while on duty (regardless of how minor they may appear) to your foreman immediately.
- Report to the IHC Scott designated physician or clinic when instructed to do so following any injury. In the event you fail to obtain medical treatment from a designated physician, you may be personally responsible for the cost of medical treatment provided.
- Report unsafe conditions to your immediate supervisor.
- Wear eye, face, and head protection where there is danger from falling or flying objects or particles, such as when grinding, chipping, burning, welding, dumping concrete trucks, moving supplies, etc.
- Wear appropriate work clothes to cover and protect the body, i.e., gloves, shoes or boots, long-sleeved shirts, etc. Loose clothing and jewelry must not be worn.
- Properly care, and be responsible, for all personal protective equipment.
- Do not operate machinery if you are not an authorized operator.
- Report to foreman any machine not having all guards and safety devices in place and in proper operating condition. Do not attempt to repair or tamper with equipment or remove from equipment any parts without authorization from the foreman and/or mechanic.

- Keep all tools in safe working condition. Never use defective tools or equipment.
- Be alert and keep out from under overhead loads.
- Do not ride material hoists or other moving equipment except on seats provided.
- Place ladders on a substantial base and do not use ladders with broken, split or missing rungs or rails. All ladders are to extend at least three feet above the landing platform and be securely fastened. All ladders used near electricity are to be made of wood to eliminate the potential for electrocution.
- Do not go up or down a ladder without the free use of both hands. If material or tools have to be handled, use a rope to lift or lower them. Always face the ladder when climbing or descending.
- Never lift a load that is too heavy or too large - get help. Have a firm footing, bend your knees, keep your arms straight, and keep your back straight-up-and-down when lifting any load.
- Store and transport gasoline in authorized cans only; gasoline engines must be shut off when refueling.
- Secure compressed gas cylinders in an appropriate and chained position.
- Keep a fire extinguisher nearby when burning or welding is being done.
- Mark all drinking water containers as such or as potable water. Individual or disposable cups will be available and disposed of in an attached trash container.
- Visitors to the job site must report at the office. Authorization to visit further will be given by the project officer in charge. Visitors may be required to wear hard hats.
- All posted safety guidelines must be obeyed and must not be removed except by management's authorization.
- Comply at all times with all known federal, state, and local safety laws, employer regulations, and guidelines.

Be a safe worker off the job as well as on.

Remember the three “Rs” of accident prevention:

- ✓ Recognize hazards
- ✓ Report hazards
- ✓ Remove hazards

If it doesn't look right, it is probably an accident waiting to happen.

INTERSTATE HIGHWAY CONSTRUCTION, INC.

Affirmative Action Plan

SECTION I

DISSEMINATION OF POLICY

- A. All members of Interstate Highway Construction, Inc., staff who are authorized to hire, supervise, promote and discharge employees or who recommend or are substantially involved in personnel-related actions will be made fully cognizant of and will implement the Corporate EEO Policy and the contractual EEO responsibilities.

The Corporate EEO Officer will have the responsibility and authority to establish and implement the Corporate EEO Policy on a company-wide basis, as outlined in this Affirmative Action Plan.

The Project EEO Officers will be responsible for disseminating and implementing the EEO Policy on the project level, as outlined in this Affirmative Action Plan.

The following actions will be taken as a minimum:

1. A meeting of supervisory personnel will be conducted before the start of the work year, at the beginning of any new project and every six months thereafter. IHC's Equal Employment Opportunity Policy, the contractual EEO responsibilities and the affirmative actions required to carry out the policy and these responsibilities will be reviewed and explained. The meetings will be conducted by the Corporate EEO Officer, the Project EEO Officer or another knowledgeable company official.
 2. All new supervisory personnel will be given a thorough indoctrination by the Corporate EEO Officer, the Project EEO Officer or another knowledgeable company official, covering all major aspects of the company's EEO obligations within thirty (30) days following their reporting for duty with the company.
 3. The Corporate EEO Officer or appropriate company official will instruct all employees engaged in the direct recruitment of employees for the project relative to the methods followed by the company in locating and hiring minority, female, Individual with a disability and veteran employees.
- B. In order to make Interstate Highway Construction's Equal Employment Opportunity Policy known to all employees, prospective employees and potential sources of employees, the company will take the following actions:
1. All corporate letterhead will have the statement "An Equal Opportunity Employer" imprinted on the bottom of all front sheets. The same statement will be placed on other communications when possible.
 2. Notices and posters setting forth the company's EEO Policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The following posters will be displayed in the previously mentioned areas:

- a. Corporate EEO Policy which includes the names of both the Corporate EEO Officer and the Project EEO Officer and the request for the referral of minority and female group members. (Bilingual, if necessary.)
- b. EEO Complaint Procedure.
- c. Nondiscrimination notices to workers organizations. (Unions and Referrals)

- d. OFCCP – EEO IS THE LAW (Bilingual, if necessary.)
- e. FHWA – 1495 IMPORTANT WAGE RATE INFORMATION (Get from State)
- f. Department of Labor WH-1321 NOTICE TO EMPLOYEES
- g. Department of Labor 1088 MINIMUM WAGE
- h. OSHA – JOB HEALTH AND SAFETY PROTECTION
- i. Davis-Bacon Wage Rates from Proposal
- j. Emergency Phone Numbers
- k. Any other State or local posting requirements. (Ask Corporate Office)

The Corporate or Project EEO Officer will formally inspect the project site for the required notices and posters at least once every three months while the project is active. The Project EEO Officer or other authorized company official will informally review the bulletin board for the applicable posters and notices whenever they are in the vicinity of the bulletin board.

3. The Company EEO Policy and the affirmative actions to implement such policy will be brought to the attention of employees by means of the following:
 - a. Jobsite meetings will be held at the beginning of each project and at least every six months thereafter by the Project EEO Officer.
 - b. Employees will be given a Corporate EEO Policy statement at the time of their employment.
 - c. At peak employment periods, the Project EEO Officer will make jobsite inspections.

SECTION II

RECRUITMENT

- A. When advertising for employees, Interstate Highway Construction, Inc., will include in all advertisements for employees the notation: “An Equal Opportunity Employer”. The company will insert all such advertisements in newspapers or other publications having a large circulation among minority, female, Individual with a disability and veteran groups in the area from which the project workforce would normally be derived.
- B. The company will conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority, female, Individual with a disability and veteran applicants.

