DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR 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 **MILLSTONE WEBER, LLC**, a Missouri limited liability company and authorized to do business in the State of Colorado ("**Contractor** ") (collectively the "**Parties**").

W I T N E S S E T H

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 under Invitation for Bid No. 202266271-00, Runway 17L-35R Pavement Rehabilitation and Electrical Upgrades, at Denver International Airport ("**DEN**"); and

WHEREAS, a bid in response to said advertisement has been received by the Chief Executive Officer of DEN (the "**CEO**"), who has recommended that a contract for the work be made and entered into with Contractor, which was the lowest, responsive, qualified bidder; 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 the other terms and conditions of this Contract, the Parties agree as follows:

1. 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
- Notice to Proceed
- Form of Final Receipt
- Building Information Modeling ("**BIM**") if applicable
- Change Directives
- Change Orders
- Exhibit A Federal Appendices
- 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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

(2011 Edition) (the "Yellow Book") ("General Conditions")
(Table of Contents attached as Exhibit F)

- Exhibit G Performance Bond
- Exhibit H Payment Bond
- Exhibit I Technical Specifications
- Exhibit J Contract Drawings
- Exhibit K Invitation for Bids and Contractor's Response to Invitation for Bids
- Exhibit L Construction Safety and Phasing Plan

In the event of an irreconcilable conflict between a provision of Section 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. Exhibit A Federal Appendices
2. Contract
3. Change Directives
4. Change Orders
5. Exhibit B Equal Employment Opportunity Provisions
6. Exhibit E Special Conditions
7. Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the "**Yellow Book**") ("**General Conditions**") (Table of Contents attached as Exhibit F)
8. Exhibit C Insurance Requirements
9. Exhibit D Prevailing Wage Schedules
10. Exhibit I Technical Specifications
11. Exhibit L Construction Safety and Phasing Plan
12. Exhibit J Contract Drawings
13. Exhibit K Invitation for Bids and Contractor's Response to Invitation for Bids
14. Exhibit G Performance Bond
15. Exhibit H Payment Bond
16. Notice to Proceed
17. Form of Final Receipt
18. Building Information Modeling ("**BIM**") if applicable

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

2. SCOPE OF WORK:

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 Contract Documents (the "**Work**").

3. TERM OF CONTRACT:

The Senior Vice President of Aviation – Airport Infrastructure Management (the "**SVP-**

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

AIM") will issue a written notice to proceed to Contractor (the "**Notice to Proceed**"), and Contractor shall begin performing the Work required under this Contract within ten (10) days of such Notice to Proceed (the "**Commencement Date**"). Contractor shall fully complete the Work in its entirety within 140 consecutive calendar days from the date of the Notice to Proceed ("**Contract Time**"). Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

4. TERMS OF PAYMENT:

The City agrees to pay Contractor for the performance and completion of all of the Work as required by the Contract Documents, and Contractor agrees to accept as its full and only compensation therefor, a total amount of **Forty-One Million Seven Hundred Thirteen Thousand Four Hundred Forty Dollars and Thirteen Cents ($41,713,440.13)** (the "**Maximum Contract Amount**"). In no event will the City's liability exceed the Maximum Contract Amount, as adjusted by duly authorized Change Orders in accordance with this Contract. The Parties specifically agree that any performance by Contractor hereunder shall not subject the City to any cost, charge, or fee not specified above.

5. 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.

6. 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.

7. 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 the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("**Claims**"). This indemnity shall be interpreted in the

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

broadest possible manner consistent with the applicable law to indemnify the City.

B. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to 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 City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney 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 City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

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

8. 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.

9. LIQUIDATED DAMAGES:

If Contractor fails to achieve Substantial Completion of the Work within the Contract Time or fails to substantially complete the Work described in the Scope of Work within the time set forth in the Special Conditions, the City will suffer substantial damages, which damages would be difficult to accurately determine. The Parties hereto have considered the possible elements of damages and have agreed that the amount of liquidated damages for Contractor's failure to substantially complete the work within the Contract Time or to substantially complete the work described in Milestone Areas within the time set forth in the Special Conditions shall be as provided in the Special Conditions. 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 to Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and Special Conditions.

10. INSURANCE REQUIREMENTS:

A. Contractor shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in ***Exhibit C*** ("I**nsurance Requirements**") during the entire Term of

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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.

11. 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.

12. 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.

13. 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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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.

14. 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 or 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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.

20. PREVAILING WAGE REQUIREMENTS:

A. In addition to the Davis-Bacon Requirements contained in ***Exhibit 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 on January 25, 2023.

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

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

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

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

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

21. CITY PROMPT PAYMENT:

A. The City will make monthly progress payments to the Contractor for all services

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

performed under this Contract based upon the Contractor's monthly invoices or shall make payments as otherwise provided in this Agreement. 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, reproducible copies, and other deliverables are delivered to the City, and the Contract is otherwise fully performed by the Contractor. The City may, at the discretion of the SVP withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the SVP.

C. Prompt Pay of DBE Subcontractors. For contracts with federal funds to which Title 49 C.F.R. §26.29 applies, Contractor is required to comply with the Prompt Payment provisions under Title 49 C.F.R. §26.29, with regard to payments by Contractor to DBE subcontractors. Contractor shall make payment by no later than thirty (30) days from receipt by Contractor of the subcontractor's invoice.

22. OWNERSHIP AND DELIVERABLES:

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Contract on or before the day of the payment, whether a periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Contract. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Contract, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to six (6) years after termination of this Contract. Upon written request from the City, Contractor shall deliver any information requested pursuant to this 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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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 specified in Section 5.

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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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 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 DISADVANTAGED BUSINESS ENTERPRISE ("DBE") REQUIREMENTS:

A. Department of Transportation (DOT), 49 C.F.R. Part 26 ("**Part 26**") applies to this Project and will be incorporated into any contract entered into by the City and contained in the City and County of Denver Bid Documents. Contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate as further provided in Exhibit A. Consequently, Contractor must fully comply with the DBE requirements of Part 26 in bidding and performing hereunder.

B. Part 26 provides for the adoption of a good faith goals program, to be administered by the Division of Small Business Opportunity ("**DSBO**"). As such, each Contractor must comply with the terms and conditions of the Part 26 in making its bid and, if awarded the Contract, in performing all Work thereunder. Contractor's failure to comply with Part 26, any Rules or Regulations promulgated pursuant thereto, or any additional requirements contained herein may render a bid non-responsive and may constitute cause for rejection or, if awarded the Contract, termination of this Contract.

C. In accordance with the requirements of the Part 26, Contractor is committed to, at a minimum, meet the participation goal of twenty-two percent (22%) established for this Project utilizing properly certified DBE subcontractors and suppliers.

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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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

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

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.

(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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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]

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

Contract Control Number: PLANE-202266271-00
Contractor Name: MILLSTONE WEBER, LLC

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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

Contract Control Number: PLANE-202266271-00
Contractor Name: MILLSTONE WEBER, LLC

By: DocuSigned by: Thomas Kuhn 14B6324CDF0743D...

Name: Thomas Kuhn
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

EXHIBIT A

FEDERAL CONSTRUCTION CONTRACT PROVISIONS

A1.3 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A3.3 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4.3.1 BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included with the Invitation to Bid or other solicitation with their bid or offer.

A6.4.1 TITLE VI CLAUSES FOR 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.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

A6.4.5 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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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).

A7.3 CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

A8.3 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9.3 COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10.3 DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *www.dol.gov/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(ii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable

wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

   The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

   The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

   A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

   All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

   Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any

of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

    (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

    (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

    (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

A11.3.2 CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

Contractor, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. Contractor will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.

2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12.3.3 PRIME CONTRACTS (PROJECTS COVERED BY A DBE PROGRAM) DISADVANTAGED BUSINESS ENTERPRISES

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City and County of Denver. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City and County of Denver. This clause applies to both DBE and non-DBE subcontractors.

A13.3 TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

A14.3 ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

A16.3.1 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following:

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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 considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it 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) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. 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*: Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A16.3.2 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

   d. "Minority" includes:

      (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
      (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246. 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

A18.3 CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting its bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

A19.3 PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20.3 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

This Contract incorporates 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.

A21.3 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

A22.3 RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23.3.2 SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A24.3 CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

Contractor's Certification regarding Tax Delinquency and Felony Convictions, submitted with its bid or proposal, is incorporated by reference as if fully restated herein. No Federal funds shall be paid to any contractor who has been convicted of a Federal felony within the last 24 months; or who has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

A25.3.2 TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

A27.3 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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 f6r 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.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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 minority[1] and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade are as follows:

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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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
OWNER CONTROLLED INSURANCE PROGRAM (OCIP/ROCIP) PROJECT

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. 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 ROCIP Insurance Manual Section 4. Insurance requirements are determined based on the scope of work.

1.2 ROCIP Manuals

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

ROCIP Insurance Manual
ROCIP Safety Manual
ROCIP Claims Guide

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

Contractor and subcontractors of any tier shall require all Ineligible Parties, as defined in ROCIP Insurance Manual Section 4 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; if policy contains a general aggregate, a minimum limit of $2,000,000 annual aggregate must be maintained.

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 sold, 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.

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

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.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

3.2 Enrollment Required

Parties performing labor or services at the Project Site are eligible to enroll in the DEN ROCIP, unless they are Ineligible Parties (as defined in ROCIP Insurance Manual Section 4). 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 ROCIP Insurance Manual Section 4.6 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 with the structure. Products/Completed Operations coverage may extend for the statute of limitations/repose after final completion of the Project.

3.8.1.5 Builder's Risk Insurance

DEN shall maintain, Builder's Risk (and/or Installation Floater) in the amount of $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. General 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.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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 ROCP 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.
Ineligible/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 General 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 General 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.

- Scaffolding contractors (erecting and dismantling scopes of work 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 including companies providing supplemental services

- 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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

- Temporary labor employees (individuals working directly for the Contractor and not procured through a third party such as a Professional Employer Organization)

  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.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

Project Site:	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. *Items 1 through 4 above must be approved by the ROCIP Insurer and listed on the DEN ROCIP insurance policies.*
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.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

Exhibit D

PLANE-202266271

DENVER
THE MILE HIGH CITY

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.**

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

"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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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		

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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		

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

EXHIBIT E
SPECIAL CONDITIONS
Runway 17L-35R Pavement Rehabilitation and Electrical Upgrades

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:

1. Division 1 Specifications dated November 23, 2022
2. Division 2 Specifications dated November 23, 2022
3. Construction Drawings dated November 23, 2022
4. Construction Safety and Phasing Plan (CSPP) dated November 23, 2022

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.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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 Construction and Infrastructure Officer (EVP-CCIO) who reports to the CEO. Airport Infrastructure Management office, 9th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Senior Vice President - Infrastructure and Development (SVP-ID) who reports to the EVP-CCIO. 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-ID. 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-ID. 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: Brian Ward, Airport Infrastructure Management Office, 7th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249, phone 970-412-7367.

The CEO may from time to time substitute a different City official as the designated "SVP-ID" hereunder, and any such change will be effective upon the issuance of written notice to the Contractor which identifies the successor SVP-ID. The SVP-ID 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 General Provision Section 80-01, no more than sixty-five percent (65%) of the work may be subcontracted. If it is determined to be in the City's best interest, this

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

percentage may be modified throughout the course of the project by the SVP-ID with concurrence from the FAA.

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.

Contract Number	Description
202158849	Taxiway EE Construction
202366535	Runway 17L-35R Wildlife Hazard Mitigation, Phase 2

SC–7 PROSECUTION AND COMPLETION OF THE WORK:

The Work to be performed under the Contract is described in the Technical Specifications and Contract Drawings. The Contractor shall complete the Work within one hundred forty (140) consecutive calendar days from Notice to Proceed.

The Work to be performed under the Contract may be divided into the Milestone Areas which are described in the Technical Specifications or Contract Drawings. The Contractor shall complete the work included within these areas within the number of days set forth by the Project Manager.

	Milestone	Date of Completion (or, days from NTP)
1.	Milestone 1 (Overall Project)	NTP + 140 Calendar Days
2.	Phase 1A	NTP + 120 Calendar Days
3.	Phase 1B	NTP + 120 Calendar Days

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 as detailed in the table below, until substantial completion is achieved.

	Milestone	Liquidated Damages, Per Day
1.	Milestone 1 (Overall Project)	$25,000 per Calendar Day
2.	Phase 1A	$75,000 per Calendar Day
3.	Phase 1B	$25,000 per Calendar Day

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

Article IX of the Contract, General Provisions Section 80-08 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 **Total Contract BID Amount** shall include the cost of providing security services to maintain control and supervision of any and all airport perimeter security boundary breaches and

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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:

Covenant Aviation Security, LLC
1112 West Boughton Road
Bolingbrook, Illinois 60440

DEN Contact:
Covenant Aviation Security, LLC
(720) 222-4774

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

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

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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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

SC-10 CONSTRUCTION ACCESS

The work site is located at 8500 Pena Blvd, Denver, CO 80249, Runway 17L-35R Complex. The Contractor shall have access to the work site P Gates in vicinity of Access Gate 7. The Contractor is responsible for ensuring all of the Contractor's and Subcontractor's personnel have the ability to access and locate the areas of work where the scope is to be performed without additional escorting or supervision from DEN.

The City will not provide parking spaces for the Contractor's employees or subcontractor employees at the Airport. Arrangements for transportation and parking for all of its and its subcontractors' employees will be the responsibility of the Contractor. The 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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

Colorado Revised Statute 38-26-107 requires that in the event any person or company files a verified statement of amounts due and unpaid in connection with a claim for labor and materials supplied on this project, the City shall withhold from payments to the Contractor sufficient funds to insure the payment of any such claims. Should the City and County of Denver be made a party to any lawsuit to enforce such unpaid claims or any lawsuit arising out of or relating to such withheld funds, Contractor agrees to pay to the City its costs and a reasonable attorney's fee. Because the City Attorney Staff does not bill the City for legal services on an hourly basis, Contractor agrees a reasonable fee shall be computed at the rate of two hundred dollars ($200) 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 II-15 of the Instructions to Bidders. 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-

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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 Procurement 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.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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

SC-25 CONFIRMATION OF LAWFUL EMPLOYMENT

General Condition 311 is deleted in its entirety and replaced by:

311 No employment of a worker without authorization to perform work under the agreement.

1. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

2. The Contractor certifies that:

   A. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

   B. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

   C. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

   D. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

   E. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

   F. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

3. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

EXHIBIT F

City and County of Denver

DENVER
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.

MILLSTONE WEBER, LLC
Contract No. 202266271-00

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

CONSTRUCTION CONTRACT GENERAL CONDITIONS
TABLE OF CONTENTS

309 CONTRACTOR SUBMITTALS AND OTHER WRITTEN COMMUNICATIONS TO THE CITY 10
310 COMPENTENCE 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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

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

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

Exhibit G

BOND #30177350

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Millstone Weber, LLC, a corporation organized under the laws of the State of Missouri, hereinafter referred to as the "Contractor" and Western Surety Company, a corporation organized under the laws of the State of South Dakota, 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 Forty One Million Seven Hundred Thirteen Thousand Four Hundred Forty and 13/100 Dollars ($ 41,713,440.13), 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 Contract No. IFB No. 202266271, Runway 17L-35R Pavement Rehabilitation and Electrical Upgrades, at 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)

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

Millstone Weber, LLC
601 Fountain Lakes Blvd., St. Charles, MO 63301
CONTRACTOR

By:_____
President Christopher L Gottman,P.E.

Western Surety Company
151 N. Franklin Street, Chicago, IL 60606
SURETY

By:_____
Attorney-in-Fact Andrew P. Thome, 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:

KERRY TIPPER, Attorney for the City and County of Denver

By:_____
Assistant City Attorney

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

Exhibit H

BOND #30177350

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Millstone Weber, LLC, a corporation organized under the laws of the State of Missouri, hereinafter referred to as the "Contractor" and Western Surety Company, a corporation organized under the laws of the State of South Dakota, 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 Forty One Million Seven Hundred Thirteen Thousand Four Hundred Forty and 13/100 Dollars ($41,713,440.13), 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. IFB No. 202266271, Runway 17L-35R Pavement Rehabilitation and Electrical Upgrades, at 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]

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

Millstone Weber, LLC
601 Fountain Lakes Blvd., St. Charles, MO 63301
CONTRACTOR

By:_____
President Christopher L Gottman, P.E.

Western Surety Company
151 N. Franklin Street, Chicago, IL 60606
SURETY

By:_____
Attorney-in-Fact Andrew P. Thome, 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:

KERRY TIPPER, Attorney for the City and County of Denver

By:_____
Assistant City Attorney

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

EXHIBIT I

TECHNICAL SPECIFICATIONS

Denver International Airport
Contract No. 202266271

Millstone Weber, LLC
Runway 17L-35R Pavement Rehabilitation
and Electrical Upgrades

Incorporated by Reference as found in File # 20230035
at the Denver Office of the Clerk and Recorder

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

EXHIBIT J

CONTRACT DRAWINGS

Denver International Airport
Contract No. 202266271

Millstone Weber, LLC
Runway 17L-35R Pavement Rehabilitation
and Electrical Upgrades

Incorporated by Reference as found in File #20230036
at the Denver Office of the Clerk and Recorder

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

EXHIBIT K

INVITATION FOR BIDS AND CONTRACTOR'S RESPONSE TO INVITATION FOR BIDS

Denver International Airport
Contract No. 202266271

Millstone Weber, LLC
Runway 17L-35R Pavement Rehabilitation and Electrical Upgrades

Incorporated by Reference as found in File #20230037
at the Denver Office of the Clerk and Recorder

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

Exhibit L

Runway 17L-35R Pavement Rehabilitation and Electrical Upgrades

DESIGN CONTRACT NO. 202158411, TASK 3
CONSTRUCTION CONTRACT NO. 202266271

CONSTRUCTION SAFETY AND PHASING PLAN

***Issued for Construction*,**
March 10, 2023

CITY & COUNTY OF DENVER
DEPARTMENT OF AVIATION

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

1. COORDINATION

During construction, airport operational safety is of paramount importance. Coordination of project information to all individuals involved with the project is essential for ensuring that safe operations are maintained at all times. In order to minimize potential for incidents during construction, it is imperative that all individuals involved with the project and/or airport users be kept informed of any and all changes to operations. Discussions of operational safety will need to take place throughout the entire life of the project, including design, bidding, pre-construction, and construction. Meetings between the Denver International Airport (DEN) Project Manager, DEN Operations, contractor, sub-contractors, and airport users will be required to discuss specific project related impacts to operations. Denver International Airport is ultimately responsible for the safety at the airport. Notice to users of operational changes due to construction will be issued via NOTAMS by the airport. No closures will be permitted without the pertinent NOTAM in place for each specific closure. Emergency access for both airport Aircraft Rescue and Fire Fighting (ARFF) and off-airport (Police, Fire, and EMT) based emergency service shall be maintained at all times. Routing for such traffic shall be determined and made known to all supervisor personnel involved in the construction project. Final detailed coordination of the ARFF and other emergency vehicle access shown in the phasing plans will be verified by the Contractor and approved by the DEN Project Manager and DEN Operations.

A pre-construction meeting will be held after the project has been awarded and prior to the contractor beginning work. The Airport staff and the Contractor's on-site supervisory staff shall be present. Safety and this document will be a significant topic on the agenda. Operational safety during construction will be a main topic of discussion at the pre-construction meeting.

A. CONTRACTOR PROGRESS MEETINGS

The Contractor is required to have weekly construction progress meetings to discuss all relevant construction topics including safety reminders, scheduling, and general construction issues. Operational safety will be a standing agenda item for discussion during these progress meetings. A review of the Contractor's adherence to the project's Construction Safety and Phasing Plan (CSPP) will be made at each meeting. Any deficiencies or violations will be identified and remedied. In attendance will be the Contractor, the DEN Project Manager, the DEN Operations Manager, and any other pertinent personnel. The location and time of the weekly meetings will be determined during the pre-construction meeting.