Interstate Highway Construction, Inc., will, through its Project EEO Officers, contact these sources of potential employees in writing and establish with such sources a two-way channel of on-going communications and a definite referral procedure whereby applicants may be referred either to the contractor or to the appropriate union for employment consideration.

The Project EEO Officer will discuss with each of these sources the conditions of employment with the Company, including requirements for entering union apprenticeship programs or other training programs. The Project EEO Officer will express the earnest desire of the company to employ qualified minority, female, Individual with a disability and veteran persons in all work classifications. He will explain all the avenues through which people can obtain employment and training with the Company. Contact with the area’s employment sources will be continued through letters, phone contacts or other appropriate means necessary to maintain a two-way channel of communication with these sources.

- C. The Company will encourage present employees to refer minority, female, Individual with a disability and veteran applicants for employment by posting appropriate notices or bulletins in areas accessible to all employees. In addition, information and procedures with regard to referring applicants will be discussed with employees at least once every six months. These discussions will be carried out by the Project EEO Officer during jobsite EEO meetings.
- D. The Project EEO Officer will maintain a current list of minority and female recruitment sources and a copy of any written notices sent to them and any responses received from these sources.

SECTION III

PERSONNEL ACTIONS

- A. Wages, working conditions and employee benefits will be established and administered without regard to race, color, religion, sex, age, national origin, handicap or Vietnam or disabled veteran status. Further, personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination, will be taken without regard to race, color, religion, sex, age, national origin, handicaps or Vietnam or disabled veteran status. The following procedures will be followed:
 - 1. The Project EEO Officer will conduct inspections of project sites at peak employment periods to ensure that working conditions and employee facilities do not indicate discriminatory treatment (including harassment, intimidation and coercion) of project site personnel. The Project EEO Officer will make project inspections at least once every three months.
 - 2. The Corporate EEO Officer will evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices. Specific attention will be paid to premium wages paid to employees and assignment of overtime. If discrimination is found, the company will take immediate corrective action, including payment of back wages, if warranted, or assignment of overtime on a compensatory basis in the future, if past assignment of overtime indicates discrimination.
 - 3. The Corporate EEO Officer will review selected personnel actions to determine whether there is evidence of discrimination. Where evidence is found, the company will promptly take corrective action. If the review indicates the discrimination may extend beyond the actions reviewed, such corrective action will include all affected persons.
 - 4. The Corporate EEO Officer will investigate all complaints of alleged discrimination or harassment. The company will attempt to resolve such complaints and will take appropriate corrective action. The company will devise and promulgate to all employees a formal procedure for lodging discrimination or harassment complaints within the company. This procedure will be promulgated to all employees by means of notices on company bulletin boards and meetings held every six months on the project site. This procedure will include a full and complete investigation of each complaint by the Corporate EEO Officer.

If the investigation indicates that discrimination may affect persons other than the complainant, corrective action will be taken and will include all persons affected, including the complainant. Upon completion of each investigation, every complainant will be informed of all avenues of appeal, such as, state and federal government agencies, etc.

SECTION IV

TRAINING AND PROMOTION

- A. Interstate Highway Construction, Inc., will utilize its best efforts to locate, qualify and increase the skills of minority, female, Individual with a disability and veteran employees and applicants for employment. The following actions will be taken as a minimum:
 - 1. LOCATING SUBJECT EMPLOYEES – The Project EEO Officer will identify potential sources of minority, female, Individual with a disability, and veteran employees and establish a two-way communication and referral procedure with such sources. In addition, the Company will seek qualified

minority, female, Individual with a disability and veteran workers by requesting them directly from union hiring halls and apprentice programs and by encouraging present employees to refer minority, female, Individual with a disability and veteran applicants.

2. **QUALIFYING SUBJECT EMPLOYEES** – The Company will assist applicants in becoming qualified for entrance into unions with which the company has signed labor agreements. Such assistance will consist of information provided to the applicant regarding training programs. In addition, the company will contact union representatives, informing them of each applicant's desires and background and requesting that the union aid the applicant in whatever way possible to become qualified for entrance into apprenticeship or other training programs.
3. **INCREASING SKILLS** – The Company will employ minority, female, Individual with a disability and veteran trainees and apprentices in a manner consistent with manpower requirements but subject to collective bargaining agreements. In addition, the company will contact present minority, female, Individual with a disability and veteran employees and encourage them to enter training programs to increase their skills.

- B. Interstate Highway Construction, Inc., recognizes that training and upgrading of minority, female, Individual with a disability and veteran groups is a primary concern under affirmative action. IHC will utilize training programs when consistent with manpower requirements and contractual obligations. The training provided will be on-the-job training aimed at developing full journeyman status in the type of trade involved. The number of trainees will be distributed among the work classifications on the basis of the Company's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

SECTION V

UNIONS/TRADE ORGANIZATIONS

Interstate Highway Construction, Inc., through its memberships in various contractors associations, will establish personal contact with representatives of all unions and trade organizations. The purpose of these contacts will be as follows:

- A. To develop joint training programs aimed toward qualifying minority, female, Individual with a disability and veteran individuals for membership/enrollment in the unions/trade organizations and increasing the skills of these people so that they may qualify for higher paying employment.
- B. To incorporate an Equal Employment Opportunity clause into all union/trade organization agreements to the end that such unions/trade organizations will be contractually bound to refer applicants without regard to their race, color, religion, sex, age, national origin, handicap or veteran status.
- C. To emphasize the fact that, if a union/trade organization cannot refer applicants as requested by the Company within the time limit set forth in the union/trade organization agreement, the Company will recruit the subject employees on its own, in accordance with recruitment procedures outlined in Section II of this plan in order to fulfill its contractual obligations so long as this recruitment does not violate previously approved union agreements. Under these procedures, the vacancy or vacancies will be filled without regard to race, color, religion, sex, age, national origin, handicap, or veteran status and full efforts will be made to obtain qualified minorities, females, Individual with a disability and veterans.
- D. To emphasize that the Company will be requesting dispatches of minorities, females, Individual with a disability and veterans from unions/trade organizations to meet the goals and timetables.
- E. To ask that the unions/trade organizations furnish information to the company on minority, female, Individual with a disability and veteran representation in each classification and ask that the union/trade organizations increase their efforts to improve such representation where improvement is warranted.

SECTION VI

SUBCONTRACTING

- A. Interstate Highway Construction, Inc., will make every effort to utilize disadvantaged minority and female-owned subcontractors and suppliers. The disadvantaged minority and female-owned subcontractors who are qualified to perform the work required, will be contacted verbally and in writing requesting to submit bids on the work and will maintain a record of such contracts and requests for bids.
- B. The Company will act in the following ways to ensure subcontractor compliance with equal employment opportunity obligations.
 - 1. Each subcontractor will be required to prepare and/or adhere to any and all EEO requirements of the Contract Special Provisions. Each subcontract will include a FHWA-1273, but not be limited to it.
 - 2. Each subcontractor will be required to implement an EEO Affirmative Action Plan equal to or better than that plan adopted by IHC and required by the governing contract. (IHC will supply each subcontractor its plan when necessary.)
 - 3. The Corporate EEO Officer and Project EEO Officer will monitor the activities of each subcontractor to assure compliance with the EEO obligations. This monitoring activity will include meetings between the Project EEO Officer and representatives of the subcontractors, as deemed necessary, to discuss any difficulties or problems in subcontractor compliance.
 - 4. The Corporate EEO Officer will monitor all reports and records from subcontractors to ensure that complete and accurate information is received on a timely basis.

SECTION VII

RECORDS AND REPORTS

- A. Interstate Highway Construction, Inc., will keep such records as are necessary to determine compliance with contractual EEO obligations. These records will be designed to indicate:
 - 1. The number of minority and female individuals employed in each work classification on the project.
 - 2. The progress and efforts being made in cooperation with unions/trade organizations to increase employment opportunities.
 - 3. The progress and efforts being made in locating, hiring, training, qualifying and upgrading minority, female, Individual with a disability and veteran employees.
 - 4. The progress and efforts being made in securing the services of disadvantaged minority and female-owned subcontractors and suppliers.
- B. All records will be retained for a period of three years following completion of the contract work and will be available at reasonable times and places for inspection by authorized representatives of the compliance agency.

INTERSTATE HIGHWAY CONSTRUCTION, INC.

Affirmative Action Plan Section 503 & VEVRAA

VEVRAA (Vietnam Era Veterans Assistance Act)

SECTION I

DISSEMINATION OF POLICY

- A. All members of Interstate Highway Construction, Inc., (IHC) staff who are authorized to hire, supervise, promote and discharge employees or who recommend or are substantially involved in personnel-related actions will be made fully cognizant of and will implement the Corporate EEO Policy and the contractual EEO responsibilities.

The Corporate EEO Officer will have the responsibility and authority to establish and implement the Corporate EEO Policy on a company-wide basis, as outlined in this Affirmative Action Plan.

The Project EEO Officers will be responsible for disseminating and implementing the EEO Policy on the project level, as outlined in this Affirmative Action Plan.

The following actions will be taken as a minimum:

1. A meeting of supervisory personnel will be conducted before the start of the work year, at the beginning of any new project and every six months thereafter. IHC's Equal Employment Opportunity Policy, the contractual EEO responsibilities and the affirmative actions required to carry out the policy and these responsibilities will be reviewed and explained. The meetings will be conducted by the Corporate EEO Officer, the Project EEO Officer or another knowledgeable company official.
 2. All new supervisory personnel will be given a thorough indoctrination by the Corporate EEO Officer, the Project EEO Officer or another knowledgeable company official, covering all major aspects of the company's EEO obligations within thirty (30) days following their reporting for duty with the company.
 3. The Corporate EEO Officer or appropriate company official will instruct all employees engaged in the direct recruitment of employees for the project relative to the methods followed by the company in locating and hiring individuals with disabilities and protected veterans (Disabled veteran, Armed Forces service medal veteran, recently separated veteran, or other veteran who served during a war, or in a campaign or expedition for which a campaign badge has been authorized).
- A. In order to make Interstate Highway Construction's Equal Employment Opportunity Policy known to all employees, prospective employees and potential sources of employees, the company will take the following actions:
1. All corporate letterhead will have the statement "An Equal Opportunity Employer" imprinted on the bottom of all front sheets. The same statement will be placed on other communications when possible.
 2. Notices and posters setting forth the company's EEO Policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The following posters will be displayed in the previously mentioned areas:

- a. Corporate EEO Policy which includes the names of both the Corporate EEO Officer and the Project EEO Officer and the request for the referral of individuals with disabilities and protected veterans. (Bilingual, if necessary.)
- b. EEO Complaint Procedure.

- c. Nondiscrimination notices to workers organizations. (Unions and Referrals)
- d. OFCCP – EEO IS THE LAW (Bilingual, if necessary.)
- e. FHWA – 1495 IMPORTANT WAGE RATE INFORMATION (Get from State)
- f. Department of Labor WH-1321 NOTICE TO EMPLOYEES
- g. Department of Labor 1088 MINIMUM WAGE
- h. OSHA – JOB HEALTH AND SAFETY PROTECTION
- i. Davis-Bacon Wage Rates from Proposal
- j. Emergency Phone Numbers
- k. Any other State or local posting requirements. (Ask Corporate Office)

The Corporate or Project EEO Officer will formally inspect the project site for the required notices and posters at least once every three months while the project is active. The Project EEO Officer or other authorized company official will informally review the bulletin board for the applicable posters and notices whenever they are in the vicinity of the bulletin board.

- 3. The Company EEO Policy and the affirmative actions to implement such policy will be brought to the attention of employees by means of the following:
 - a. Jobsite meetings will be held at the beginning of each project and at least every six months thereafter by the Project EEO Officer.
 - b. Employees will be given a Corporate EEO Policy statement at the time of their employment.
 - c. At peak employment periods, the Project EEO Officer will make jobsite inspections.

SECTION II

RECRUITMENT

- A. When advertising for employees, Interstate Highway Construction, Inc., will include in all advertisements for employees the notation: “An Equal Opportunity Employer”.
- B. The company will conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified individuals with a disability and protected veterans. All recruiting sources, including State employment agencies, educational institutions and social service agencies have been informed of the company’s policy concerning the employment of qualified individuals with disabilities and qualified protected veterans and have been advised to actively recruit and refer qualified persons for job opportunities.

Interstate Highway Construction, Inc., will, through its Project EEO Officers, contact these sources of potential employees in writing and establish with such sources a two-way channel of on-going communications and a definite referral procedure whereby applicants may be referred either to the contractor or to the appropriate union for employment consideration.