B. SCOPE OR SCHEDULE CHANGES

In the case of a scope or schedule change, the Contractor shall notify the DEN Project Manager or his/her representative immediately. All parties involved will need to evaluate the impact(s) of the change and will determine what measures will need to be taken to maintain a safe construction site. Change in the scope or duration of the project may necessitate revisions to the Construction Safety and Phasing Plan (CSPP).

C. FAA ATO COORDINATION

The FAA ATO will need to be notified immediately of any changes that affect aircraft movement within the airport which include airway facility shutdowns and restarts. The Airport will be in responsible for coordinating any required NOTAMS to the FAA ATCT.

Airfield Lighting within the project area will be disabled when work necessitates the closure of an active area. This includes taxiway lighting and signage systems. Coordination between the

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

Contractor, DEN Project Manager, and FAA Facilities will be required to shut down all equipment during construction. Early coordination with the FAA ATO and Facilities will be conducted by the Airport to ensure the timely schedule of shutdowns of equipment and operational areas. A 45-day minimum notice is required using the Strategic Event Coordination (SEC0 Form 6000.26 for shutting down NAVAIDS owned or maintained by the FAA.

2. PHASING

All work within this project is contained within one milestone, some of which are further broken down into separate phases. The one milestone contains all work for Schedules I and II (Federal), and Schedule III (Non-Federal).

The phasing proposed for this project was developed with help from the Airport and is considered to be the most effective way of maintaining the required airport personnel / LAR access through the area, while imposing the least amount of impact on contractor operations, and without sacrificing safety.

A. PHASE ELEMENTS

1. Milestone 1, Phase 1A, 1B, and 1C – Schedules I – III

Areas Closed to Aircraft Operations

Construction completed for this milestone consists of pavement removal and replacement, obliteration and installation pavement markings, spall and joint repair limited grading activities, along with the installation of new or rehabilitation of existing airfield signs, lighting, and electrical cable, and other miscellaneous work on the Runway 17L-35R Complex.

The construction operations will be within the Runway and Taxiway Object Free Areas and Safety Areas. The runway will be closed for the duration of Milestone 1, Phase 1A. Portions of taxiways shown in Milestone 1 will be closed at different times during the Milestone 1 duration.

The Contractor will be given **140** days to complete the work for Milestone 1. The Contractor will be allowed to work 7 days a week with 24-hour access to the project site. During all construction hours, the Contractor will have unlimited access to specific closed project areas within the boundaries established on the attached construction phasing plan sheets. Work hours as detailed in this report may be altered at the Airport's discretion.

Prior to the commencement of construction operations, the Contractor shall coordinate with the DEN Project Manager and DEN Operations to ensure that the runway and all taxiways within the project area have been NOTAM closed and that all air operations are clear of the closures. All NOTAMs will be issued by the Airport for all closures of airfield pavements within the project limits. Upon confirmation of closures, the Contractor will be required to place all approved runway closure markers, low-profile flasher barricades, tubular flasher barricades, traffic cones, and traffic guidance signs as detailed on sheets G-060 and G-061.

Duration of Closures

<u>Phase 1A</u>

All pavement on the runway will be closed during this phase. All pavements on Taxiway P will be closed during this phase. All pavements on Taxiway Connectors P2 through P9 will be closed during this phase. Taxiways EA, EC, and ED will be closed during this

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

phase. See sheet G-043 for specific phase limits. Phase 1A will be closed for the first 120 calendar days of the milestone.

Phase 1B

Taxiway P7 between Taxiways P and ED will be closed during this phase. The work in Phase 1B will occur on Taxiway P7 outside the TOFA of Taxiway P and TOFA of Taxiway ED. See sheet G-045 for specific phase limits. Phase 1B will be closed for 120 calendar days which will occur concurrently with Phase 1A.

Phase 1C

A portion of Taxiway P will be closed from a point located north of Taxiway Connector EA though a point located south of Taxiway Connector P6. See sheet G-046 for specific phase limits. Phase 1C will be closed for 140 calendar days, of which the first 120 calendar days will occur concurrently with Phases 1A and 1B.

Taxi Routes

Phase 1A and 1B

During this phase, no taxi routes are open on the Runway 17L-35R complex. Barricades will be placed on the east Runway 17R-35L holdbars on Taxiways EA and EC, and outside the Object Free Area of Taxiway M on Taxiway ED.

Phase 1C

During this phase, a portion of Taxiway P is closed between Taxiways P6 and EA, preventing aircraft from traveling on Taxiway Connectors P2, P3, and P4. During this phase, aircraft can access Runway 17L-35R via Taxiway Connector EA on the 35R end, and Taxiway Connectors P6 thru P9 and Taxiway Connector ED on the 17L end. Aircraft landing on Runway 35R will be able to exit onto Taxiway P via Taxiway Connectors P6 thru P9 and Taxiway Connector ED. Aircraft Landing on Runway 17L will exit at Taxiway EA, then proceed west, holding short of Runway 17R-35L. Barricades will be placed outside the Object Free Area of the open pavement surrounding closed project area.

ARFF Access Routes

In the event of an emergency, ARFF access to the project will be via Taxiway EC for Phases 1A, 1B, and 1C. Barricades placed at the entrance of the work area will be spaced to allow for the passage of ARFF equipment. If any pavement areas are under construction, they will be delineated by barricades or cones to identify hazard areas for vehicular and ARFF access.

Phase 1A will require specially phased ARFF access to allow for emergency vehicles to access Runway 8/26 via Great Rocks Road, and Runway 17R-25L via Taxiway EC, Electra Street, 84th Avenue, and Allium Street. These phases require certain concrete panels to be removed and replaced prior to the removal of additional panels on Taxiway P between Taxiways EC and ED. These phase breakouts can be found on Sheet G-044.

Phase 1C will require ARFF access through the portion of the project south of Taxiway P6 and the midfield access road. The Contractor will be required to minimize equipment on this portion of Taxiway P during this phase to allow unrestricted access for ARFF vehicles. During this phase, the Denver Fire Department staging and response areas will be temporarily amended to have ARFF vehicles stage at the Taxiways P and EC intersection, as well as on the Runway 17L-35R midfield access road.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

Construction Staging

The Contractor's staging area will be determined when the Contractor is awarded the project. The Contractor's staging area will not impact any airfield operations or cause potential obstructions to DEN airspace, approaches, or Part 77 surfaces.

Sufficient area will be made available to the Contractor for the storage of all material. All contractor equipment and material will be required to be stored at the staging area during idle periods of contractor operations. All employees will be required to park offsite except for those employees that have driving privileges on the airfield.

Construction Access and Haul Routes

The construction access and haul route to and from the contractor staging area to the project site for each phase will be on a pre-determined route shown on the attached project plan sheets.

Section 5 of this document describes how the Contractor will access the project work area.

Impacts to NAVAIDS

Airfield lighting will be disabled within the Milestone 1 limits for the entire duration of Phases 1A and 1B. This includes runway and taxiway lighting and signage systems within the Milestone 1 limits. In addition, all Precision Approach Path Indicators (PAPI), Approach Lighting Systems (ALS), Runway Visual Range (RVR) equipment, and Instrument Landing System (ILS) equipment, including localizer antennas and glide slope antennas associated with Runway 17L-35R will be shut down for the duration of Phases 1A and 1B. Coordination between the Contractor, DEN Project Manager, and FAA Facilities will be required to shut down all equipment during construction. Early coordination with the FAA ATO and Facilities will be conducted by the Airport to ensure the timely schedule of shutdowns of equipment and operational areas.

Prior to opening the Runway 17L-35R Complex at the completion of the project, coordination between the Contractor, DEN Project Manager, and FAA Facilities will again be required for restoring the runway and taxiway lighting and signage systems, PAPI's, ALS's, RVR's and all ILS equipment to ensure all systems are operational prior to opening Runway 17L-35R and associated taxiways.

During Phase 1C, all NAVAIDS will be active. Only taxiway lighting and signage will be turned off to indicate the closed area.

Lighting and Marking Changes

With the closure of the Runway 17L-35R complex, no temporary lighting adjustments or markings will be required. All impacted lighting/sign circuits leading into the closed pavement for the project area will be shut down or covered during the project duration.

Available Runway Length

This section is not applicable for this Milestone.

Declared Distances

This section is not applicable for this Milestone

Required Hazard marking and Lighting

Both low profile lighted barricades and other traffic delineators will be used to delineate closed AOA pavements and limits of construction or hazardous areas. All barricades

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

will be placed outside of active runway safety areas and taxiway object free areas and will be spaced according to AC 150/5370-2G to prevent unauthorized access.

Contractor shall use traffic cones to delineate individual areas of construction within the project site. This will notify vehicles and persons of hazards areas on the runway and taxiways.

Lead Times for Required Notifications
Coordination between the Contractor and DEN Project Manager must be maintained to ensure for the timely notifications for all construction activities, runway/taxiway closures, and NAVAID / equipment shutdowns. Notifications shall be a regular discussion item for all preconstruction and construction meetings.

B. CONSTRUCTION SAFETY DRAWINGS

Sheets G-011 through G-014 and G-041 thru G-046 and G-060 thru G-061 are attached at the back of this document show schedule limits and durations, barricade placement, haul routes and contractor access locations, and other pertinent information to assist with a safety plan for this project. Construction Safety Drawings will also be included in the construction plans.

3. AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY

All work within the Airport Operations Area shall be accomplished in conformance to Advisory Circular 150/5370-2G, *Operational Safety on Airports During Construction*. The contract drawings include information regarding requirements for operational safety on the airport during construction. **The Contractor shall prepare a detailed Safety Plan Compliance Document (SPCD) as stated in the Advisory Circular 150-5370-2G prior to construction**. The Contractor's SPCD shall identify specific methods, sequencing, phasing that he/she intends to use in order to meet the safety requirements detailed in this Construction Safety and Phasing Plan (CSPP) and those required per AC 150/5370-2G. The SPCD will also provide the proper safety measures and procedures for open manholes, trenches and removed concrete panel voids during construction. The final SPCD shall be the result of a coordinated effort between the Owner/Sponsor, the Engineer, and the Contractor.

The Contractor shall adhere to the approved CSPP and SPCD as agreed upon by the DEN Project Manager, DEN Operations, and Contractor. Modifications or deviations from the approved safety plan shall be submitted to the Airport for review and approval prior to implementation.

A. IDENTIFICATION OF AFFECTED AREAS

Phase 1A
All pavement on the runway will be closed during this phase. All pavements on Taxiway P will be closed during this phase. All pavements on Taxiway Connectors P2 through P9 will be closed during this phase. Taxiways EA, EC, and ED will be closed during this phase. See sheet G-043 for specific phase limits.

Phase 1B
Taxiway P7 between Taxiways P and ED will be closed during this phase. The work in Phase 1B will occur on Taxiway P7 outside the TOFA of Taxiway P and TOFA of Taxiway ED. See sheet G-045 for specific phase limits.

Phase 1C
A portion of Taxiway P will be closed from a point located north of Taxiway Connector EA though a point located south of Taxiway Connector P6. See sheet G-046 for specific phase limits.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

B. MITIGATION OF EFFECTS

Mitigation efforts will include, but not limited to, the following:

Limiting the number of vehicles and equipment within the AOA to only essential equipment and vehicles required for contractor operations. Contractor's equipment not scheduled to be used within seven days will be required to be stored at the Contractor staging area and all employee parking will be outside of the AOA.

All essential equipment and material shall be placed in a designated location outside of all runway and taxiway object free areas when the Contractor is not working.

All contractor employees shall be informed of all safety requirements and project limits.

Airport personnel, Contractor personnel, and Development personnel shall discuss construction safety during the required weekly construction progress meetings as mentioned in Section 1 of this document.

Minimizing impacts to Xcel Energy and FAA Communication utilities through early coordination, strategic planning, and project execution if necessary.

4. PROTECTION OF NAVIGATION AIDS (NAVAIDS)

There will be several NAVAIDS that will be impacted during Milestone 1.

Airfield lighting will be disabled within the Milestone 1 limits for the entire duration of Phases 1A and 1B. This includes runway and taxiway lighting and signage systems within the Milestone 1 limits. In addition, all Precision Approach Path Indicators (PAPI), Approach Lighting Systems (ALS), Runway Visual Range (RVR) equipment, and Instrument Landing System (ILS) equipment, including localizer antennas and glide slope antennas associated with Runway 17L-35R will be shut down for the duration of Phases 1A and 1B. Coordination between the Contractor, DEN Project Manager, and FAA Facilities will be required to shut down all equipment during construction. Early coordination with the FAA ATO and Facilities will be conducted by the Airport to ensure the timely schedule of shutdowns of equipment and operational areas.

Prior to opening the Runway 17L-35R Complex at the completion of the project, coordination between the Contractor, DEN Project Manager, and FAA Facilities will again be required for restoring the runway and taxiway lighting and signage systems, PAPI's, ALS's, RVR's and all ILS equipment to ensure all systems are operational prior to opening Runway 17L-35R and associated taxiways.

During Phase 1C, all NAVAIDS will be active. Only taxiway lighting and signage will be turned off to indicate the closed area.

5. CONTRACTOR ACCESS

All individuals employed at the Airport, or working on DEN property, must obtain an Airport Identification (ID) Badge. Airport ID Badges will be issued by Airport Security 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 company, or changing employers, must obtain an Airport ID Badge for each company. Badge Color indicates general areas of authorization in relationship with direct support of an individual's job function. The respective classes of Airport ID Badges, indicated by badge color and associated driving privilege icon, describe driving privileges in direct correlation with their job function.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

The individual must complete a Denver International Airport Fingerprinting and Badge Application, on a form prepared and currently approved by Airport Security. Two valid forms of identification must be presented with the application, one of which must be 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 each individual requesting an Airport Identification Badge. Denver International Airport Fingerprinting and Badge Application are available from the Airport Security Offices.

The individual must view a training video 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.

A. LOCATION OF STOCKPILED CONSTRUCTION MATERIALS

The location of the Contractor's stockpile for construction materials will be at the designated staging area or at an on-site location approved by the DEN Project Manager as discussed in the pre-construction meeting.

B. VEHICLE AND PEDESTRIAN OPERATIONS

1. Construction Site Parking

Construction site parking will be outside of the AOA at DEN and will be at the approved locations as discussed in the pre-construction meeting. Only essential vehicles will be allowed onto the airfield.

2. Construction Equipment Parking

Construction equipment parking will be allowed at the approved locations as discussed in the pre-construction meeting. If the equipment must be parked in an Airport Operations Area (AOA), the equipment must be lighted with a beacon per AC 150/5370-2G. No equipment or material shall be parked or stored in any runway or taxiway safety area or object free area.

3. Access and Haul Routes

The Contractor shall obtain approval from the DEN Operations and DEN Project Manager prior to utilizing any haul routes within the airport property. The haul routes shall be utilized for all equipment traffic, and the equipment shall not be allowed to stray or wander away from the established routes. The haul routes shall be the responsibility of the Contractor and shall be maintained and kept in good order at all times. Since construction operations will be within active airport operation areas, the airport will require additional dust control measures be used on haul routes and the work area in order not to interfere with airport operations. The Contractor must use a vacuum truck that does not create airborne dust to clean paved surfaces. Haul routes that cross any active taxiway or movement areas shall be kept clean and in good order at all times. The Contractor shall be prepared at all times to repair any damage caused by the movement of equipment on any of the haul routes at the direction of the DEN Operations or DEN Project Manager, whether in designated or undesignated areas. Establishment of haul routes off Airport property shall be the sole responsibility of the Contractor. The Contractor will be required to verify the access gate to be used for the project prior to the start of construction and revise the haul routes as necessary.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

Contractor movement shall be restricted to the access/haul routes as described below:

For Milestone 1, the Contractor will enter the AOA via Gate G7, head east on E 71st Avenue, then east on E 70th Avenue until it turns north and changes to Allium Street. From Allium Street, the Contractor will have access to turning east on Taxiways EA and EC to arrive in the project site.

If Phase 1B is not completed when Phase 1A opens to aircraft traffic, the contractor will enter the AOA via Gate G7, head east on E 71st Avenue, then east on E 70th Avenue until it turns north and changes to Allium Street. The contractor will take Allium Street north and turn east on 84th Avenue, turn north on Electra Street, and arrive at Taxiway P7.

For Phase 1C after Phase 1A is opened to aircraft traffic, the contractor will enter the AOA via Gate G7, head east on E 71st Avenue, then east on E 70th Avenue until it turns north and changes to Allium Street. The contractor will take Allium Street north and turn east on 84th Avenue to Taxiway P, turn south on Taxiway P, and arrive at the project site.

All concrete and asphalt removed from the project will be delivered to the South Recycle Yard, located on E 71st Ave outside the fence. The contractor will leave the AOA via Gate G7, and head west on E 71st Avenue to the recycle yard.

4. Marking and Lighting of Vehicles

All vehicles operating within the AOA and in the movement areas must clearly identify themselves for control purposes. The identification symbols should be a minimum 8-inch block-type characters of a contrasting color and easy to read. They may be applied either by using type or a water-soluble paint to facilitate removal. Magnetic signs are also acceptable.
To operate in those areas during daylight hours, the vehicle must have a flag (day only) or beacon (day or night) attached to it. Any vehicle operation on the movement areas during hours of darkness or reduced visibility must be equipped with a flashing dome-type light. Marking and lighting shall be in conformance with FAA Advisory Circular 150/5210-5D, *Painting, Marking, and Lighting of Vehicles Used on an Airport.*

5. Description of Proper Vehicle Operations

Proper vehicle operations are described as confirming to all rules and regulation for driving as directed by the Denver International Airport.

6. Required Escorts

When any vehicle, other than one that has prior approval from the airport operator, must travel over any portion of an aircraft movement area or limited access routes, the vehicle will be escorted and properly identified. To operate in those area during daylight hours, the vehicle must have a flag (day only) or beacon (day or night) attached to it. Any vehicle operation on the movement areas during hours of darkness or reduced visibility must be equipped with a flashing dome-type light. Any work or access outside of the approved site limit barricades will require coordination with Airport Operations and an escort by DEN QA.

It is not anticipated that this project will require traveling on active taxiways and/or runways.

7. Training Requirements of Vehicle Drivers

If an individual requests Driver Authorization, a valid driver's license and a secondary form of identification (passport, social security card, etc.) must be presented and the individual must

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

view a training video on Denver Municipal Airport System Rules and Regulations, as they pertain to overall Movement of Vehicles in the Restricted Area and pass a corresponding test to assure understanding of the Rules and Regulations. More information can be found on the training requirements of vehicle drivers at www.flydenver.com/badging.

8. Situational Awareness

Vehicle drivers must confirm by personal observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to airport operations. In addition, it is the responsibility of the escort vehicle driver to verify movement/position of all escorted vehicles at any given time.

9. Maintenance of the Secured Area of the Airport

Airport operators and contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel.

In addition, all personnel must either be badged or escorted while working in the AOA. Badge holders are responsible for escorted personnel at all times to ensure that security of the airport is maintained.

Because the Airport is subject to 49 CFR Part 1542, *Airport Security*, even during construction, the Airport must meet standards for access control, movement of ground vehicles, and identification of construction contractor and tenant personnel.

6. WILDLIFE MANAGEMENT

All wildlife management within the Airport Operations Area shall be accomplished in conformance to Advisory Circular 150/5200-33C, *Hazardous Wildlife Attractants On or Near Airports*, and Certalert 98-05, *Grasses Attractive to Hazardous Wildlife*. In general, the Contractor must carefully control and continuously remove waste, loose material, and/or areas of standing water that might attract wildlife.

A. TRASH

The Contractor is responsible to complete a daily inspection of the construction site for any trash or objects that might attract wildlife.

B. STANDING WATER

Because standing water can attract wildlife, the Contractor is responsible to complete a daily inspection of the construction site for any standing water. With the discretion of the DEN Operations and DEN Project Manager, the Contractor shall remove this hazard.