The Project EEO Officer will discuss with each of these sources the conditions of employment with the Company, including requirements for entering union apprenticeship programs or other training programs. The Project EEO Officer will express the earnest desire of the company to employ qualified individuals with a disability and protected veterans in all work classifications. He/she will explain all the avenues through which people can obtain

employment and training with the Company. Contact with the area's employment sources will be continued through letters, phone contacts or other appropriate means necessary to maintain a two-way channel of communication with these sources.

- C. The Company will encourage present employees to refer qualified individuals with a disability and protected veterans for employment by posting appropriate notices or bulletins in areas accessible to all employees. In addition, information and procedures with regard to referring applicants will be discussed with employees at least once every six months. These discussions will be carried out by the Project EEO Officer during jobsite EEO meetings.
- D. The Project EEO Officer will maintain a current list of qualified individuals with a disability and protected veterans recruitment sources and a copy of any written notices sent to them and any responses received from these sources.

SECTION III

PERSONNEL ACTIONS

- A. Wages, working conditions and employee benefits will be established and administered without regard to disability and veteran status. Further, personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination, will be taken without regard to disability and veteran status. The following procedures will be followed:
 - 1. The Project EEO Officer will conduct inspections of project sites at peak employment periods to ensure that working conditions and employee facilities do not indicate discriminatory treatment (including harassment, intimidation and coercion) of project site personnel. The Project EEO Officer will make project inspections at least once every three months.
 - 2. The Corporate EEO Officer will evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices. Specific attention will be paid to premium wages paid to employees and assignment of overtime. If discrimination is found, the company will take immediate corrective action, including payment of back wages, if warranted, or assignment of overtime on a compensatory basis in the future, if past assignment of overtime indicates discrimination.
 - 3. The Corporate EEO Officer will review selected personnel actions to determine whether there is evidence of discrimination. Where evidence is found, the company will promptly take corrective action. If the review indicates the discrimination may extend beyond the actions reviewed, such corrective action will include all affected persons.
 - 4. The Corporate EEO Officer will investigate all complaints of alleged discrimination or harassment. The company will attempt to resolve such complaints and will take appropriate corrective action. The company will devise and promulgate to all employees a formal procedure for lodging discrimination or harassment complaints within the company. This procedure will be promulgated to all employees by means of notices on company bulletin boards and meetings held every six months on the project site. This procedure will include a full and complete investigation of each complaint by the Corporate EEO Officer.

If the investigation indicates that discrimination may affect persons other than the complainant, corrective action will be taken and will include all persons affected, including the complainant. Upon completion of each investigation, every complainant will be informed of all avenues of appeal, such as, state and federal government agencies, etc.

SECTION IV

REASONABLE ACCOMMODATION TO LIMITATIONS DUE TO DISABILITY

Interstate Highway Construction, Inc. Commits to making reasonable accommodation to the known physical or mental limitations of qualified individuals with disabilities and qualified disabled veterans, unless such accommodation would impose an undue hardship on the conduct of its business. IHC also commits to engaging in an interactive process with the person requesting the accommodation (or their representative), as needed, to determine an appropriate accommodation. Undue hardship will be determined by assessing whether the requested accommodation would cause significant difficulty or expense, as provided for in the Section 503 regulations.

SECTION V

TRAINING AND PROMOTION

- A. Interstate Highway Construction, Inc., will utilize its best efforts to locate, qualify and increase the skills of qualified individuals with a disability and protected veterans applicants for employment. The following actions will be taken as a minimum:
1. LOCATING SUBJECT EMPLOYEES – The Project EEO Officer will identify potential sources of qualified individuals with a disability and protected veterans and establish a two-way communication and referral procedure with such sources. In addition, the Company will seek qualified individuals with a disability and protected veteran workers by requesting them directly from union hiring halls and apprentice programs and by encouraging present employees to refer qualified individuals with a disability and protected veteran applicants.
 2. QUALIFYING SUBJECT EMPLOYEES – The Company will assist applicants in becoming qualified for entrance into unions with which the company has signed labor agreements. Such assistance will consist of information provided to the applicant regarding training programs. In addition, the company will contact union representatives, informing them of each applicant's desires and background and requesting that the union aid the applicant in whatever way possible to become qualified for entrance into apprenticeship or other training programs.
 3. INCREASING SKILLS – The Company will employ minority, female, Individual with a disability and veteran trainees and apprentices in a manner consistent with manpower requirements but subject to collective bargaining agreements. In addition, the company will contact present qualified individuals with a disability and protected veteran employees and encourage them to enter training programs to increase their skills.
- B. Interstate Highway Construction, Inc. recognizes that training and upgrading of qualified individuals with a disability and protected veteran groups is a primary concern under affirmative action. IHC will utilize training programs when consistent with manpower requirements and contractual obligations. The training provided will be on-the-job training aimed at developing full journeyman status in the type of trade involved. The number of trainees will be distributed among the work classifications on the basis of the Company's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

SECTION VI

UNIONS/TRADE ORGANIZATIONS

Interstate Highway Construction, Inc., through its memberships in various contractors associations, will establish personal contact with representatives of all unions and trade organizations. The purpose of these contacts will be as follows:

- A. To develop joint training programs aimed toward qualifying qualified individuals with a disability and protected veteran individuals for membership/enrollment in the unions/trade organizations and increasing the skills of these people so that they may qualify for higher paying employment.
- B. To incorporate an Equal Employment Opportunity clause into all union/trade organization agreements to the end that such unions/trade organizations will be contractually bound to refer applicants without regard to disability and veteran status.
- C. To emphasize the fact that, if a union/trade organization cannot refer applicants as requested by the Company within the time limit set forth in the union/trade organization agreement, the Company will recruit the subject employees on its own, in accordance with recruitment procedures outlined in Section II of this plan in order to fulfill its contractual obligations so long as this recruitment does not violate previously approved union agreements. Under these procedures, the vacancy or vacancies will be filled without regard to disability or veteran status and full efforts will be made to obtain qualified individuals with a disability and protected veterans.
- D. To emphasize that the Company will be requesting dispatches of qualified individuals with a disability and protected veterans from unions/trade organizations to meet the goals and timetables.
- E. To ask that the unions/trade organizations furnish information to the company on qualified individuals with a disability and protected veteran representation in each classification and ask that the union/trade organizations increase their efforts to improve such representation where improvement is warranted.

SECTION VII

INVITATION TO SELF-IDENTIFY FOR PROTECTED VETERANS

- A. IHC, Inc. is a Government contractor subject to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (VEVRAA) which requires Government contractors to take affirmative action to employ and advance veterans in employment. VEVRAA prohibits discrimination and requires affirmative action in all personnel practices regarding protected veterans. The statute covers disabled veterans, Armed Forces service medal veterans, recently separated veterans, and other veterans who served during a war, or in a campaign or expedition for which a campaign badge has been authorized.
- B. An invitation to veterans: If you are a disabled veteran, recently separated veteran, other protected veteran, or Armed Forces service medal veteran, we would like to include you under our affirmative action program. If you would like to be included under the affirmative action program, please tell us. The term "recently separated veteran" refers to any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty. The term "other protected veteran" refers to a person who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, under laws administered by the Department of Defense. The term "Armed Forces service medal veteran" refers to any person who, while serving on active duty in the Armed Forces, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (62 FR 1209).
- C. You may inform us of your desire to benefit under the program at this time and/or at any time in the future.
- D. Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information provided will be used only in ways that are not inconsistent with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended.
- E. The information you submit will be kept confidential, except that supervisors and managers may be informed regarding restrictions on the work or duties of disabled veterans, and regarding necessary accommodations; first aid and safety personnel may be informed, when and to the extent appropriate, if you have a condition that might require emergency treatment; and Government officials engaged in enforcing laws administered by OFCCP, or enforcing the Americans with Disabilities Act, as amended, may be informed.

- F. A written copy of this Affirmative Action Program is available for inspection by any employee or applicant for employment, during normal business hours. Interested persons should contact John D. Medberry, at (303)-790-9100 for assistance.
- G. If you are a disabled veteran it would assist us if you tell us about any special methods, skills, and procedures that qualify you for positions that you might not otherwise be able to do because of your disability so that you will be considered for any positions of that kind, and any accommodations that we could make that would enable you to perform the job, including special equipment, changes in the physical layout of the job, elimination of certain duties relating to the job, provision of personal assistance services or other accommodations. This information will assist us in placing you in an appropriate position and in making accommodations for your disability.

SECTION VIII

INVITATION TO SELF-IDENTIFY FOR INDIVIDUALS WITH DISABILITIES

- A. IHC is a Government contractor subject to Section 503 of the Rehabilitation Act of 1973, as amended, which requires Government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.
- B. If you have a disability and would like to be considered under the affirmative action program, please tell us.
- C. You may inform us of your desire to benefit under the program at this time and/or at any time in the future. This information will assist us in placing you in an appropriate position and in making any necessary accommodations for your disability.
- D. Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information provided will be used only in ways that are not inconsistent with Section 503 of the Rehabilitation Act.
- E. Information you submit about your disability will be kept confidential, except that supervisors and managers may be informed regarding restrictions on the work or duties of qualified individuals with disabilities, and regarding necessary accommodations; first aid and safety personnel may be informed, when and to the extent appropriate, if the condition might require emergency treatment; and government officials engaged in enforcing laws administered by OFCCP or the Americans with Disabilities Act, as amended, may be informed.
- F. If you are a qualified individual with a disability, we would like to include you under the affirmative action program. It would assist us if you tell us about any special methods, skills, and procedures that qualify you for positions that you might not otherwise be able to do because of your disability so that you will be considered for any positions of that kind, and any needed accommodations that would enable you to perform the essential functions of the job, including special equipment, changes in the physical layout of the job, elimination of marginal job duties, provision of personal assistance services or other accommodations.
- G. A written copy of this Affirmative Action Program is available for inspection by any employee or applicant for employment, during normal business hours. Interested persons should contact IHC's Corporate EEO Officer at (303) 790-9100 for assistance.

SECTION IX

SUBCONTRACTING

- A. Interstate Highway Construction, Inc., will make every effort to utilize disadvantaged qualified individuals with a disability and protected veterans subcontractors and suppliers. The disadvantaged qualified individuals with a disability and protected veterans who are qualified to perform the work required, will be contacted verbally and

in writing requesting to submit bids on the work and will maintain a record of such contracts and requests for bids.

- B. The Company will act in the following ways to ensure subcontractor compliance with equal employment opportunity obligations.
1. Each subcontractor will be required to prepare and/or adhere to any and all EEO requirements of the Contract Special Provisions. Each subcontract will include a FHWA-1273, but not be limited to it.
 2. Each subcontractor will be required to implement an EEO Affirmative Action Plan equal to or better than that plan adopted by IHC and required by the governing contract. (IHC will supply each subcontractor its plan when necessary.)
 3. The Corporate EEO Officer and Project EEO Officer will monitor the activities of each subcontractor to assure compliance with the EEO obligations. This monitoring activity will include meetings between the Project EEO Officer and representatives of the subcontractors, as deemed necessary, to discuss any difficulties or problems in subcontractor compliance.
 4. The Corporate EEO Officer will monitor all reports and records from subcontractors to ensure that complete and accurate information is received on a timely basis.

SECTION X

RECORDS AND REPORTS

- A. Interstate Highway Construction, Inc., will keep such records as are necessary to determine compliance with contractual EEO obligations. These records will be designed to indicate:
1. The number of qualified individuals with a disability and protected veteran individuals employed in each work classification on the project.
 2. The progress and efforts being made in cooperation with unions/trade organizations to increase employment opportunities.
 3. The progress and efforts being made in locating, hiring, training, qualifying and upgrading qualified individuals with a disability and protected veteran employees.
 4. The progress and efforts being made in securing the services of disadvantaged qualified individuals with a disability and protected veteran owned subcontractors and suppliers.
- B. All records will be retained for a period of three years following completion of the contract work and will be available at reasonable times and places for inspection by authorized representatives of the compliance agency.

EXHIBIT I
SCHEDULE OF RATES AND MARKUPS

SCHEDULE OF RATES AND MARKUPS FORM

Use this form and include Exhibit K and Exhibit L in their entirety at part of your proposal documents.