C. TALL GRASS AND SEEDS

The Contractor will install seeding and hydromulch with a seed mix approved by USDA Wildlife and as specified in the *T-901 Seeding* and *T-908 Mulching* specifications for this project or as directed by the DEN Operations and DEN Project Manager.

D. POORLY MAINTAINED FENCING AND GATES

The Contractor shall be required to maintain all fences and gates throughout the duration of the project, to the satisfaction of the Airport.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

E. DISRUPTION OF EXISTING WILDLIFE HABITAT

The Contractor shall contact Airport Emergency Dispatch at 303-342-4211 when a wildlife sighting has occurred on the project site to mitigate any disruption to the existing wildlife habitat.

7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

The presence of FOD taxiways and runway is a significant safety concern, as debris can be ingested into an aircraft's engine causing extensive damage, or can be launched across the area by jet blast, potentially causing bodily injury or damaging other aircraft. Materials capable of creating FOD must be continuously removed during the construction project. The Contractor is required to keep all taxiways outside of the project area, open to aircraft and free from FOD at all times. The Contractor is required to maintain FOD several times a day and to the satisfaction of the DEN Project Manager. Prior to opening any pavement to aircraft, the contractor shall conduct a sweep of the pavement to verify that it is FOD free. DEN Airport Operations will inspect the Milestones 1, 2, 3, and 4 areas prior to opening these areas to aircraft and the contractor will be required to immediately address any areas of concern or FOD identified by DEN Operations.

8. HAZARDOUS MATERIAL (HAZMAT) MANAGEMENT

This project may encounter soil or groundwater that is contaminated with PFAS. Any excavation wasting or dewatering must be tested, tracked, and disposed of in accordance with DEN Environmental requirements.

The Contractor to maintain on-site Safety Data Sheets (SDS) for all hazardous materials in use as part of their construction operations. The Contractor will need to maintain spill kits on-site, report all fuel or oil spills in excess of 5 gallons, and report all spills of any volume for other hazardous materials.

9. NOTIFICATION OF CONSTRUCTION ACTIVITIES

A. MAINTENANCE OF A LIST OF RESPONSIBLE REPRESENTATIVES/POINTS OF CONTACT

Agency Name	Telephone No.
Fire, Rescue, Operations	(303) 342-4200
Denver Police Department	(303) 342-4211
Project Manager	To Be Determined
ID Badging	(303) 342-4300
Airport Security	(303) 342-4307
Vehicle Permits	(303) 342-4308
Driver Qualification	(303) 342-4310

The Contractor is to work with the DEN Project Manager to include all other necessary points of contract in the SPCD that are not included in the table above.

Contractor will be required to supply a phone number for Contractor representative who can be notified 24 hours per day, 7 days per week for the duration of the Construction operations and can mobilize appropriate staff to mitigate any safety or security issues that arise.

Table needs to include local contact for ATCT as well as Tech Ops

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

B. NOTICES TO AIRMEN (NOTAM)

Only DEN Operations may initiate or cancel NOTAMs on airport conditions and is the only entity that can close or open a runway. The DEN Operations must coordinate the issuance, maintenance, and cancellation of NOTAMs about airport conditions resulting from construction activities and must provide information on closed or hazardous conditions on airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The Contractor must notify the DEN Operations and DEN Project Manager when scheduling/scoping for the project has changed that would require a modification to the NOTAMs.

C. EMERGENCY NOTIFICATION PROCEDURES

In an event of an emergency, the Contractor shall notify the DEN Operations and DEN Project Manager. If necessary, the Contractor shall contact Airport Emergency at 303-342-4211.

D. COORDINATION WITH ARFF PERSONNEL

In an event that the Contractor must coordinate construction activities with ARFF Personnel, the Contractor will notify the DEN Operations or DEN Project Manager. The DEN Operations or DEN Project Manager will be responsible to notify the event to ARFF Personnel.

E. NOTIFICATION TO THE FAA

Any person proposing construction or alteration of objects that affect navigable airspace, as defined in 14 CFR Part 77, must notify the FAA through DEN Airport Planning. This includes construction equipment and proposed parking areas for this equipment.

In the event of damage to any NAVAID equipment as a result of construction operations, the Contractor shall immediately cease operations in the vicinity of the NAVAID and notify both the Resident Project Representative (RPR) and DEN - Operations. The Airport shall notify the FAA about the event by contacting 1-866-432-2622. No construction operations shall commence in the vicinity of the damaged NAVAID until a written mitigation plan is prepared by the Contractor and reviewed/accepted by the Airport.

10. INSPECTION REQUIREMENTS

A. DAILY (OR MORE FREQUENT) INSPECTIONS

Inspections shall be conducted daily and more frequently, if necessary, to ensure conformance with this document. The checklist provided in the Advisory Circular 150/5370-2G Appendix D, *Construction Project Daily Safety Inspection Checklist*, shall be used and completed by the Contractor.

B. FINAL INSPECTIONS

Final inspections shall be conducted after every construction milestone is complete as detailed in Section 2 of this document. The checklist provided in the Advisory Circular 150/5370-2G Appendix D, *Construction Project Daily Safety Inspection Checklist*, shall be completed by the Contractor to the Airport's satisfaction.

11. UNDERGROUND UTILITIES

The Contractor shall attempt to locate all underground cables and other sub-surface utilities prior to construction. Coordination among the Contractor, DEN Project Manager, DEN Operations, FAA,

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

National Weather Service, utility companies, and any other appropriate entity or organization must be complete prior to construction. NAVAIDS, Weather Service facilities, electric cables, and other utilities must be fully protected during the entire construction time.

Power, communication, and control cables leading to and from any FAA NAVAIDS, Weather Service, and other facilities will be marked in the field by the appropriate individuals as identified in Section 011810 – Utilities Interface of the contract documents for the information of the Contractor before any work in their general vicinity is started. Thereafter, through the entire duration of construction, they shall be protected from any possible damage, including crossing with unauthorized equipment.

Damage to the underground cables, whether FAA's or Sponsor's, through negligence on the part of the Contractor will require replacement by the Contractor at no cost to the Sponsor. Any splicing or replacing of damaged cable shall meet current FAA specifications. Damage to other underground utilities through Contractor's negligence shall be repaired according to the relevant utility's standards and at no cost to the Sponsor.

12. PENALTIES

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

An employee may be personally subject to Civil Penalties imposed by the Transportation Security Administration (TSA) for individual security violations they commit under 49 C.F.R Part 1542. Each individual who is issued an Airport ID Badge shall comply with all Security Directives, Denver Municipal Airport System Rules and Regulations, and DEN Standard Policies and Procedures regarding Airport Safety, Security, and Operations. The failure of any individual to comply with such Security Directives and/or rules and regulations 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 Airport ID Badges.

No individual to whom an Airport ID Badge or Security Key(s) (including Intellikey(s)) has been issued shall intentionally perform any of the following acts as described in Denver Municipal Airport System Rules and Regulations Part 20.04-10 and 20.04-12. The intentional commission of any such acts, due to their critical negative effect on the safety and security of Airport employees and the traveling public, is reason for immediate confiscation and suspension (and possible permanent revocation) of the Airport ID Badge, issuance of a Violation Notice, and a Violation Notice Hearing in accordance with Section 20.04-8.

13. SPECIAL CONDITIONS

DEN Operations reserves the right to suspend construction activities during inclement weather or low visibility conditions or for any other reason deemed necessary by DEN Operations.

14. RUNWAY AND TAXIWAY VISUAL AIDS

A. EQUIPMENT AND METHODS FOR COVERING SIGNAGE AND AIRFIELD LIGHTS

Since this project will close a portion of Taxiways EA, EC, P7, and ED, various guidance signs and lights will be required to be covered so not to confuse taxiing pilots. Signs and sign panels that provide guidance to closed pavements will be covered per FAA AC 150/5370-2G and as directed by the Airport. Taxiway lights on closed taxiways that cannot be turned off because it shares common

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

circuits with lights to remain operational shall be covered and secured per direction of the Airport. All coverings shall be properly installed to protect against jet blast or high winds.

B. EQUIPMENT AND METHODS FOR TEMPORARY RUNWAY AND TAXIWAY CLOSURE MARKINGS (PAINT, FABRIC, OTHER)

Temporary Closed Runway

Two Lighted Runway Closure X's shall be used for the duration of the runway closure for the project. The Lighted Runway Closure X's will be placed on the Runway 17L-34R designation numbers according to AC 150/5370-2G to prevent accidental unauthorized arrivals.

Locations of the lighted X's are shown in the Construction Safety Drawings attached to the end of this document.

Signs and sign panels that provide guidance to closed pavements will be covered per FAA AC 150/5370-2G and as directed by the Airport to prevent misdirecting pilots to closed taxiways.

Temporary Closed Taxiways

Both low profile lighted barricades and tubular flasher barricades will be used to delineate closed AOA pavements and limits of construction or hazardous areas. All barricades will be placed outside of active runway safety areas and taxiway object free areas and will be spaced according to AC 150/5370-2G to prevent unauthorized access. No entry signs will be placed at critical locations for both aircraft traffic and construction vehicles/personnel.

Locations of planned barricades are as shown in the Construction Phasing Drawings attached to the end of this document.

Signs and sign panels that provide guidance to closed pavements will be covered as directed by the Airport to prevent misdirecting pilots to closed taxiways. A fabric X will be placed on Taxiway P4 during the portion of Phase 1C when Runway 17L-35R is open to aircraft traffic.

15. MARKING AND SIGNS FOR ACCESS ROUTES

All required signs and markings shall conform to either Advisory Circular 150/5340-18G, *Standard for Airport Sign Systems*, *CDOT S-627-1 Pavement Markings* or the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD). Signs adjacent to areas used by aircraft must comply with the frangible requirements as stated in Advisory Circular 150/5220-23 *Frangible Connections.* These signs will be directed by the Airport and provided by the Contractor.

16. HAZARD MARKINGS AND LIGHTINGS

A. PURPOSE

The hazard marking and lighting prevent pilots from entering areas closed to aircraft and prevents construction personnel from entering areas open to aircraft. Prior to construction on or adjacent to any taxiway, the Contractor shall, upon approval by the Airport, close the taxiway and begin work. The Contractor shall be responsible for clearly marking and defining the closed taxiways by use of warning lights, barricades, flags, closed taxiway or runway markings, and signage in conformance with Advisory Circular 150/5370-2G. The Contractor shall be responsible for maintaining these barricades and keeping them clearly visible at all times as detailed on the construction sheets.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

B. EQUIPMENT

Runway Closure X's will be supplied and placed by DEN. The Contractor shall be responsible for maintenance and continuous fueling of that equipment for the duration of all designated Runway closures.

Approved low-profile barricades are to identify and define the limits of construction and hazardous areas on airports as detailed on the attached sheets G-042 through G-046. Barricade spacing will be per Advisory Circular 150/5370-2G and as such that all aircraft are physically prevented from taxiing through the gaps in the barricades. The barricades must be weighted down per the manufacturer's recommendations to prevent the barricades from moving due to wind or jet blast.

The flashing lights on the approved barricades must meet the luminance requirement of the CDOT. The flashing lights must be red or an approved equal.

The Contractor may also utilize approved tubular flasher barricades as approved by the Airport. The location of the tubular flasher barricades is specified on the Construction Safety Drawings.

All barricades will be placed outside of all active runway safety areas and taxiway object free areas. At critical areas, "No Entry" signs for aircraft on frangible mounts detailed in FAA Engineering Brief 93 will be placed.

17. WORK ZONE LIGHTING FOR NIGHTTIME CONSTRUCTION

Lighting equipment must adequately illuminate the work area if the construction is to be performed during nighttime hours. Refer to AC 150/5370-10 for minimum illumination levels for nighttime paving projects. Additionally, it is recommended that all support equipment, except haul trucks, be equipped with artificial illumination to safely illuminate the area immediately surrounding their work areas. The lights should be positioned to provide the most natural color illumination and contrast with a minimum of shadows. The spacing must be determined by trial. Light towers should be positioned and adjusted to aim away from Airport Traffic Control Tower (ATCT) cabs and active runways to prevent blinding effects. Shielding may be necessary. Light towers should be removed from the construction site when the area is reopened to aircraft operations. If nighttime construction is proposed, the construction lighting units should be identified and generally located on the construction phasing plans in relationship to the ATCT and active runways and taxiways.

18. PROTECTION OF RUNWAY AND TAXIWAY AREAS

A. RUNWAY SAFETY AREA (RSA)

A portion of the Milestone 1 limits will be inside the runway safety area of Runway 17L/35R. The runway will be closed to air traffic for during Milestone 1, Phase 1A. The runway safety area will be protected during all other phases of this project

No construction activities may occur within a safety area while the associated runway is open for aircraft operations. The Contractor shall ensure that any safety area grading meets all FAA requirements for grade tolerance and appropriate erosion control best management practices are followed to protect the safety area grading and associated slopes.

B. RUNWAY OBJECT FREE AREA (ROFA)

The limits of this project will be inside the runway object free area of Runway 17L/35R. The runway will be closed to air traffic for the duration of Milestone 1, Phase 1A. The runway object free area will be marked and protected during Milestone 1, Phase 1C when work is being completed on adjacent Taxiway P.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

C. TAXIWAY SAFETY AREA (TSA)

Portions of Taxiway EA, EC, and ED will be closed to air traffic during Milestone 1, Phase1A. A portion of Taxiway P7 will be closed to air traffic during Milestone 1, Phase 1B. A portion of Taxiway P will be closed to air traffic during Milestone 1, Phase 1C. Taxiway safety areas of the taxiways outside of the taxiway project area limits will be protected using barricades and other means required by the DEN Project Manager.

No construction activities may occur within a safety area while the associated taxiway is open for aircraft operations. The Contractor shall ensure that any safety area grading meets all FAA requirements for grade tolerance and appropriate erosion control best management practices are followed to protect the safety area grading and associated slopes.

D. TAXIWAY OBJECT FREE AREA (TOFA)

Portions of Taxiway EA, EC, and ED will be closed to air traffic during Milestone 1, Phase1A. A portion of Taxiway P7 will be closed to air traffic during Milestone 1, Phase 1B. A portion of Taxiway P will be closed to air traffic during Milestone 1, Phase 1C. The taxiway object free areas of the taxiways outside of the taxiway project area limits will be protected using barricades and other means required by the DEN Project Manager.

All Contractor personnel and equipment will be restricted from entering the TOFA of any active taxiways outside of the project limits unless the restrictions for construction within an active TOFA as described in FAA AC 150/5370-2G, Chapter 2, Paragraph 2.22.4.3 are adhered to. At no times may any stockpile of material be placed within the TOFA of an active taxiway.

E. OBSTACLE FREE ZONE (OFZ)

The limits of this project will be within the obstacle free zone of Runway 17L-35R. The runway will be closed for the duration of Milestone 1, Phase 1A, therefore, no obstacle free zone protections will be required,

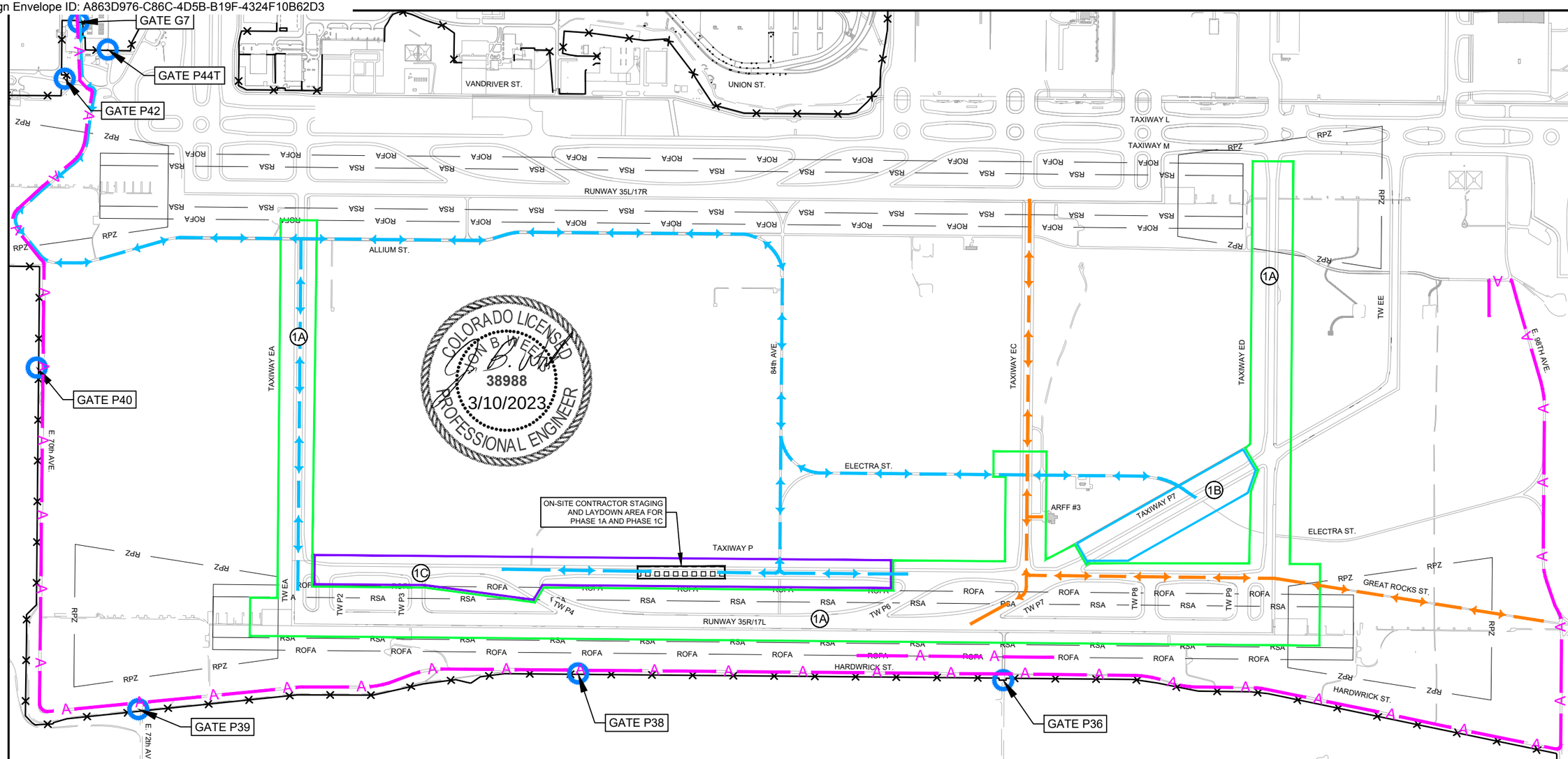
F. RUNWAY APPROACH/DEPARTURE SURFACES

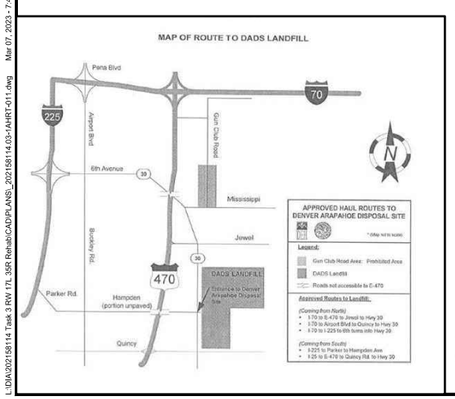
The limits of this project will have work within the approach and departure surfaces of Runway 17L-35R. The runway will be closed for the duration of Milestone 1, Phase 1A, therefore, no work restrictions will be required

19. OTHER LIMITATIONS ON CONSTRUCTION

This section is not applicable to this project.