A. POSITION

| | |
|-----------------------------------|-----------------|
| Project Manager: | <u>\$102.19</u> |
| Project Superintendent: | <u>\$102.19</u> |
| Project Engineer: | <u>\$51.37</u> |
| Office Engineer: | <u>\$51.37</u> |
| Administrative Asst / Timekeeper: | <u>\$51.37</u> |

B. LABOR MARKUP

Labor Markup Percentage: 18%

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

C. MATERIAL MARKUP

Material Markup Percentage: 15%

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

D. EQUIPMENT MARKUP

Equipment Markup Percentage: 15%

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

E. SUBCONTRACTOR MARKUP

Subcontractor Markup Percentage: 12%

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

F. ENGINEERING AND SURVEY MARKUP

Engineering and Survey Markup Percentage: 12%

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

G. TESTING MARKUP

Testing Markup Percentage: 12%

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

H. PERMITS

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

I. SALES TAX, BOND AND INSURANCE

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

J. ADDITIONAL OR EXTRA WORK PERFORMED WITHIN A TASK ORDER

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

K. RETENTION

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

L. SUBCONTRACTORS

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

Exhibit J

ON-CALL CONSTRUCTION

TASK ORDER PROPOSALS AND EXECUTION PROCESS

Revised: January 2021

1 INTRODUCTION

1.1 THE FACILITY DESCRIPTION

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

1.2 GENERAL SCOPE

- 1.2.1 The Airport maintains on-call construction contracts to provide various construction work on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems and may involve various disciplines depending on the scope of the contract, including structural; mechanical; electrical; plumbing; life safety; fire alarm; fire protection; controls and automation; telecommunications; interior finishes; demolition; site surveying; site preparation, and materials testing. Conducting this construction work may include pre-construction planning; scheduling; cost estimating; permitting; mobilization; self-performance of work; subcontractor management; site supervision; quality control planning and management; safety planning and management; coordination with DEN stakeholders; participation in construction update meetings; and closeout activities. In addition to the types of projects described above, the Contractor may be tasked to participate in the design phase of a project by providing pre-construction services.
- 1.2.2 Should a Task Order scope of work require a discipline that is not currently represented on the Contractor's team, the Contractor will be requested to add that discipline as part of the team for that specific Task Order scope of work. Contractor will identify a specialty subcontractor for the required discipline and will submit the subcontractor's qualifications, personnel pay classifications, and agreed hourly billing rates for approval by DEN.
- 1.2.3 The term "Task Order" when it is used in this Agreement includes all of the work associated with the proposal preparation and construction management for any and all construction services as requested by the Senior Vice President of Airport Infrastructure Management Development (SVP of AIM Development) or the designated DEN representative.
- 1.2.4 Since this is a contract for on-call services, the Contractor is not guaranteed nor entitled to the issuance of any Task Orders. Task Orders may be negotiated with this or another existing On-Call Contractor or bid between existing On-Call Contractors and/or other active airport contractors.

2 CONTRACTOR'S SPECIFIC SCOPE OF WORK

2.1 CONTRACTOR SERVICES

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

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

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

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

2.2 TASK ORDER SCOPE OF WORK

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

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

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

2.3 TASK NOTICE FOR PROPOSAL

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

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

2.4 CONTRACTOR'S PERSONNEL ASSIGNED TO THIS AGREEMENT

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

2.5 DILIGENCE

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

2.6 COOPERATION

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

3 MISCELLANEOUS REQUIREMENTS

3.1 EXISTING FACILITY INFORMATION

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

3.2 AIRPORT SECURITY REQUIREMENTS

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

4 TASK ORDER EXECUTION

4.1 TASK ORDER NOTICE TO PROCEED

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

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

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

4.2 CONSTRUCTION

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

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

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

4.3 TASK ORDER CLOSEOUT

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

5 REFERENCED FORMS

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

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

END OF EXHIBIT

EXHIBIT K

EDI Plan



Date Submitted: 10/14/2022

RFP 202262810 Contract 202264912

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





PAST ENGAGEMENT OF UNDERUTILIZED BUSINESSES

IHC Scott has built a vast database of subcontractors suited to perform scopes of work necessary to complete the tasks that may be required on these task orders. Throughout our decades of business, we have engaged disadvantaged, minority owned, women owned and historically underutilized businesses to identify scopes of work available to include them in our bidding and construction processes. As with all of our subcontractors, we build a relationship with our MWBE business partners to develop trust and coordination to ensure success for all parties. Our open and honest approach keeps lines of communication open and fosters a team environment with our subcontractors.

Throughout our processes we work with MWBE businesses to identify potential hurdles keeping them from successfully bidding or building work with us and then collaborate with them to remove these hurdles. Removing these hurdles allows our subcontractors to bid on our projects fairly and competitively and ultimately join our team to complete our projects. Throughout the duration of our projects, the project management team (Project Manager and Superintendent) continually meets with our subcontractors to ensure they understand the schedule and the projects needs and that they are in a position to complete the work in a manner in which they too are successful. Depending on the project scope and project management, these meetings can be regular phone calls, meetings on site, or weekly subcontractor meetings depending on what is necessary. Subcontractor issues will be handled by reviewing previously agreed to contracts, scopes of work and schedules. If issues are outside of these IHC Scott and the subcontractor will review issues in detail and solicit insight from outside parties if need be.

We have a long-established history of meeting or exceeding project requirements throughout our time at DEN. IHC Scott engages the DSBO office early in a project to introduce all team members (Anthony Wiarda PM and assists with MWBE coordination alongside Kathy Berumen, Taylor Craig – Pay applications, B2G and LCP), fully understand the project requirements, develop a plan to ensure all proper reporting documents are submitted correct and timely and to develop for identifying and addressing any potential concerns.

INTERNAL PROMOTION

IHC Scott is an equal opportunity employer. Our company policy does not allow for discrimination of any kind and promotes an environment of equity, diversity and inclusion. We have a full Human Resources staff solely dedicated to ensuring all team members are trained in and follow our policies. All of our company employment practices of recruitment/hiring, employment development and advancement and training have either been developed or vetted by our HR staff. In addition to our HR staff, we have a training department, solely focused on building a training program focused on developing all of our employees and providing opportunities for advancement. This program also includes our state certified Apprenticeship Program which provides training, classes and on the job instruction to help our employees advance into supervisory positions and further their careers.

We value our relationships with our subcontractors. We understand our success is directly linked to our subcontractor's success and as such we maintain a philosophy of collaborating with our subcontractors. This collaboration is done to make sure all parties understand the project scope, schedule and quality requirements. Our coordination also allows us to fully identify potential issues and then, as a team, work through mitigations to address these issues to keep them from affecting the overall project cost and schedule. With an on-call contract



timing is typically a potential issue – especially for emergency services. IHC Scott has built relationships with different subcontractors located nearby to the airport to allow for quick responses.