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3





NOTES:

1. THE CONTRACTOR STAGING AREA AND TEMPORARY BATCH PLANT SHALL BE A MINIMUM OF 100 FEET AWAY FROM THE AOA FENCE. THE CONTRACTOR SHALL REMOVE ANY EXISTING DEBRIS AND GRADE THE STAGING AREA AND STAGING AREA ACCESS ROAD, IF NECESSARY, AT NO ADDITIONAL COST TO THE CLIENT.
2. THE CONTRACTOR WILL ADHERE TO ALL LOCAL, STATE, AND FEDERAL REQUIREMENTS AND PERMITS THAT ARE NECESSARY TO THE INSTALLATION OF THE TEMPORARY BATCH PLANT AND SLURRY PIT. THE CONTRACTOR MUST PROVIDE ADEQUATE VOLUME IN THE SLURRY PIT TO HANDLE SAWCUT DEMOLITION ACTIVITIES AND CONCRETE WASHOUT ACTIVITIES.
3. THE CONTRACTOR WILL BE REQUIRED TO CONDUCT PRE AND POST SAMPLING OF THE SLURRY PIT LOCATION CHOSEN BY THE CONTRACTOR AND APPROVED BY THE DEN PROJECT MANAGER. THE PRECONSTRUCTION SAMPLING WILL ESTABLISH THE BASELINE TARGET DATA FOR PROJECT CLOSE OUT. THE POST CONSTRUCTION SAMPLING WILL BE CONDUCTED TO CONFIRM THAT ALL WASTE MATERIALS HAVE BEEN REMOVED PRIOR TO CLOSING AND BACKFILLING THE SLURRY PIT. TO INSTALL AND REMOVE THE TEMPORARY SLURRY PIT THE FOLLOWING PROCEDURES WILL BE ADHERED TO UNLESS OTHERWISE APPROVED BY THE DEN PROJECT MANAGER:
   a. TO INSTALL THE SLURRY PIT, ESTABLISH LOCATION OF PIT AS APPROVED BY THE DEN PROJECT MANAGER. LOCATION SHALL BE APPROVED BASED ON COMPLETED UTILITY LOCATES, DEPTH TO GROUND WATER, TOPOGRAPHY, AND THE PROXIMITY TO EXISTING WATERWAYS.
   b. EXCAVATE PIT AND TAKE 3 GRAB SAMPLES FROM DIFFERENT LOCATIONS AT BOTTOM OF THE PIT AND COMBINE INTO A COMPOSITE SAMPLE. THIS ACTS AS BASELINE DATA FOR PROJECT CLOSEOUT. THE CONTRACTOR SHALL NOTE ANY VISIBLE STAINING OR OTHER EVIDENCE OF POSSIBLE EXISTING CONTAMINATION.
   c. FOR SLURRY PIT CLOSEOUT, REMOVE AND PROPERLY DISPOSE OF DRIED MATERIALS. OVER EXCAVATE PIT TO A DEPTH NECESSARY TO ENSURE LEACHED MATERIALS HAVE BEEN REMOVED.
   d. TAKE 3 GRAB SAMPLES FROM DIFFERENT LOCATIONS AT BOTTOM OF OVER EXCAVATED PIT AND COMBINE INTO A COMPOSITE SAMPLE. COMPARE THESE RESULTS WITH BASELINE DATA. IF CONTAMINATION LEVELS OF THE SAMPLES ARE HIGHER THAN THE BASELINE DATA, REPEAT METHODS IN ITEMS (C) AND (D). CONTINUE PROCEDURES IN ITEMS (C) AND (D) UNTIL POST SAMPLE CONTAMINATION LEVELS ARE EQUAL TO OR LESS THAN THE PRE SAMPLE BASELINE DATA.
   e. ONCE THE PROCEDURES AND SAMPLING RESULTS HAVE BEEN CONFIRMED AND APPROVED BY THE DEN PROJECT MANAGER, THE PIT WILL BE BACKFILLED FOLLOWING ALL PROCEDURE OUTLINED IN P-152 SPECIFICATION.
   f. THE SAMPLES SHALL BE TESTED FOR THE 8 RCRA METALS (ARSENIC, BARIUM, CADMIUM, CHROMIUM, LEAD, MERCURY, SELENIUM, SILVER), PH, AND ALKALINITY.
4. ALL ITEMS ASSOCIATED WITH THE INSTALLATION AND REMOVAL OF THE TEMPORARY BATCH PLANT AND SLURRY PIT IS INCIDENTAL TO ALL OTHER PAY ITEMS.
5. SEE THE EROSION CONTROL NOTES, PLAN AND DETAIL SHEETS FOR ADDITIONAL REQUIREMENTS TO INSTALL AND REMOVE THE TEMPORARY BATCH PLANT AND SLURRY PIT INCLUDING WATER QUALITY BMP'S.

NOTES:

1. THE CONTRACTOR WILL UTILIZE THE CONTRACTOR STAGING AND PARKING AS A STAGING AREA IN THE GENERAL AREA SHOWN. THE EXACT LOCATION AND DIMENSIONS OF THE STAGING AREA WILL BE DETERMINED BY THE DEN PROJECT MANAGER.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENCLOSE, SECURE AND SET UP THEIR OPERATIONAL AREA. ADDITIONALLY, THE CONTRACTOR SHALL RESTORE THE SITE TO ITS ORIGINAL CONDITION TO THE SATISFACTION OF THE DEN PROJECT MANAGER UPON COMPLETION OF THE CONTRACT WORK. ANY DAMAGE TO EXISTING PAVEMENT, UTILITIES OR OTHER EXISTING FACILITIES CAUSED BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S SOLE EXPENSE, AND SHALL BE COMPLETED PRIOR TO FINAL PAYMENT TO CONTRACTOR.
3. ALL TEMPORARY CONSTRUCTION FACILITIES MUST BE LOCATED IN THE DESIGNATED CONTRACTOR STAGING AREA UNLESS OTHERWISE APPROVED BY THE DEN PROJECT MANAGER. THE CONTRACTOR MAY PLACE PORTABLE ITEMS OR FACILITIES IN THE CONSTRUCTION WORK AREA WITH THE APPROVAL OF THE DEN PROJECT MANAGER. THE CONTRACTOR MUST BE PREPARED TO MOVE ANY SUCH ITEMS OR FACILITIES WITHIN THE CONSTRUCTION WORK AREA UPON 72 HOURS NOTICE AT NO COST TO THE CITY AND COUNTY OF DENVER.
4. WATER SERVICE, ELECTRICAL SERVICE, TELEPHONE SERVICE, AND GAS SERVICE ARE TO BE LOCATED BY THE CONTRACTOR & APPROVED BY THE DEN PROJECT MANAGER, IF NEEDED.
5. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO PENA BLVD., ALLIUM ST., 84TH ST., ELECTRA ST., JACKSON GAP WAY, OR ANY OTHER PAVED ROADWAY DUE TO HAULING ACTIVITIES AT NO COST TO DEN.
6. THE CONTRACTOR SHALL GRADE AND MAINTAIN ALL TEMPORARY ACCESS ROADS TO THE STAGING AREA. ALL TEMPORARY ACCESS ROADS SHALL BE RECLAIMED TO THE SATISFACTION OF THE DEN PROJECT MANAGER BY THE CONTRACTOR AT NO ADDITIONAL COST TO DEN.

LEGEND

- CONSTRUCTION WORK AREAS
- BORROW AND DISPOSAL SITES
- EXISTING BUILDING
- CONTRACTOR STAGING AREA
- EXISTING AIRPORT PERIMETER FENCE
- HAUL ROUTES
- ARFF ACCESS
- A — RW 17L-35R WILDLIFE HAZARD MITIGATION PROJECT HAUL ROUTE
- EXISTING PERIMETER FENCE GATE LOCATIONS
- FLAGMAN / GATE GUARD

GRAPHIC SCALE
650 0 650 1300
(IN FEET)

CITY & COUNTY of DENVER
DENVER INTERNATIONAL AIRPORT

JVIATION
A WOOLPERT COMPANY

RUNWAY 17L-35R PAVEMENT REHAB AND ELECTRICAL UPGRADES

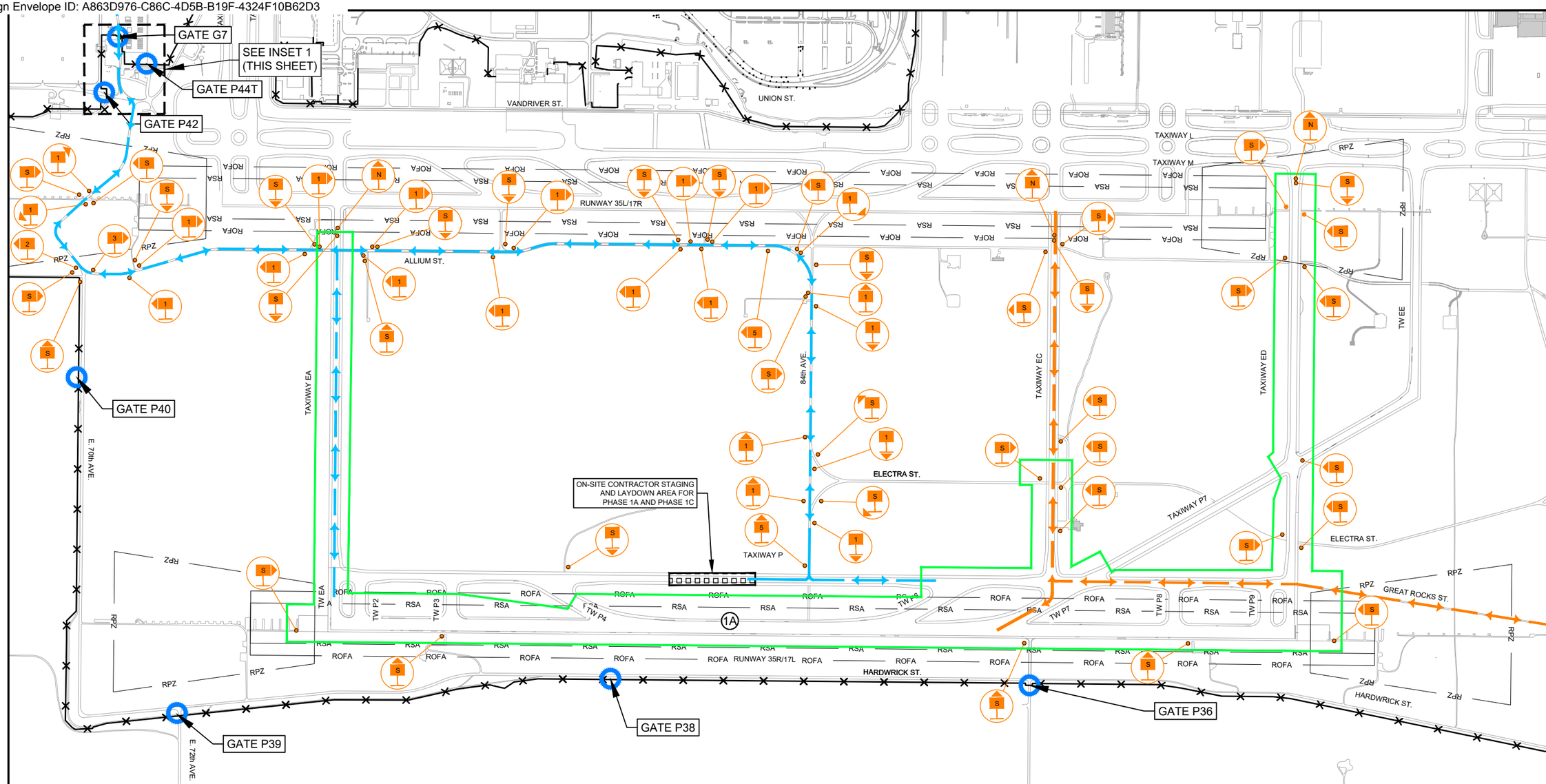
ISSUE RECORD

NO.	BY	PURPOSE	DATE	CKD
1	BRG	IFC	10MR23	

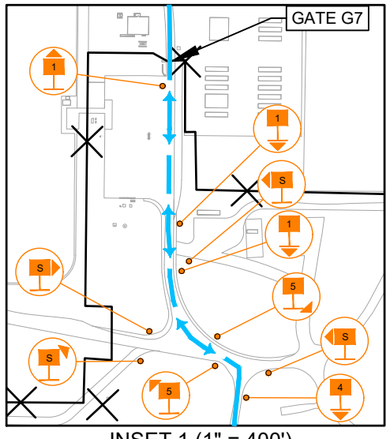
SCALE: 1" = 1300' (11" X 17")
DATE: JUNE 24, 2022
DRAWN BY: A.P.A.
CHECKED BY: C.L.G.
FAA AIP NO: 3-08-0086-0XX-20XX
WORK BREAKDOWN NO.
DESIGN CONTRACT NO. 202158114 -TASK 03
CONST. CONTRACT NO. XXXX
VOLUME NO. 1
SHEET TITLE: CONSTRUCTION ACCESS / HAUL ROUTE
SHEET NO. G-011
11 OF 308
CADD FILE NO. _202158114.03-1AHRT-011

L:\DIA\202158114 Task 3 RW 17L 35R Rehab\CAD\PLANS_202158114.03-1AHRT-011.dwg Mar 07, 2023 - 7:42am Aaron.Apodaca

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3



CONSTRUCTION TRAFFIC GUIDANCE SIGNAGE	
SIGN NUMBER	SIGN TEXT
1	SEE DETAIL 4 ON G-061
2	RUNWAY 17L-35R PROJECT KEEP LEFT
3	RUNWAY 17L-35R PROJECT KEEP RIGHT
4	SEE DETAIL 5 ON G-061
5	SEE DETAIL 6 ON G-061
S	SEE DETAIL 7 ON G-061
N	SEE DETAIL 1 ON G-061



INSET 1 (1" = 400')

NOTES:

1. THE CONTRACTOR SHALL PLACE TYPE "S" SIGNS AT ALL CROSSINGS THAT MAY DEVIATE FROM THE PLANNED HAUL ROUTE.
2. THE CONTRACTOR SHALL PLACE ADDITIONAL SIGNS AS REQUIRED BY DEN OPERATIONS AND/OR THE DEN PROJECT MANAGER.
3. A MINIMUM OF TWO (2) GATE GUARDS WILL BE SUPPLIED BY THE CITY AND PAID FOR BY THE CONTRACTOR WHENEVER THE CONTRACTOR USES A CONSTRUCTION ACCESS GATE TO THE AOA. THE CONTRACTOR SHALL REQUEST GATE GUARDS FROM DEN A MINIMUM OF 48 HOURS PRIOR TO REQUIRING GATE GUARDS. CANCELLATION OF GATE GUARDS MUST BE MADE BY THE CONTRACTOR TO DEN A MINIMUM OF 24 HOURS PRIOR TO DATE REQUESTED OR THE CONTRACTOR WILL PAY FOR THE FULL DAY. AT BID TIME, THE GATE GUARDS ARE PAID $44.00 PER HOUR WITH 48 HOURS OR MORE NOTICE PRIOR TO WORK, $75.00 PER HOUR WITH 24-48 HOURS NOTICE PRIOR TO WORK, AND $104.00 PER HOUR WITH LESS THAN 24 HOURS NOTICE PRIOR TO WORK, HOWEVER THIS MAY BE SUBJECT TO CHANGE. ADDITIONALLY, A $43 PER DAY FEE SHALL BE INCLUDED FOR THE ELECTRONIC INFORMATION DEVICE NEEDED AT THE ACCESS GATE.
4. CONTRACTOR SHALL PROVIDE A 10' X 12' PORTABLE BUILDING AT ANY ACCESS GATE USED FOR GATE GUARDS USE WITH A PORTABLE GENERATOR AND LIGHT PLANT FOR NIGHT USE. THE PORTABLE BUILDING NEEDS TO HAVE POWER, ADEQUATE HEATING/COOLING, LIGHTING, PORTABLE SANITATION UNIT, LIGHT PLANT, AND A POLE MOUNTED 24" DIAMETER CONVEX MIRROR FOR GUARDS TO VIEW INTO TRUCK BEDS. CONTRACTOR SHALL REMOVE AND RESTORE AREA AT PROJECT COMPLETION. THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITTING ASSOCIATED WITH ESTABLISHING THE GUARD SHACKS.
5. THE CONTRACTOR SHALL COORDINATE THE ACCESS GATE AND HAUL ROUTES TO BE USED WITH THE DEN PROJECT MANAGER PRIOR TO THE START OF CONSTRUCTION. CHANGES TO THE ACCESS GATE AND HAUL ROUTES SHOWN IN THESE PLANS MAY REQUIRE ADDITIONAL SIGNS.

LEGEND

- CONSTRUCTION WORK AREAS
- BORROW AND DISPOSAL SITES
- EXISTING BUILDING
- CONTRACTOR STAGING AREA / BATCH PLANT
- EXISTING AIRPORT PERIMETER FENCE
- HAUL ROUTE 1
- ARFF ACCESS
- EXISTING PERIMETER FENCE GATE LOCATIONS
- FLAGMAN / GATE GUARD
- CONSTRUCTION TRAFFIC SIGN (ARROW INDICATES SIGN FACE DIRECTION)

COLORADO LICENSED
JON B. MEEKS
38988
3/10/2023
PROFESSIONAL ENGINEER

GRAPHIC SCALE
650 0 650 1300
(IN FEET)

CITY & COUNTY of DENVER
DENVER INTERNATIONAL AIRPORT

JVIATION
A WOOLPERT COMPANY

RUNWAY 17L-35R PAVEMENT REHAB AND ELECTRICAL UPGRADES

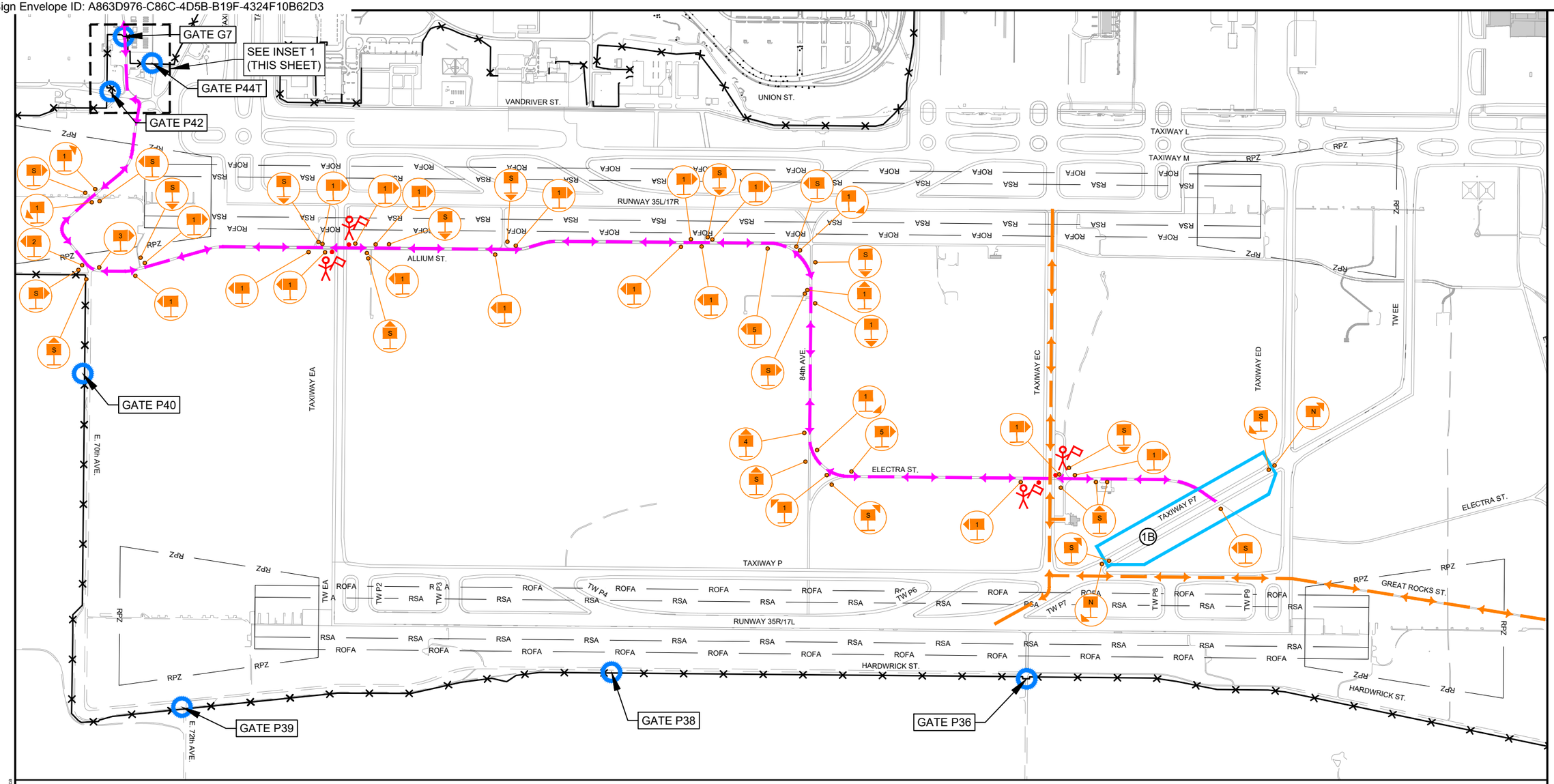
ISSUE RECORD

NO.	BY	PURPOSE	DATE	CKD
1	BRG	IFC	10MR23	

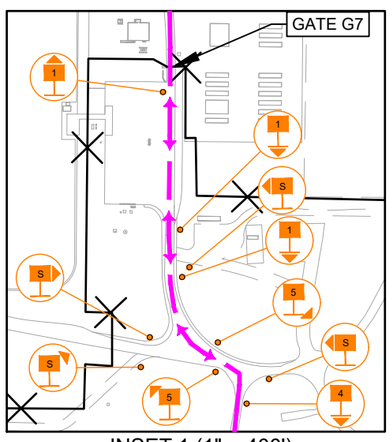
SCALE: 1" = 1300' (11" X 17")
DATE: JUNE 24, 2022
DRAWN BY: A.P.A.
CHECKED BY: C.L.G.
FAA AIP NO: 3-08-0086-0XX-20XX
WORK BREAKDOWN NO.
DESIGN CONTRACT NO. 202158114 -TASK 03
CONST. CONTRACT NO. XXXX
VOLUME NO. 1
SHEET TITLE: HAUL ROUTE SIGNAGE ROUTE 1
SHEET NO. G-012
12 OF 308
CADD FILE NO. _202158114.03-1AHRT-012

L:\DEN\202158114 Task 3 RW 17L 35R Rehab\CADD\LANDS_202158114.03-1AHRT-012.dwg Mar 07, 2023 - 7:44am Aaron Apodaca

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3



CONSTRUCTION TRAFFIC GUIDANCE SIGNAGE	
SIGN NUMBER	SIGN TEXT
1	SEE DETAIL 4 ON G-061
2	RUNWAY 17L-35R PROJECT KEEP LEFT
3	RUNWAY 17L-35R PROJECT KEEP RIGHT
4	SEE DETAIL 5 ON G-061
5	SEE DETAIL 6 ON G-061
S	SEE DETAIL 7 ON G-061
N	SEE DETAIL 1 ON G-061



INSET 1 (1" = 400')

NOTES:

1. THE CONTRACTOR SHALL PLACE TYPE "S" SIGNS AT ALL CROSSINGS THAT MAY DEVIATE FROM THE PLANNED HAUL ROUTE.
2. THE CONTRACTOR SHALL PLACE ADDITIONAL SIGNS AS REQUIRED BY DEN OPERATIONS AND/OR THE DEN PROJECT MANAGER.
3. THIS HAUL ROUTE SHALL ONLY BE UTILIZED IF MILESTONE 1 PHASE 1A IS COMPLETED AND OPENED TO AIRCRAFT TRAFFIC PRIOR TO THE COMPLETION OF MILESTONE 1 PHASE 1B.
4. A MINIMUM OF TWO (2) GATE GUARDS WILL BE SUPPLIED BY THE CITY AND PAID FOR BY THE CONTRACTOR WHENEVER THE CONTRACTOR USES A CONSTRUCTION ACCESS GATE TO THE AOA. THE CONTRACTOR SHALL REQUEST GATE GUARDS FROM DEN A MINIMUM OF 48 HOURS PRIOR TO REQUIRING GATE GUARDS. CANCELLATION OF GATE GUARDS MUST BE MADE BY THE CONTRACTOR TO DEN A MINIMUM OF 24 HOURS PRIOR TO DATE REQUESTED OR THE CONTRACTOR WILL PAY FOR THE FULL DAY. AT BID TIME, THE GATE GUARDS ARE PAID $44.00 PER HOUR WITH 48 HOURS OR MORE NOTICE PRIOR TO WORK, $75.00 PER HOUR WITH 24-48 HOURS NOTICE PRIOR TO WORK, AND $104.00 PER HOUR WITH LESS THAN 24 HOURS NOTICE PRIOR TO WORK, HOWEVER THIS MAY BE SUBJECT TO CHANGE. ADDITIONALLY, A $43 PER DAY FEE SHALL BE INCLUDED FOR THE ELECTRONIC INFORMATION DEVICE NEEDED AT THE ACCESS GATE.
5. CONTRACTOR SHALL PROVIDE A 10' X 12' PORTABLE BUILDING AT ANY ACCESS GATE USED FOR GATE GUARDS USE WITH A PORTABLE GENERATOR AND LIGHT PLANT FOR NIGHT USE. THE PORTABLE BUILDING NEEDS TO HAVE POWER, ADEQUATE HEATING/COOLING, LIGHTING, PORTABLE SANITATION UNIT, LIGHT PLANT, AND A POLE MOUNTED 24" DIAMETER CONVEX MIRROR FOR GUARDS TO VIEW INTO TRUCK BEDS. CONTRACTOR SHALL REMOVE AND RESTORE AREA AT PROJECT COMPLETION. THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITTING ASSOCIATED WITH ESTABLISHING THE GUARD SHACKS.
6. THE CONTRACTOR SHALL COORDINATE THE ACCESS GATE AND HAUL ROUTES TO BE USED WITH THE DEN PROJECT MANAGER PRIOR TO THE START OF CONSTRUCTION. CHANGES TO THE ACCESS GATE AND HAUL ROUTES SHOWN IN THESE PLANS MAY REQUIRE ADDITIONAL SIGNS.

LEGEND

- CONSTRUCTION WORK AREAS
- BORROW AND DISPOSAL SITES
- EXISTING BUILDING
- CONTRACTOR STAGING AREA
- EXISTING AIRPORT PERIMETER FENCE
- HAUL ROUTE 2
- ARFF ACCESS
- EXISTING PERIMETER FENCE GATE LOCATIONS
- FLAGMAN / GATE GUARD
- CONSTRUCTION TRAFFIC SIGN

COLORADO LICENSED
JON B. FEE
38988
3/10/2023
PROFESSIONAL ENGINEER

GRAPHIC SCALE
650 0 650 1300
(IN FEET)

CITY & COUNTY of DENVER
DENVER INTERNATIONAL AIRPORT

JVIATION
A WOOLPERT COMPANY

RUNWAY 17L-35R PAVEMENT REHAB AND ELECTRICAL UPGRADES

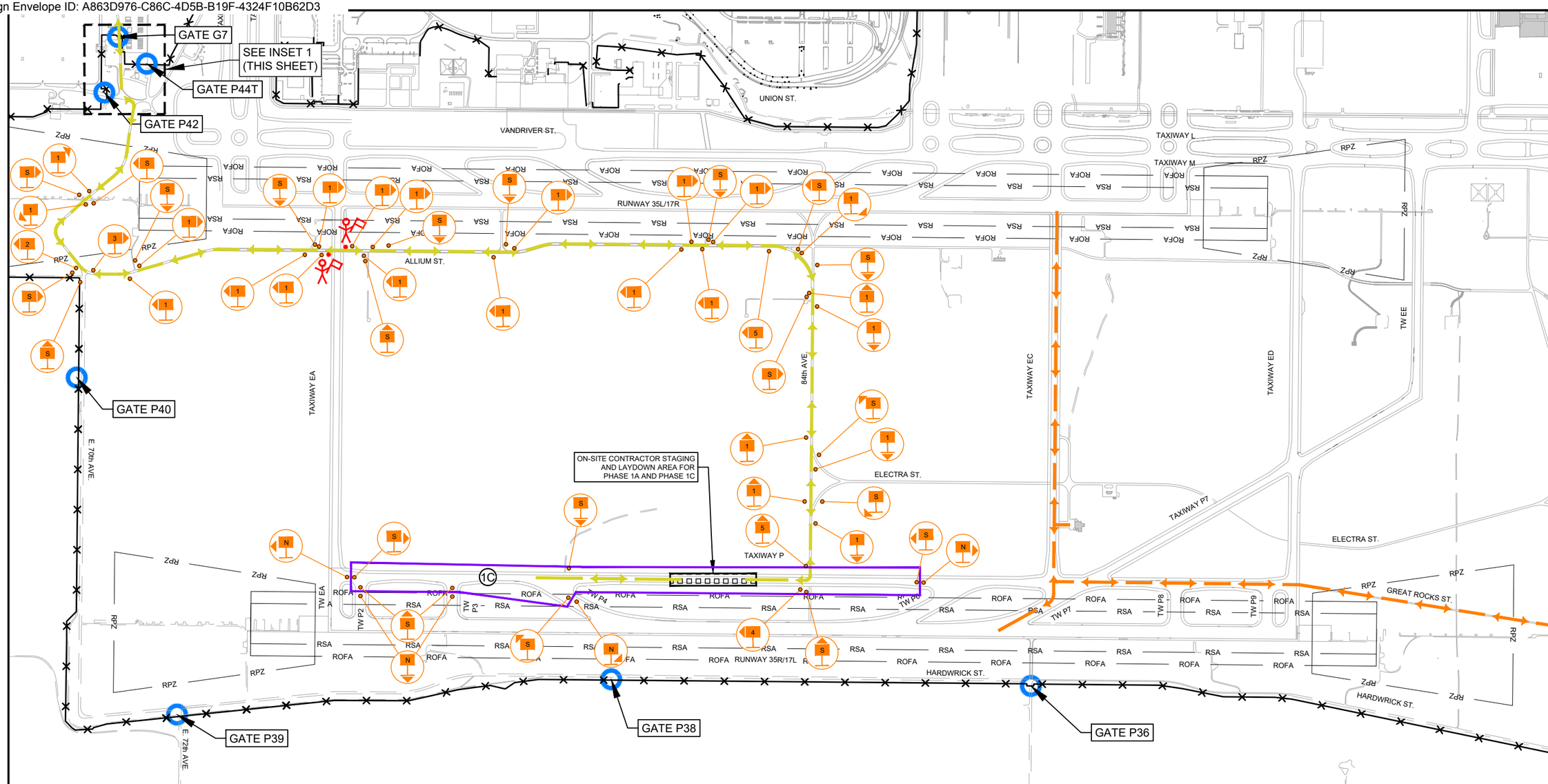
ISSUE RECORD

NO.	BY	PURPOSE	DATE	CKD
1	BRG	IFC	10MR23	

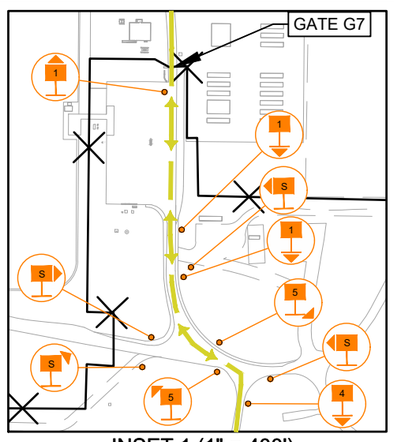
SCALE: 1" = 1300' (11" X 17)
DATE: JUNE 24, 2022
DRAWN BY: A.P.A.
CHECKED BY: C.L.G.
FAA AIP NO: 3-08-0086-0XX-20XX
WORK BREAKDOWN NO.
DESIGN CONTRACT NO. 202158114 -TASK 03
CONST. CONTRACT NO. XXXX
VOLUME NO. 1
SHEET TITLE: HAUL ROUTE SIGNAGE ROUTE 2
SHEET NO. G-013
13 OF 308
CADD FILE NO. _202158114.03-1AHRT-013

L:\DAA\202158114 Task 3 RW 17L 35R Rehab\CAD\PLANS_202158114.03-1AHRT-013.dwg Mar 07, 2023 - 7:46am Aaron Apodaca

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3



CONSTRUCTION TRAFFIC GUIDANCE SIGNAGE	
SIGN NUMBER	SIGN TEXT
1	SEE DETAIL 4 ON G-061
2	RUNWAY 17L-35R PROJECT KEEP LEFT
3	RUNWAY 17L-35R PROJECT KEEP RIGHT
4	SEE DETAIL 5 ON G-061
5	SEE DETAIL 6 ON G-061
S	SEE DETAIL 7 ON G-061
N	SEE DETAIL 1 ON G-061



INSET 1 (1" = 400')

NOTES:

1. THE CONTRACTOR SHALL PLACE TYPE "S" SIGNS AT ALL CROSSINGS THAT MAY DEVIATE FROM THE PLANNED HAUL ROUTE.
2. THE CONTRACTOR SHALL PLACE ADDITIONAL SIGNS AS REQUIRED BY DEN OPERATIONS AND/OR THE DEN PROJECT MANAGER.
3. THIS HAUL ROUTE SHALL ONLY BE UTILIZED WHEN MILESTONE 1 PHASE 1A IS COMPLETED AND OPENED TO AIRCRAFT TRAFFIC PRIOR TO THE COMPLETION OF MILESTONE 1 PHASE 1C.
4. A MINIMUM OF TWO (2) GATE GUARDS WILL BE SUPPLIED BY THE CITY AND PAID FOR BY THE CONTRACTOR WHENEVER THE CONTRACTOR USES A CONSTRUCTION ACCESS GATE TO THE AOA. THE CONTRACTOR SHALL REQUEST GATE GUARDS FROM DEN A MINIMUM OF 48 HOURS PRIOR TO REQUIRING GATE GUARDS. CANCELLATION OF GATE GUARDS MUST BE MADE BY THE CONTRACTOR TO DEN A MINIMUM OF 24 HOURS PRIOR TO DATE REQUESTED OR THE CONTRACTOR WILL PAY FOR THE FULL DAY. AT BID TIME, THE GATE GUARDS ARE PAID $44.00 PER HOUR WITH 48 HOURS OR MORE NOTICE PRIOR TO WORK, $75.00 PER HOUR WITH 24-48 HOURS NOTICE PRIOR TO WORK, AND $104.00 PER HOUR WITH LESS THAN 24 HOURS NOTICE PRIOR TO WORK, HOWEVER THIS MAY BE SUBJECT TO CHANGE. ADDITIONALLY, A $43 PER DAY FEE SHALL BE INCLUDED FOR THE ELECTRONIC INFORMATION DEVICE NEEDED AT THE ACCESS GATE.
5. CONTRACTOR SHALL PROVIDE A 10' X 12' PORTABLE BUILDING AT ANY ACCESS GATE USED FOR GATE GUARDS USE WITH A PORTABLE GENERATOR AND LIGHT PLANT FOR NIGHT USE. THE PORTABLE BUILDING NEEDS TO HAVE POWER, ADEQUATE HEATING/COOLING, LIGHTING, PORTABLE SANITATION UNIT, LIGHT PLANT, AND A POLE MOUNTED 24" DIAMETER CONVEX MIRROR FOR GUARDS TO VIEW INTO TRUCK BEDS. CONTRACTOR SHALL REMOVE AND RESTORE AREA AT PROJECT COMPLETION. THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITTING ASSOCIATED WITH ESTABLISHING THE GUARD SHACKS.
6. THE CONTRACTOR SHALL COORDINATE THE ACCESS GATE AND HAUL ROUTES TO BE USED WITH THE DEN PROJECT MANAGER PRIOR TO THE START OF CONSTRUCTION. CHANGES TO THE ACCESS GATE AND HAUL ROUTES SHOWN IN THESE PLANS MAY REQUIRE ADDITIONAL SIGNS

LEGEND

- CONSTRUCTION WORK AREAS
- BORROW AND DISPOSAL SITES
- EXISTING BUILDING
- CONTRACTOR STAGING AREA
- EXISTING AIRPORT PERIMETER FENCE
- HAUL ROUTE 3
- ARFF ACCESS
- EXISTING PERIMETER FENCE GATE LOCATIONS
- FLAGMAN / GATE GUARD
- CONSTRUCTION TRAFFIC SIGN

COLORADO LICENSED
JON B. MEEK
38988
3/10/2023
PROFESSIONAL ENGINEER

GRAPHIC SCALE
650 0 650 1300
(IN FEET)

CITY & COUNTY of DENVER
DENVER INTERNATIONAL AIRPORT

JVIATION
A WOOLPERT COMPANY

RUNWAY 17L-35R PAVEMENT REHAB AND ELECTRICAL UPGRADES

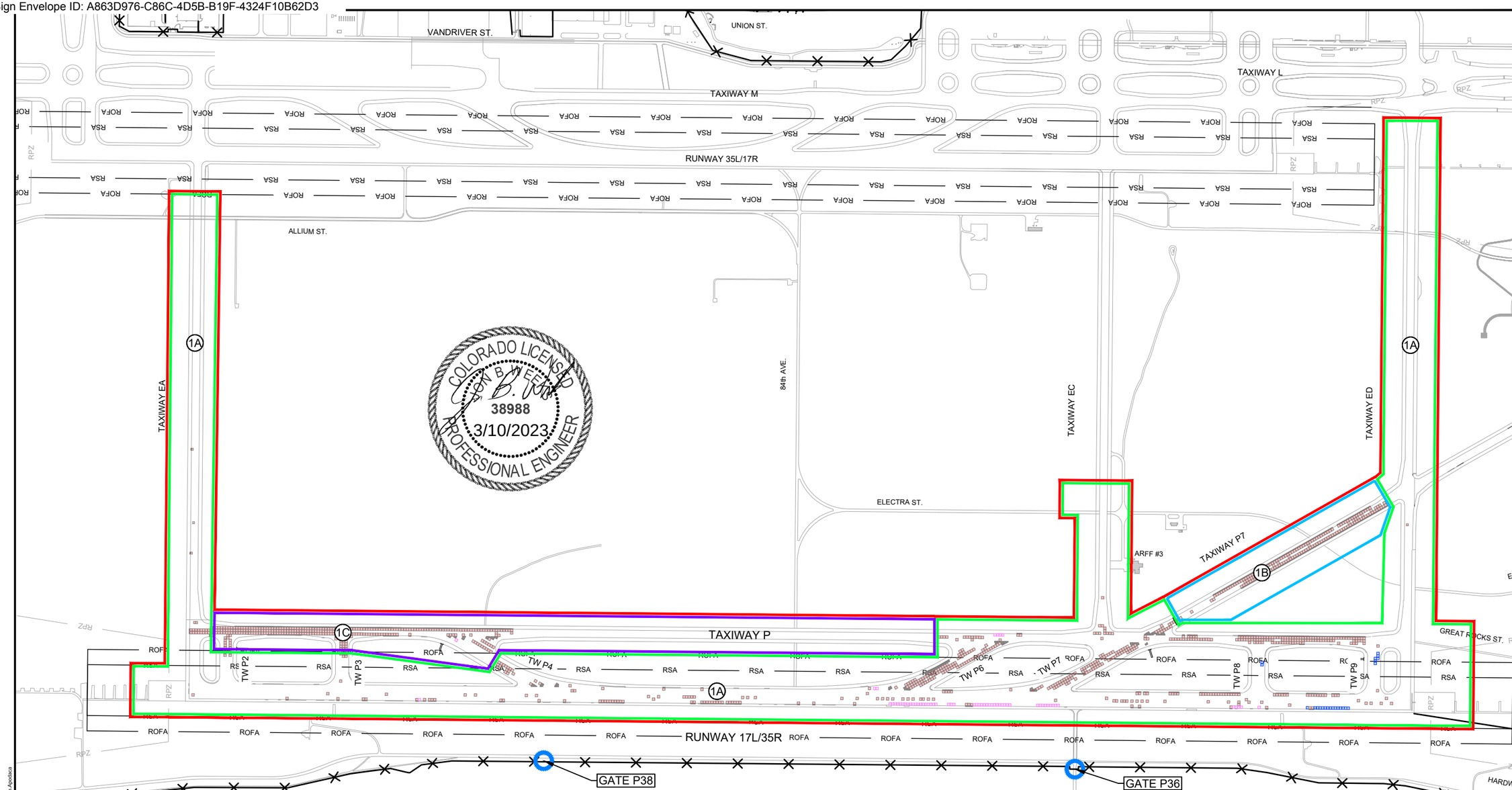
ISSUE RECORD

NO.	BY	PURPOSE	DATE	CKD
1	BRG	IFC	10MR23	

SCALE: 1" = 1300' (11" X 17")
DATE: JUNE 24, 2022
DRAWN BY: A.P.A.
CHECKED BY: C.L.G.
FAA AIP NO: 3-08-0086-0XX-20XX
WORK BREAKDOWN NO.
DESIGN CONTRACT NO. 202158114 -TASK 03
CONST. CONTRACT NO. XXXX
VOLUME NO. 1
SHEET TITLE: HAUL ROUTE SIGNAGE ROUTE 3
SHEET NO. G-014
14 OF 308
CADD FILE NO. _202158114.03-1AHRT-014