In addition to the above, we have created an article series entitled “We Value People” in which we communicate more prolifically about our teammates and highlight why they love what they do, how they are empowered and to build a better team. All of this is done to build on and to celebrate our company culture and provide a workplace inclusive to all.

MWBE COORDINATOR

Kathy Berumen of Communication Connections Consulting (CCC) will be our MWBE Coordinator. She is a bi-lingual professional providing a strong emphasis on creating, applying, and managing Public Information, Small Business Utilization, and Workforce Development plans for large infrastructure projects. Her most recent experiences have been complex, urban design-build projects with combined values of more than \$3.5B. She facilitates multi-faceted plans by building robust awareness and engagement campaigns to keep project stakeholders and small businesses, informed and participatory. Her extensive experience in cross functioning with internal and external stakeholders provides leadership and vision across all spectrums of professional services. As a Denver native, she is intimately familiar with the Metro Denver area, its neighborhoods, residents, and community leaders.

Kathy’s team of professionals ensure small businesses, with their innovation and diversity, are utilized to the maximum extent practicable by strengthening and enhancing outreach efforts. These efforts are inclusive of large-scale events, one-on-one communications, creating MWBE plans and implementing and managing them to improve your small business contracting participation and its compliance through the life of the project. CCC encourages open dialogue between the owner, the contractor, the subcontractors, and high-level stakeholders and offers services designed to provide an elevated level of involvement and satisfaction. She will work directly with our Senior Project Manager, Anthony Wiarda, to create tailored Strategic Communication, Crisis Communication, and Small Business Utilization plans that focus on the distinct audiences involved in this project and manage these plans through the life of the project. Our bi-lingual (Spanish/English) trans-creation services ensure delivery of your message to a broad spectrum of small diverse businesses.

UTILIZATION STRATEGIES

Task orders are normally issued with minimal time to put a bid together or on an emergency T&M basis. Due to time constraints, IHC Scott first identifies items of work which can be performed by MWBE firms who are already known to be under contract on other jobs at Denver International Airport and who have worked at the Airport in the past. Once these MWBE firms are identified, IHC Scott will reach out with information about the individual task orders and ask firms to provide quotes on a list of work items each firm is qualified in. Included in the provided information is solicited work scope, anticipated schedule for the work items, and all associated owner requirements.

On Task Orders which allow flexibility of scheduling, IHC Scott will identify additional firms, through coordination with Kathy Berumen, the DSBO firm database, and outreach events, who are qualified to perform items of work associated with each individual task to provide information about the items or work each firm is



qualified for and inquire about interest in bidding. IHC Scott will ask for input on MWBE firm resource loads; and will take any limitations into account as allowed by Owner requirements. Should IHC Scott not award a contract to a firm, Anthony Wiarda will communicate with the firm's management to explain why they were not chosen for the work. We will also work with firms unfamiliar with working at DEN to educate and assist them in preparing for all insurance, badging, security, administrative and other items needed to successfully complete work at the airport. Assistance will be provided in a variety of ways ranging from: pre-bid meetings to discuss possible scopes and how pricing is expected from them, training on specific administrative details of working at DEN, one-on-one training of specific programs if they are not familiar and IHC Scott will provide DEN Specific contacts if needed.

Following this process will ensure IHC Scott reaches the maximum amount of businesses possible and gives them a fair opportunity to bid and build work at the airport. We are committed to not only meeting the goal (16% per Article 3), but exceeding it, while assisting the growth of MWBE businesses, maintaining cost and schedule effectiveness and providing a quality product for DEN. In the event that IHC Scott begins to fall short of the goal, Anthony Wiarda and Kathy Berumen will coordinate to find any MWBE businesses that are able to perform work previously not assigned to a MWBE business. If there is too much specialty work where a MWBE business cannot be found to cover the work, IHC Scott will document all efforts and submit a Modified Good Faith Effort letter to the DSBO office.

TECHNICAL ASSISTNACE

IHC Scott makes every effort to assist and support to our MWBE firms in a variety of different ways. The first part of this process starts during the bidding and subcontracting processes. During these processes, IHC Scott works with each MWBE firm to identify a firms' individual needs of assistance and/or support. Once each firms' needs are identified a plan is put into place to ensure support and assistance is provided. Some of the specific steps which may be implemented in any given assistance/support plan include but are not limited to:

- Joint check agreements for materials.
- Breaking out work items into specific operational functions to allow more opportunities for MWBE firms who may be specialized in specific aspects of a work item or may not be big enough to handle the full scope of a particular work item.
- Provide training for the different programs utilized by the City and County of Denver Construction Contract (this includes, but is not limited; ROCIP, LCP Tracker, Textura, B2G).
- Provide construction survey, survey of quantities, and quality control testing as required by the contract in lieu of making the smaller firms go out and find their own survey and testing agencies.
- Payments of insurance premiums when projects require specific coverages above and beyond industry norms.
- Weekly payment of MWBE subcontractors off their weekly invoices vs. making firms wait for payment based off monthly IHC Scott to owner billings to help ease cashflow issues.
- Provide concrete, when necessary, through a material purchase agreement.

Providing support such as this has enabled our subcontractors to grow their businesses and has kept our subcontractors returning to work with us.



PROCUREMENT PROCESS

IHC Scott has great relationships with many potential subcontractors along the Front Range. As the scope of the Task Orders is unknown until they are provided by DEN, IHC Scott doesn't have any committed subs for the project. We will utilize our previous relationships and our MWBE Coordinator to assist in soliciting proposals from potential MWBE contractors. This will benefit the project through preferred pricing and priority. Subcontractors without work history with IHC Scott will enter a vetting process prior to bidding, including but not limited to, prior project experience, litigation history, labor and equipment availability and schedule performance on prior work.

A request for pricing will be prepared for each package to include at a minimum, scope, bid items, plans and any pertinent information needed to quote the work. We are adept at building work packages suited for our MWBE contractors and we work with them throughout our projects to ensure their success and to improve upon their capabilities.

We utilize procurement software that will email the solicitation package out to all potential subcontractors and vendors. We follow up on those emails with phone calls to ensure the packet was received and to gauge interest in the project. Pre-bid meetings, via Teams, will be conducted for more technical and higher risk scopes of work. IHC Scott performs a quote comparison, backfilling any scope gaps and confirming separable scopes to ensure we have an accurate comparison, with a minimum of three quotes.