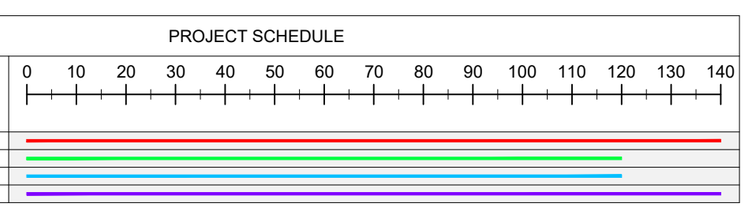
L:\DIA\202158114 Task 3 RW 17L 35R Rehab\CAD\PLANS_202158114.03-1AHRT-014.dwg Mar 07, 2023 - 7:47am Aaron Apodaca

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3



PROJECT SCHEDULE

MILESTONE / PHASE	DURATION
MILESTONE 1	140 CALENDAR DAYS
PHASE 1A	120 CALENDAR DAYS
PHASE 1B	120 CALENDAR DAYS
PHASE 1C	140 CALENDAR DAYS



SCHEDULE NOTES:

1. ANY LONG LEAD-TIME ITEMS SHOULD BE IDENTIFIED DURING THE ADMINISTRATIVE PHASE AND COORDINATED WITH THE DEN PROJECT MANAGER TO UNDERSTAND ANY IMPACTS ASSOCIATED WITH SUCH ITEMS ON THE PROJECT.
2. THE CONTRACTOR SHALL COORDINATE ARFF ACCESS THROUGH THE ACTIVE WORK AREAS WITH THE DEN PROJECT MANAGER AND DEN AIRPORT OPERATIONS. SPECIFIC PHASING REQUIREMENTS FOR ARFF ACCESS CAN BE FOUND ON SHEET G-044.
3. A BURN IN PERIOD OF SEVEN (7) DAYS TO RUN AND TEST ALL LIGHTING CIRCUITS WILL BE REQUIRED AT THE END OF EACH PHASE.
4. THE CONTRACTOR SHALL COORDINATE WORK IN MILESTONE 1, PHASE 1A WITH THE TAXIWAY EE PROJECT AND THE WILDLIFE MITIGATION PHASE 2 PROJECT TO ENSURE ALL PROJECTS CAN BE COMPLETED WITHOUT DELAY.
5. NO WORK SHALL BE ALLOWED WITHIN THE ROFA OF AN ACTIVE RUNWAY OR TOFA OF AN ACTIVE TAXIWAY.

LEGEND

ROFA	RUNWAY OBJECT FREE AREA (ADG V)
RSA	RUNWAY SAFETY AREA (ADG V)
TOFA	TAXIWAY OBJECT FREE AREA (ADG V)
TSA	TAXIWAY SAFETY AREA (ADG V)

GRAPHIC SCALE
500 0 500 1000
(IN FEET)

CITY & COUNTY of DENVER
DENVER INTERNATIONAL AIRPORT

JVIATION
A WOOLPERT COMPANY

RUNWAY 17L-35R PAVEMENT REHAB AND ELECTRICAL UPGRADES

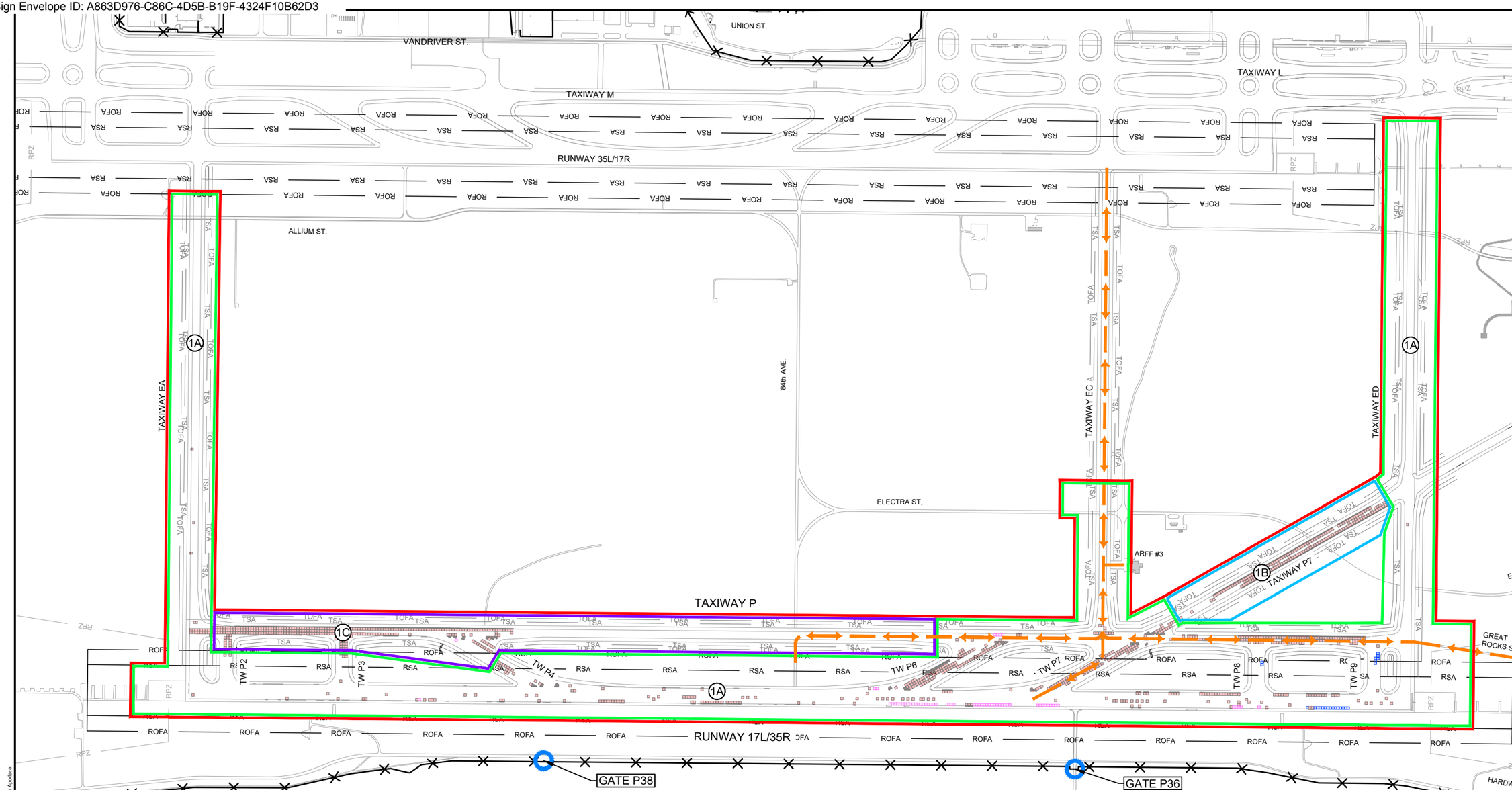
ISSUE RECORD

NO.	BY	PURPOSE	DATE	CKD
1	BRG	IFC	10MR23	

SCALE: 1" = 1000' (11" X 17")
DATE: JUNE 24, 2022
DRAWN BY: A.P.A.
CHECKED BY: C.L.G.
FAA AIP NO: 3-08-0086-0XX-20XX
WORK BREAKDOWN NO.
DESIGN CONTRACT NO. 202158114 -TASK 03
CONST. CONTRACT NO. XXXX
VOLUME NO. 1
SHEET TITLE: OVERALL MILESTONE LAYOUT PLAN
SHEET NO. G-041
16 OF 308
CADD FILE NO. _202158114.03-1AMSL-041

L:\DEN\202158114 Task 3 RW 17L 35R Rehab\CAD\PLANS_202158114.03-1AMSL-041.dwg Mar 07, 2023 - 7:49am Aaron Apodaca

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3



CITY & COUNTY of DENVER

DENVER INTERNATIONAL AIRPORT

JVIATION
A WOOLPERT COMPANY

RUNWAY 17L-35R PAVEMENT REHAB AND ELECTRICAL UPGRADES

ISSUE RECORD

NO.	BY	PURPOSE	DATE	CKD
1	BRG	IFC	10MR23	

SCALE: 1" = 1000' (11" X 17")

DATE: JUNE 24, 2022

DRAWN BY: A.P.A.

CHECKED BY: C.L.G.

FAA AIP NO: 3-08-0086-0XX-20XX

WORK BREAKDOWN NO.

DESIGN CONTRACT NO. 202158114 -TASK 03

CONST. CONTRACT NO. XXXX

VOLUME NO. 1

SHEET TITLE: MILESTONE 1 OVERALL PLAN

SHEET NO. G-042

17 OF 308

CADD FILE NO. _202158114.03-1AMSL-042

COLORADO LICENSED
JOSH B. WEEDS
38988
3/10/2023
PROFESSIONAL ENGINEER

MILESTONE 1 NOTES:

1. ANY LONG LEAD-TIME ITEMS SHOULD BE IDENTIFIED DURING THE ADMINISTRATIVE PHASE AND COORDINATED WITH THE DEN PROJECT MANAGER TO UNDERSTAND ANY IMPACTS ASSOCIATED WITH SUCH ITEMS ON THE PROJECT.
2. THE CONTRACTOR SHALL COORDINATE ARFF ACCESS THROUGH THE ACTIVE WORK AREAS WITH THE DEN PROJECT MANAGER AND DEN AIRPORT OPERATIONS.
3. A BURN IN PERIOD OF SEVEN (7) DAYS TO RUN AND TEST ALL LIGHTING CIRCUITS WILL BE REQUIRED AT THE END OF EACH MILESTONE.
4. THE CONTRACTOR SHALL COORDINATE WORK IN MILESTONE 1 PHASE 1A WITH THE TAXIWAY EE PROJECT AND THE WILDLIFE MITIGATION PHASE 2 PROJECT TO ENSURE ALL PROJECTS CAN BE COMPLETED WITHOUT DELAY.
5. THE CONTRACTOR'S HAUL ROUTES ARE SHOWN IN THEIR ENTIRETY ON SHEETS G-011 THRU G-014.
6. LOCATIONS OF PHASING LIMITS AND CONSTRUCTION BARRICADE PLACEMENT FOR MILESTONE 1 ARE SHOWN ON SHEETS G-043 THRU G-045
7. THE CONTRACTOR SHALL PRIORITIZE THE AREAS OF WORK IN MILESTONE 1 IN THE FOLLOWING ORDER: PHASE 1A > PHASE 1B > PHASE 1C.

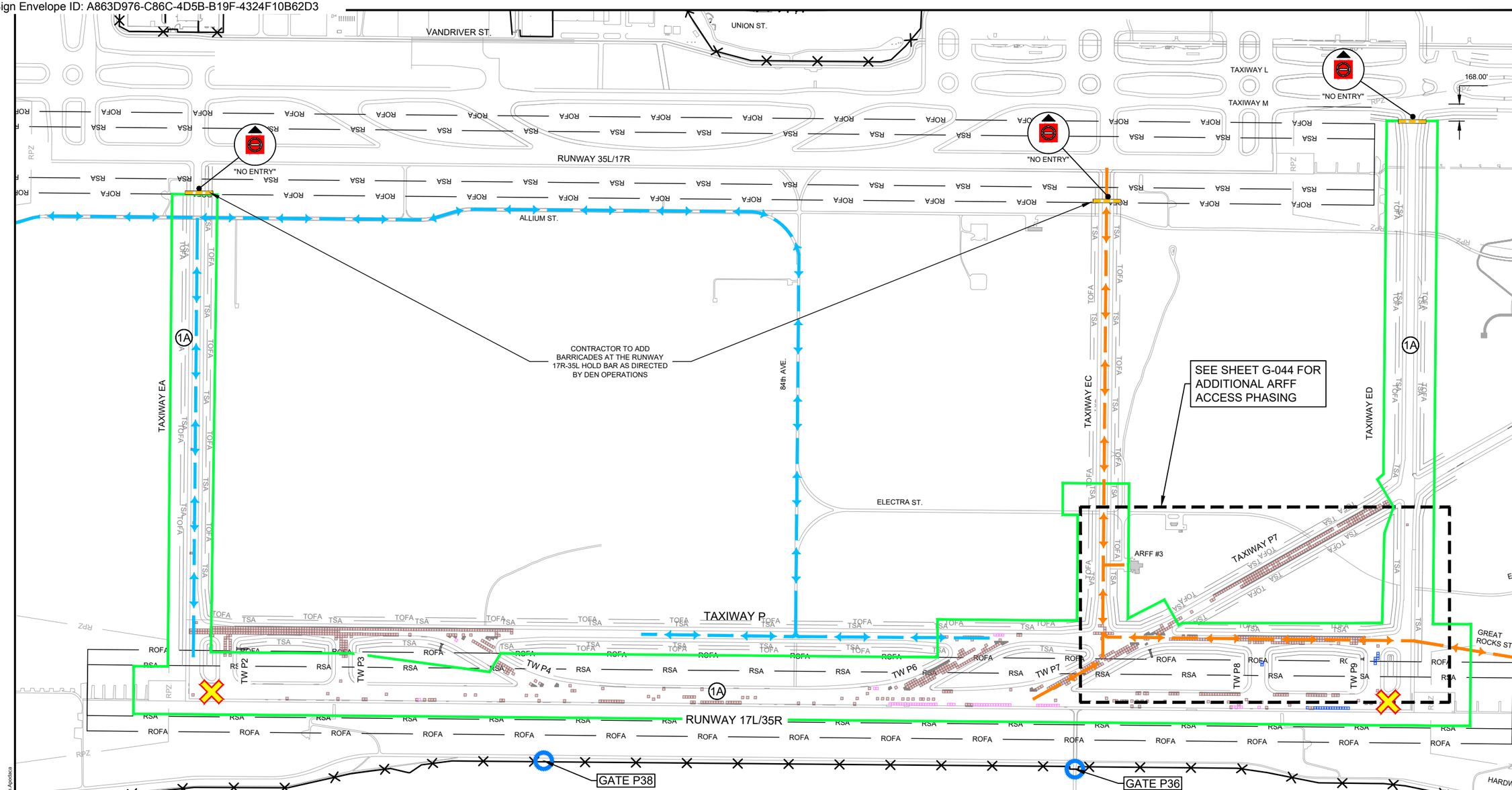
LEGEND

- MILESTONE 1, PHASE LIMITS
- EXISTING PERIMETER FENCE GATE LOCATIONS
- ARFF ACCESS
- ROFA — RUNWAY OBJECT FREE AREA (ADG V)
- RSA — RUNWAY SAFETY AREA (ADG V)
- TOFA — TAXIWAY OBJECT FREE AREA (ADG V)
- TSA — TAXIWAY SAFETY AREA (ADG V)

GRAPHIC SCALE
500 0 500 1000
(IN FEET)

L:\DIA\202158114 Task 3 RW 17L 35R Rehab\CAD\PLANS_202158114.03-1AMSL-042.dwg Mar 07, 2023 - 7:50am Aaron Apodaca

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3



MILESTONE 1, PHASE 1A NOTES:

1. CONTRACTOR SHALL HAVE 24 HOUR ACCESS TO MILESTONE 1, PHASE 1A WORK AREAS. CONTRACTOR TO SUBMIT PROPOSED WORK HOURS AND SCHEDULE FOR COMPLETION OF MILESTONE 1, ALL PHASES, FOR APPROVAL BY DEN PROJECT MANAGER AND DEN OPERATIONS AT LEAST 45 DAYS PRIOR TO START OF CONSTRUCTION FOR MILESTONE 1.
2. MILESTONE 1, PHASE 1A SHALL BE COMPLETED IN 120 CALENDAR DAYS AND RUN CONCURRENTLY WITH PHASES 1B AND 1C.
3. THE CONTRACTOR'S HAUL ROUTES ARE SHOWN IN THEIR ENTIRETY ON SHEETS G-011.
4. CONSTRUCTION SIGNAGE FOR HAUL ROUTES AND SITE ACCESS IS SHOWN ON SHEETS G-012 THROUGH G-016.
5. MILESTONE 1, PHASE 1A WORK INCLUDES, BUT IS NOT LIMITED TO, REMOVAL AND REPLACEMENT OF CONCRETE PANELS IDENTIFIED FOR REHABILITATION, SHOULDER MILLING AND PAVING IN SELECTED AREAS, RUNWAY AND TAXIWAY CENTERLINE AND EDGE LIGHTING AND CIRCUITING IMPROVEMENTS, SELECT AIRFIELD SIGN AND CIRCUITING IMPROVEMENTS, FRICTION IMPROVEMENTS, AND AIRFIELD STRIPING IMPROVEMENTS.
6. CONTRACTOR TO PROTECT EXISTING AIRPORT AND FAA FACILITIES AND INFRASTRUCTURE AT ALL TIMES.
7. CONTRACTOR SHALL MAINTAIN A MINIMUM OF ONE LANE OF TRAFFIC IN BOTH DIRECTIONS ON THE VEHICLE SERVICE ROADS (VSR) AT ALL TIMES. TRAFFIC MAY BE SEPARATED THROUGH THE USE OF CONES. CONTRACTOR IS REQUIRED TO SUBMIT A METHOD OF HANDLING TRAFFIC (MHT) 14 DAYS PRIOR TO CONSTRUCTION FOR REVIEW AND APPROVAL BY THE DEN PROJECT MANAGER.
8. HEIGHT RESTRICTIONS ON EQUIPMENT AND STOCKPILES ARE REQUIRED IN ORDER TO PERFORM WORK WITHIN THE PROJECT LIMITS. EQUIPMENT AND STOCKPILE HEIGHT SHALL NOT EXCEED 40-FEET ON RUNWAY 17L-35R, TAXIWAY P, AND TAXIWAY P7. EQUIPMENT AND STOCKPILE HEIGHT SHALL NOT EXCEED 20-FEET WEST OF TAXIWAY P ON TAXIWAYS EA AND EC, WEST OF TAXIWAY P7 ON TAXIWAY ED, AND ALL HOMERUN WIRE PULL AREAS. MORE DETAILED DIRECTIONS FOR WORK AREAS AND EQUIPMENT HEIGHTS WILL BE PROVIDED TO CONTRACTOR PRIOR TO CONSTRUCTION ACTIVITIES.
9. THE CONTRACTOR SHALL COORDINATE ARFF ACCESS THROUGH THE ACTIVE WORK AREAS WITH THE DEN PROJECT MANAGER AND DEN AIRPORT OPERATIONS. SPECIFIC PHASING REQUIREMENTS FOR ARFF ACCESS CAN BE FOUND ON SHEET G-044.
10. A BURN IN PERIOD OF SEVEN (7) DAYS TO RUN AND TEST ALL LIGHTING CIRCUITS WILL BE REQUIRED AT THE END OF MILESTONE 1 PHASE 1A.
11. THE CONTRACTOR SHALL COORDINATE WORK IN MILESTONE 1, PHASE 1A WITH THE TAXIWAY EE PROJECT AND THE WILDLIFE MITIGATION PHASE 2 PROJECT TO ENSURE ALL PROJECTS CAN BE COMPLETED WITHOUT DELAY.
12. THE CONTRACTOR SHALL PRIORITIZE ALL WORK FOR PHASE 1A OVER WORK TO BE COMPLETED IN PHASES 1B AND 1C.
13. LIGHTED RUNWAY CLOSURE MARKERS SHALL BE MAINTAINED BY THE CONTRACTOR DURING THE ENTIRETY OF MILESTONE 1 PHASE 1A. A TOTAL OF TWO LIGHTED RUNWAY CLOSURE MARKERS SHALL BE PROVDED BY DEN FOR USE DURING THE PROJECT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FUEL, SERVICE, OPERATE, PROTECT, AND MAINTAIN THE CLOSURE MARKERS. REPOSITIONING OF THE MARKERS SHALL REQUIRE THE APPROVAL AND OF THE DEN PROJECT MANAGER.