Potential items that may be subcontracted on these task orders may include:

- Survey
- Traffic Control
- Miscellaneous Concrete Structures
- Trucking
- Asphalt
- Quality Control Testing
- Erosion Control and Seeding

COMMUNICATION AND VENDOR MANAGEMENT

IHC Scott maintains consistent and open communication with all our MWBE businesses. This process begins at the outreach stage and continues throughout procurement and construction the project. IHC Scott attends outreach events at DEN to identify upcoming projects and interested subcontractors to partner with. Upon receipt of a task order to price, we engage with our vendors and subcontractors to identify scopes of work for which the subcontractor can bid. We work through the procurement to remove hurdles including but not limited to providing project schedules, training in safety requirement, reviewing terms and conditions and performance expectations.

Once awarded IHC Scott continues this process throughout the life of the project. We hold regular weekly meetings with all subcontractors to ensure the project requirements are understood and met. We also hold preconstruction meetings with our subcontractors in which the full scope is discussed along with all safety and



quality requirements. The IHC Scott Project Management team (Project Manager) assists our partners in document control and regularly confirm with them that they have all the current plans, procedures, quality requirements and information on any pertinent shutdowns.

IHC Scott also holds weekly meetings to review all the projects in progress at the airport. This allows our staff to understand the progress, issues and best practices that are occurring on each project. Time is set aside each day to train on topics such as: vendor management, change management, scheduling, project administration, safety and contract requirements. These regular meetings and trainings ensure our staff is completely prepared to handle any and all situations that may arise. Training will be provided by Taylor Craig, Anthony Wiarda, or Kathy Berumen.

PAST PERFORMANCE

IHC Scott is committed to promoting equity, diversity and inclusion in both our internal operations and with our subcontractors and community. Internally, we have systems and protocols in place that ensure all employees and potential employees are treated fairly throughout recruitment, training, development and succession planning. One of our cores values is that We Value People. This is not just a marketing statement, but an actual value ingrained in our culture. We provide an atmosphere in which all are able to perform at their highest level, while providing the training and resources to allow everyone to build upon their skills. By following this approach, we have grown our project staff and crews into a very diverse and equitable workforce.

IHC Scott carries this same philosophy into our business partnerships with our MWBE subcontractors. Throughout our decades of experience at DEN, we have engaged our MWBE partners to identify scopes of work suitable to them which allow for a successful project for all parties. As we have progressed with our work at DEN, many of our MWBE subcontractors have been able to grow their business and take on other responsibilities on our projects. IHC Scott has assisted in this process through bonding and insurance assistance, mentoring, prompt payment (in many cases before we were paid), and technical assistance. Our approach is to truly partner with our MWBE firms and to remove the hurdles that keep them from being successful. We understand our success is directly tied to their success. Promoting successful relationships with our subcontractors not only improves individual project performance, but also improves the overall capabilities of all firms in the construction industry.

In the past IHC Scott brought in American Sign (A MWBE firm) to the airport for traffic control on a project. They have since grown and now provide their services to many different contractors inside and outside of the airfield. We have also brought new trucking subcontractors to the airport and brought them onto our insurance so that they can have the limits required by the airport.

OUR CULTURE

IHC Scott has a reputation for tackling tough jobs that require work in extreme conditions or environmentally sensitive locations. A willingness to confront and conquer these challenges the first time around has been a hallmark of IHC Scott success. IHCS staff is currently 55% minority ranging from laborers in the field to Area manager. EDI is promoted within our company starting from the hiring process to promotions. Our dedication is powered by the core values upon which our company is built; Values that are not merely words on paper, but



a way of life. Our values are:

- We Value People
- Our Word is Our Bond
- Always Give a Full Measure
- Quality at the Best Value

These values guide our business and our approach to our fellow employees, owners and subcontractors. The most important asset on any of our projects is our people. Therefore, we treat all with fairness and integrity and strive to be equitable and diverse through all our recruitment, hiring, promotions and dealings with our owners and subcontractors.

We support and promote this atmosphere with our MWBE subcontractors as well. We expect our subcontractors to promote this same philosophy and work with them to provide the tools necessary to accomplish this. By doing what we say we are going to do and giving it our all we provide the framework for success on our projects and our subcontractors willingly come on board with us. By actively living these values out in our business our MWBE subcontractors continually seek to partner with us time and time again.

FUTURE INITIATIVES

At IHC Scott, we have amazing people who dedicate their skills and passions to make us the successful company we are. As part of our initiative to communicate more prolifically and celebrate our company culture, we have created an article series entitled "We Value People" and are beginning to write stories about some of our teammates and highlight why they love this industry. These stories are promoted within our company and build upon our culture of inclusiveness and highlight their impact to our company, the construction industry and how they have had an opportunity to grow. The first of these stories is about our Office Manager in Rifle, Colorado and highlighted how she has been able to succeed and grow in the construction industry after having transferred from the healthcare industry. Her story detailed how she was originally interested in construction but was scared away by the lack of women in the industry. She has taken on responsibilities above and beyond her office manager duties including some project management. Her move to and success in the industry is a testament to IHC Scott's dedication to diversity in the workplace.

In addition, IHC Scott has developed a new Equity and Diversity Committee in late 2020. This committee will be responsible for reviewing our current procedures and policies and identify areas for opportunity. The committee will develop initiatives to improve our culture and will report these to company management. Areas of focus will include:

- Mentoring/Development
- Recruitment
- Training
- Promotion of Equity, Diversity and Inclusivity

**ON-CALL AIRFIELD CONSTRUCTION SERVICES
CONTRACT NO. 202262810****Signatory Page**

This agreement has been executed by the signatories listed below. In addition to all applicable provisions of the MWBE Ordinance and any corresponding Rules and Regulations, IHC Scott shall comply with the requirements of the Approved Plan. Updates to this plan will be performed annually by IHC Scott and approved by DSBO, beginning in October 2023 or at the request of DSBO.

IHC Scott Project ManagerName (Print): Anthony WiardaAnthony Wiarda

Digitally signed by Anthony Wiarda
DN: C=US, E=awiarda@ihcscott.com,
O=IHC Scott, OU=Denver Area,
CN=Anthony Wiarda
Date: 2022.11.02 11:25:21 -06'00'

Date: 10/20/22**DSBO Assistant Director****(delegated authority by DSBO Director)**Name (Print): Brittany EroenBrittany EroenDate: November 3, 2022