LEGEND

- MILESTONE 1, PHASE 1A LIMITS
- HAUL ROUTE 1
- ARFF ACCESS
- ROFA — RUNWAY OBJECT FREE AREA (ADG V)
- RSA — RUNWAY SAFETY AREA (ADG V)
- TOFA — TAXIWAY OBJECT FREE AREA (ADG V)
- TSA — TAXIWAY SAFETY AREA (ADG V)
- LOW PROFILE BARRICADES
- LIGHTED RUNWAY CLOSURE MARKER

COLORADO LICENSED
JOHN B. VERRY
38988
3/10/2023
PROFESSIONAL ENGINEER

GRAPHIC SCALE
500 0 500 1000
(IN FEET)

CITY & COUNTY of DENVER
DENVER INTERNATIONAL AIRPORT

JVIATION
A WOOLPERT COMPANY

RUNWAY 17L-35R PAVEMENT REHAB AND ELECTRICAL UPGRADES

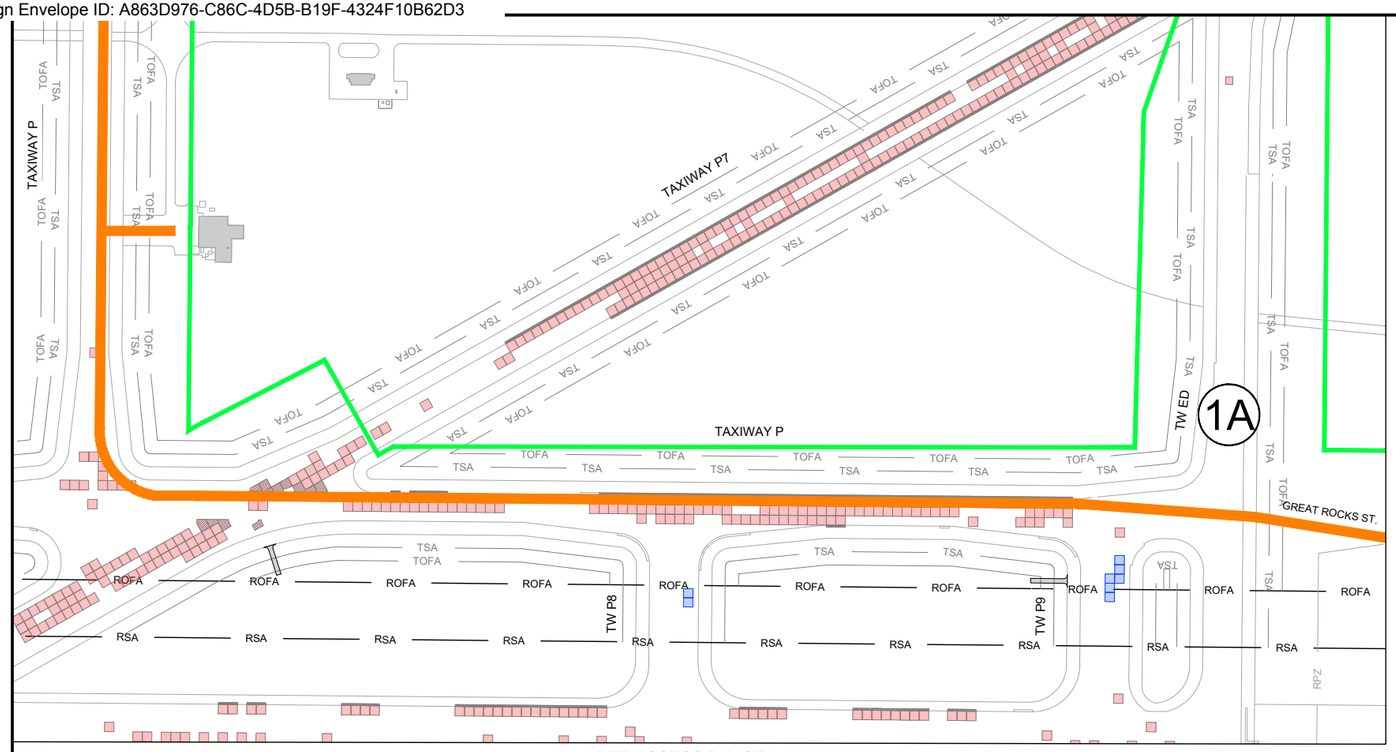
ISSUE RECORD

NO.	BY	PURPOSE	DATE	CKD
1	BRG	IFC	10MR23	

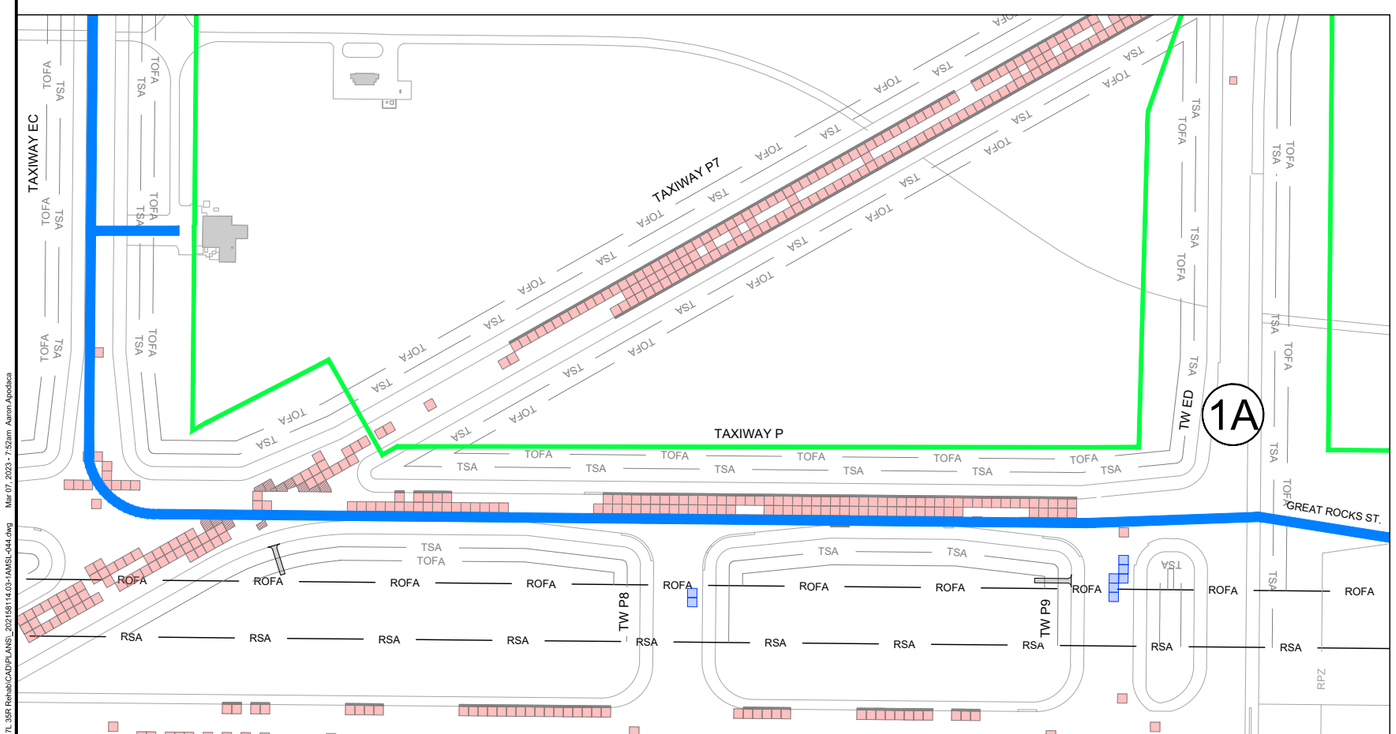
SCALE: 1" = 1000' (11" X 17")
DATE: JUNE 24, 2022
DRAWN BY: A.P.A.
CHECKED BY: C.L.G.
FAA AIP NO: 3-08-0086-0XX-20XX
WORK BREAKDOWN NO.
DESIGN CONTRACT NO. 202158114 -TASK 03
CONST. CONTRACT NO. XXXX
VOLUME NO. 1
SHEET TITLE: MILESTONE 1/PH1A CONSTRUCTION PHASING
SHEET NO. G-043
18 OF 308
CADD FILE NO. _202158114.03-1AMSL-043

L:\DNA\2021\58114 Task 3 RW 17L 35R Rehab\CAD\PLANS_2021\58114.03-1AMSL-043.dwg Mar 07, 2023 - 7:51am Aaron Apodaca

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3



ARFF ACCESS PHASE 1



ARFF ACCESS PHASE 2

EMERGENCY VEHICLE ACCESS NOTES:

1. THE CONTRACTOR SHALL MAINTAIN A 25-FOOT AIRCRAFT RESCUE FIRE FIGHTING (ARFF) RESPONSE VEHICLE ACCESS LANE THROUGH TAXIWAY EC, TAXIWAY P, AND ACROSS TAXIWAY ED DURING CONSTRUCTION. THE EMERGENCY VEHICLE ACCESS LANE SHALL BE DELINEATED THROUGH THE PROJECT AREAS WITH INTERLOCKED LOW PROFILE BARRICADES OR AS APPROVED BY THE DEN PROJECT MANAGER AND DEN OPERATIONS. THESE SHALL BE WEIGHTED TO PREVENT MOVEMENT AND TO MAINTAIN THE PRESCRIBED ALIGNMENT AT ALL TIMES. ALL CONSTRUCTION CROSSINGS SHALL BE CLEARLY MARKED AND SIGNED TO ENSURE NO INTERFERENCE WITH THE ARFF ROUTE.
2. AFTER THE DELINEATION OF THE ARFF ROUTE IS COMPLETE, THE DEN PROJECT MANAGER, DEN OPERATIONS, AND DEN ARFF WILL INSPECT THE ROUTE AND NOTIFY THE CONTRACTOR OF ANY CHANGES THAT NEED TO BE MADE. ALL CHANGES TO THE ARFF ROUTE SHALL BE COMPLETED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT.
3. THE CONTRACTOR SHALL BE REQUIRED TO PHASE THE WORK TO MAINTAIN EMERGENCY ACCESS THOUGH THE PROJECT SITE AT ALL TIMES. ALL PROJECT ROADWAYS AND EMERGENCY ACCESS SHALL BE MAINTAINED BY THE CONTRACTOR AT ALL TIMES.
4. THE CONTRACTOR SHALL BE REQUIRED TO COORDINATE ALL CONSTRUCTION ACTIVITIES THROUGHOUT THE PROJECT TO ALLOW ACCESS TO GREAT ROCKS ROAD AT ALL TIMES WITHOUT DELAY TO EMERGENCY VEHICLES.
5. WHERE EMERGENCY VEHICLES NEED TO OPERATE ON PAVEMENT TO REMAIN, THE CONTRACTOR SHALL PROTECT THE SURFACE OF THE PAVEMENT FROM DAMAGE BY SUCH MEANS AS APPROVED BY THE DEN PROJECT MANAGER.
6. THE CONTRACTOR SHALL NOT PLACE VEHICLES, EQUIPMENT, OR MATERIALS IN THE PRESCRIBED EMERGENCY ACCESS ROUTES AND SHALL CONDUCT ADJACENT CONSTRUCTION ACTIVITY IN A MANNER THAT WILL NOT ALLOW ANY TEMPORARY OR LONG TERM OCCUPANCY OF THE EMERGENCY ROUTE. CONSTRUCTION VEHICLES SHALL YIELD TO ANY EMERGENCY VEHICLES WHEN THERE IS A NEED TO CROSS THE EMERGENCY ROUTE.
7. PAVEMENT THAT IS TO REMAIN THAT IS DAMAGED BY THE CONTRACTORS ACTIVITIES REGARDLESS OF PROTECTION USED AND APPROVED SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT.
8. THE CONTRACTOR SHALL HAVE AN APPROVED SWEEPER ON SITE AT ALL TIMES. IN ADDITION TO GENERAL SITE CLEANLINESS, THE CONTRACTOR SHALL SWEEP THE EMERGENCY ACCESS ROUTE AS REQUIRED TO KEEP THE PAVEMENTS FREE OF FOREIGN OBJECT DEBRIS (FOD). OPERATIONAL PAVEMENTS ADJACENT TO THE WORK AREA SHALL BE SWEPT CLEAN OF FOD DURING CONSTRUCTION AND HAULING ACTIVITIES.
9. SIGNS DENOTING THE ARFF ACCESS ROUTE SHALL BE PLACED ALONG THE ARFF ROUTE AS DIRECTED BY THE DEN PROJECT MANAGER.

ARFF ACCESS PHASE 1 NOTES:

1. THE CONTRACTOR SHALL MAINTAIN ACCESS FROM ARFF STATION #3, TAXIWAY EC, AND THE WEST MOST 25-FOOT LANE ON TAXIWAY P TO ACCESS GREAT ROCKS ROAD.
2. THE TAXIWAY ED CROSSING AREA PAVEMENT PANELS INDICATED ON THE PHASING PLAN SHALL REMAIN FOR THE EMERGENCY ACCESS LANE TO GREAT ROCKS ROAD, UNTIL SUCH TIME AS THE NEW ADJACENT PAVEMENT CONSTRUCTED UNDER MILESTONE 1 PHASE 1A IS AVAILABLE FOR USE DURING ARFF PHASE 2 CONSTRUCTION.
3. ALL CHANGES TO THE ARFF PHASE 1 ACCESS ROUTE SHALL BE COORDINATED WITH THE DEN PROJECT MANAGER. A MINIMUM NOTICE OF 10 DAYS SHALL BE REQUIRED PRIOR TO PROCEEDING TO ARFF PHASE 2.

ARFF ACCESS PHASE 2 NOTES:

1. THE CONTRACTOR SHALL MAINTAIN ACCESS FROM ARFF STATION #3, TAXIWAY EC, AND THE EAST MOST 25-FOOT LANE ON TAXIWAY P TO ACCESS GREAT ROCKS ROAD.
2. THE TAXIWAY ED CROSSING AREA PAVEMENT PANELS INDICATED ON THE PHASING PLAN SHALL REMAIN FOR THE EMERGENCY ACCESS LANE TO GREAT ROCKS ROAD, UNTIL THE COMPLETION OF MILESTONE 1 PHASE 1A
3. ALL CHANGES TO THE ARFF PHASE 2 ACCESS ROUTE SHALL BE COORDINATED WITH THE DEN PROJECT MANAGER.

LEGEND

- MILESTONE 1, PHASE 1A LIMITS
- ARFF ACCESS PHASE 1
- ARFF ACCESS PHASE 2
- ROFA — RUNWAY OBJECT FREE AREA (ADG V)
- RSA — RUNWAY SAFETY AREA (ADG V)
- TOFA — TAXIWAY OBJECT FREE AREA (ADG V)
- TSA — TAXIWAY SAFETY AREA (ADG V)

COLORADO LICENSED
JON B. FEE
38988
3/10/2023
PROFESSIONAL ENGINEER

GRAPHIC SCALE
200 0 200 400
(IN FEET) 400

CITY & COUNTY of DENVER
DENVER INTERNATIONAL AIRPORT

JVIATION
A WOOLPERT COMPANY

RUNWAY 17L-35R PAVEMENT REHAB AND ELECTRICAL UPGRADES

ISSUE RECORD

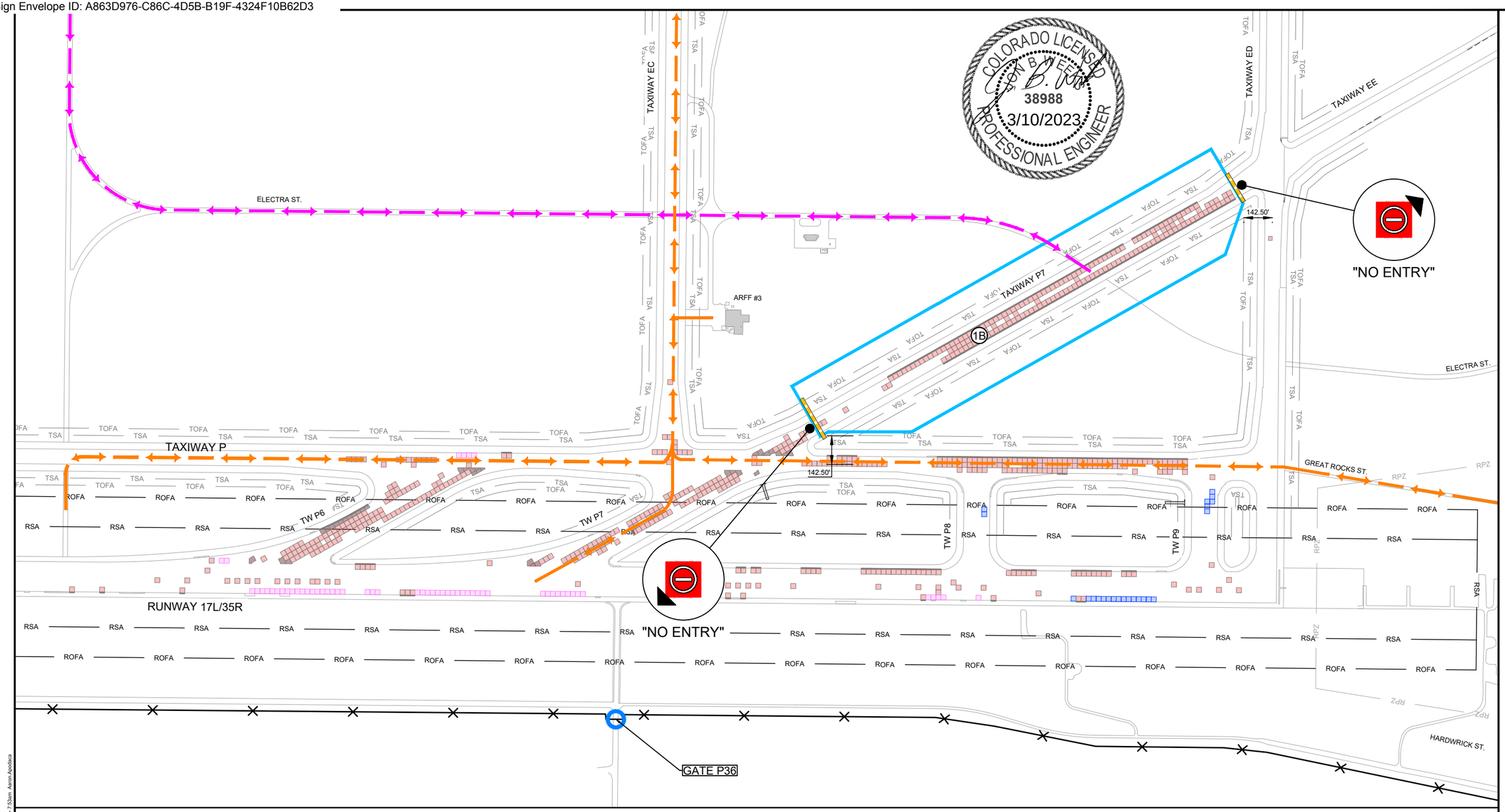
NO.	BY	PURPOSE	DATE	CKD
1	BRG	IFC	10MR23	

SCALE: 1" = 400' (11" X 17")
DATE: JUNE 24, 2022
DRAWN BY: A.P.A.
CHECKED BY: C.L.G.
FAA AIP NO: 3-08-0086-0XX-20XX
WORK BREAKDOWN NO.
DESIGN CONTRACT NO. 202158114 -TASK 03
CONST. CONTRACT NO. XXXX
VOLUME NO. 1
SHEET TITLE: MILESTONE 1/PH1A ARFF ACCESS PHASING PLAN
SHEET NO. G-044

CADD FILE NO. _202158114.03-1AMSL-044

L:\DEN\202158114 Task 3 RW 17L 35R Rehab\CAD\PLANS_202158114.03-1AMSL-044.dwg Mar 07, 2023 - 7:52am Aaron Apodaca

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3



COLORADO LICENSED PROFESSIONAL ENGINEER
JON B. WEEG
38988
3/10/2023

MILESTONE 1, PHASE 1B NOTES:

1. CONTRACTOR SHALL HAVE 24 HOUR ACCESS TO MILESTONE 1, PHASE 1B WORK AREAS. CONTRACTOR TO SUBMIT PROPOSED WORK HOURS AND SCHEDULE FOR COMPLETION OF MILESTONE 1, ALL PHASES, FOR APPROVAL BY DEN PROJECT MANAGER AND DEN OPERATIONS AT LEAST 45 DAYS PRIOR TO START OF CONSTRUCTION FOR MILESTONE 1.
2. MILESTONE 1, PHASE 1B SHALL BE COMPLETED IN 120 CALENDAR DAYS AND RUN CONCURRENTLY WITH PHASES 1A AND 1C.
3. THE CONTRACTOR'S HAUL ROUTES ARE SHOWN IN THEIR ENTIRETY ON SHEETS G-011.
4. CONSTRUCTION SIGNAGE FOR HAUL ROUTES AND SITE ACCESS IS SHOWN ON SHEETS G-012 THROUGH G-016.
5. MILESTONE 1, PHASE 1B WORK INCLUDES, BUT IS NOT LIMITED TO, REMOVAL AND REPLACEMENT OF CONCRETE PANELS IDENTIFIED FOR REHABILITATION, SHOULDER MILLING AND PAVING IN SELECTED AREAS, TAXIWAY CENTERLINE AND EDGE LIGHTING AND CIRCUITING IMPROVEMENTS, SELECT AIRFIELD SIGN AND CIRCUITING IMPROVEMENTS, AND AIRFIELD STRIPING IMPROVEMENTS.
6. CONTRACTOR TO PROTECT EXISTING AIRPORT AND FAA FACILITIES AND INFRASTRUCTURE AT ALL TIMES.
7. CONTRACTOR SHALL MAINTAIN A MINIMUM OF ONE LANE OF TRAFFIC IN BOTH DIRECTIONS ON THE VEHICLE SERVICE ROADS (VSR) AT ALL TIMES. TRAFFIC MAY BE SEPARATED THROUGH THE USE OF CONES. CONTRACTOR IS REQUIRED TO SUBMIT A METHOD OF HANDLING TRAFFIC (MHT) 14 DAYS PRIOR TO CONSTRUCTION FOR REVIEW AND APPROVAL BY THE DEN PROJECT MANAGER.
8. HEIGHT RESTRICTIONS ON EQUIPMENT AND STOCKPILES ARE REQUIRED IN ORDER TO PERFORM WORK WITHIN THE PROJECT LIMITS. EQUIPMENT AND STOCKPILE HEIGHT SHALL NOT EXCEED 40-FEET ON RUNWAY 17L-35R, TAXIWAY P, AND TAXIWAY P7. EQUIPMENT AND STOCKPILE HEIGHT SHALL NOT EXCEED 20-FEET WEST OF TAXIWAY P ON TAXIWAYS EA AND EC, WEST OF TAXIWAY P7 ON TAXIWAY ED, AND ALL HOMERUN WIRE PULL AREAS. MORE DETAILED DIRECTIONS FOR WORK AREAS AND EQUIPMENT HEIGHTS WILL BE PROVIDED TO CONTRACTOR PRIOR TO CONSTRUCTION ACTIVITIES.
9. THE CONTRACTOR SHALL COORDINATE ARFF ACCESS THROUGH THE ACTIVE WORK AREAS WITH THE DEN PROJECT MANAGER AND DEN AIRPORT OPERATIONS. SPECIFIC PHASING REQUIREMENTS FOR ARFF ACCESS CAN BE FOUND ON SHEET G-044.
10. A BURN IN PERIOD OF SEVEN (7) DAYS TO RUN AND TEST ALL LIGHTING CIRCUITS WILL BE REQUIRED AT THE END OF MILESTONE 1 PHASE 1A.
11. THE CONTRACTOR SHALL COORDINATE WORK IN MILESTONE 1, PHASE 1B WITH THE TAXIWAY EE PROJECT AND THE WILDLIFE MITIGATION PHASE 2 PROJECT TO ENSURE ALL PROJECTS CAN BE COMPLETED WITHOUT DELAY.
12. BARRICADES AND HAUL ROUTE SHOWN ON THIS SHEET ARE ONLY NECESSARY IN THE EVENT THAT MILESTONE 1 PHASE 1B IS NOT COMPLETED AND OPENED TO AIRCRAFT TRAFFIC ON THE SAME DAY AS MILESTONE 1 PHASE 1A.

LEGEND

- MILESTONE 1, PHASE 1B LIMITS
- HAUL ROUTE 2
- ARFF ACCESS
- ROFA — RUNWAY OBJECT FREE AREA (ADG V)
- RSA — RUNWAY SAFETY AREA (ADG V)
- TOFA — TAXIWAY OBJECT FREE AREA (ADG V)
- TSA — TAXIWAY SAFETY AREA (ADG V)
- LOW PROFILE BARRICADES

GRAPHIC SCALE
250 0 250 500
(IN FEET)

CITY & COUNTY of DENVER
DENVER INTERNATIONAL AIRPORT

JVIATION
A WOOLPERT COMPANY

RUNWAY 17L-35R PAVEMENT REHAB AND ELECTRICAL UPGRADES

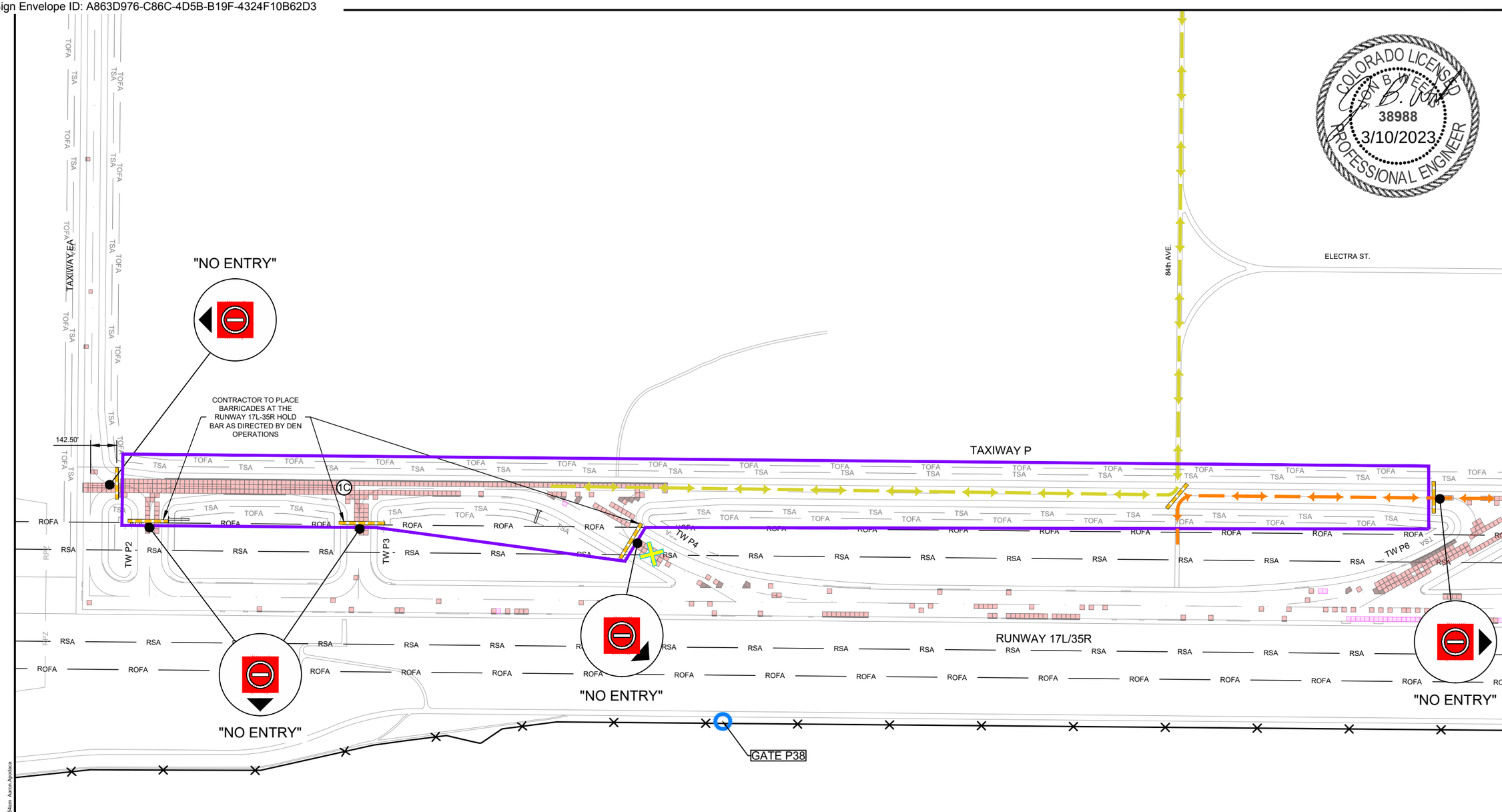
ISSUE RECORD

NO.	BY	PURPOSE	DATE CKD
1	BRG	IFC	10MR23

SCALE: 1" = 500' (11' X 17")
DATE: JUNE 24, 2022
DRAWN BY: A.P.A.
CHECKED BY: C.L.G.
FAA AIP NO: 3-08-0086-0XX-20XX
WORK BREAKDOWN NO.
DESIGN CONTRACT NO. 202158114 -TASK 03
CONST. CONTRACT NO. XXXX
VOLUME NO. 1
SHEET TITLE: MILESTON 1/PH1B CONSTRUCTION PHASING
SHEET NO. G-045
20 OF 308
CADD FILE NO. _202158114.03-1AMSL-045

L:\DWA\202158114 Task 3 RW 17L 35R Rehab\CADD\PLANS_202158114.03-1AMSL-045.dwg Mar 07, 2023 - 7:53am Aaron Apodaca

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3



1. CONTRACTOR SHALL HAVE 24 HOUR ACCESS TO MILESTONE 1, PHASE 1C WORK AREAS. CONTRACTOR TO SUBMIT PROPOSED WORK HOURS AND SCHEDULE FOR COMPLETION OF MILESTONE 1, ALL PHASES, FOR APPROVAL BY DEN PROJECT MANAGER AND DEN OPERATIONS AT LEAST 45 DAYS PRIOR TO START OF CONSTRUCTION FOR MILESTONE 1.
2. MILESTONE 1, PHASE 1C SHALL BE COMPLETED IN 140 CALENDAR DAYS AND RUN CONCURRENTLY WITH PHASES 1A AND 1C.
3. THE CONTRACTOR'S HAUL ROUTES ARE SHOWN IN THEIR ENTIRETY ON SHEETS G-011.
4. CONSTRUCTION SIGNAGE FOR HAUL ROUTES AND SITE ACCESS IS SHOWN ON SHEETS G-012 THROUGH G-016.
5. MILESTONE 1, PHASE 1C WORK INCLUDES, BUT IS NOT LIMITED TO, REMOVAL AND REPLACEMENT OF CONCRETE PANELS IDENTIFIED FOR REHABILITATION, SHOULDER MILLING AND PAVING IN SELECTED AREAS, TAXIWAY CENTERLINE AND EDGE LIGHTING AND CIRCUITING IMPROVEMENTS, SELECT AIRFIELD SIGN AND CIRCUITING IMPROVEMENTS, AND AIRFIELD STRIPING IMPROVEMENTS.
6. CONTRACTOR TO PROTECT EXISTING AIRPORT AND FAA FACILITIES AND INFRASTRUCTURE AT ALL TIMES.
7. CONTRACTOR SHALL MAINTAIN A MINIMUM OF ONE LANE OF TRAFFIC IN BOTH DIRECTIONS ON THE VEHICLE SERVICE ROADS (VSR) AT ALL TIMES. TRAFFIC MAY BE SEPARATED THROUGH THE USE OF CONES. CONTRACTOR IS REQUIRED TO SUBMIT A METHOD OF HANDLING TRAFFIC (MHT) 14 DAYS PRIOR TO CONSTRUCTION FOR REVIEW AND APPROVAL BY THE DEN PROJECT MANAGER.
8. HEIGHT RESTRICTIONS ON EQUIPMENT AND STOCKPILES ARE REQUIRED IN ORDER TO PERFORM WORK WITHIN THE PROJECT LIMITS. EQUIPMENT AND STOCKPILE HEIGHT SHALL NOT EXCEED 40-FEET ON RUNWAY 17L-35R, TAXIWAY P, AND TAXIWAY P7. EQUIPMENT AND STOCKPILE HEIGHT SHALL NOT EXCEED 20-FEET WEST OF TAXIWAY P ON TAXIWAYS EA AND EC, WEST OF TAXIWAY P7 ON TAXIWAY ED, AND ALL HOMERUN WIRE PULL AREAS. MORE DETAILED DIRECTIONS FOR WORK AREAS AND EQUIPMENT HEIGHTS WILL BE PROVIDED TO CONTRACTOR PRIOR TO CONSTRUCTION ACTIVITIES.
9. THE CONTRACTOR SHALL COORDINATE ARFF ACCESS THROUGH THE ACTIVE WORK AREAS WITH THE DEN PROJECT MANAGER AND DEN AIRPORT OPERATIONS.
10. A BURN IN PERIOD OF SEVEN (7) DAYS TO RUN AND TEST ALL LIGHTING CIRCUITS WILL BE REQUIRED AT THE END OF MILESTONE 1 PHASE 1C.
11. BARRICADES AND HAUL ROUTE SHOWN ON THIS SHEET ARE ONLY NECESSARY ONCE MILESTONE 1 PHASE 1A IS COMPLETED AND OPENED TO AIRCRAFT TRAFFIC.
12. THE CONTRACTOR SHALL COORDINATE WORK IN MILESTONE 1, PHASE 1C WITH THE WILDLIFE MITIGATION PHASE 2 PROJECT TO ENSURE BOTH PROJECTS CAN BE COMPLETED WITHOUT DELAY.
13. ALL VEHICLES AND EQUIPMENT NECESSARY TO THE COMPLETION OF THE WORK ON TAXIWAY P BETWEEN 84TH AVE AND TAXIWAY P6 SHALL BE KEPT ON THE SHOULDER, OUTSIDE THE TAXIWAY EDGE LIGHTS. THE CONTRACTOR SHALL BE AWARE OF AND YIELD TO EMERGENCY VEHICLES IN THIS AREA AT ALL TIMES.

LEGEND

- MILESTONE 1, PHASE 1C LIMITS
- HAUL ROUTE 3
- ARFF ACCESS
- ROFA — RUNWAY OBJECT FREE AREA (ADG V)
- RSA — RUNWAY SAFETY AREA (ADG V)
- TOFA — TAXIWAY OBJECT FREE AREA (ADG V)
- TSA — TAXIWAY SAFETY AREA (ADG V)
- LOW PROFILE BARRICADES
- TAXIWAY CLOSURE "X"

GRAPHIC SCALE
275 0 275 550
(IN FEET)

COLORADO LICENSED PROFESSIONAL ENGINEER
JON B. WEEKS
38988
3/10/2023

CITY & COUNTY of DENVER
DENVER INTERNATIONAL AIRPORT

JVIATION
A WOOLPERT COMPANY

RUNWAY 17L-35R PAVEMENT REHAB AND ELECTRICAL UPGRADES

ISSUE RECORD

NO.	BY	PURPOSE	DATE	CKD
1	BRG	IFC	10MR23	

SCALE: 1" = 550' (11' X 17")
DATE: JUNE 24, 2022
DRAWN BY: A.P.A.
CHECKED BY: C.L.G.
FAA AIP NO: 3-08-0086-0XX-20XX
WORK BREAKDOWN NO.
DESIGN CONTRACT NO. 202158114 -TASK 03
CONST. CONTRACT NO. XXXX
VOLUME NO. 1
SHEET TITLE: MILESTONE 1/PH1C CONSTRUCTION PHASING
SHEET NO. G-046
21 OF 308
CADD FILE NO. _202158114.03-1AMSL-046

L:\DIA\202158114 Task 3 RW 17L 35R Rehab\CADD\PLANS_202158114.03-1AMSL-046.dwg Mar 07, 2023 - 7:54am Aaron Apodaca

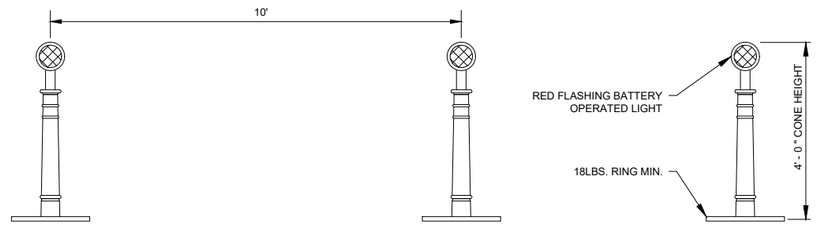
DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

GENERAL CONSTRUCTION SAFETY NOTES:

1. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS AND CONSTRUCTION PERMITS THAT ARE PERTINENT TO THIS WORK.
2. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGES TO UTILITIES OR EQUIPMENT, AS DIRECTED BY THE DEN PROJECT MANAGER, IMMEDIATELY AND AT THE CONTRACTORS EXPENSE. IN THE EVENT OF DAMAGE TO EXISTING UTILITIES AND CABLES THAT ARE TO REMAIN, THE DEN PROJECT MANAGER AND AIRPORT OPERATIONS ARE TO BE NOTIFIED IMMEDIATELY.
3. THE CONTRACTOR SHALL CONTROL DUST FROM THE OPERATIONS TO A LEVEL ACCEPTABLE TO THE DEN PROJECT MANAGER AND IN ACCORDANCE WITH ALL APPLICABLE PERMITS AT ALL TIMES. THE CONTRACTOR SHALL HAVE AVAILABLE VACUUM BROOMS, WATERING TRUCKS AND OTHER EQUIPMENT NECESSARY TO CONTROL DUST AND DEBRIS AT ALL TIMES. ALL METHODS FOR CONTROLLING DUST AND DEBRIS SHALL BE SUBJECT TO THE DEN PROJECT MANAGER'S APPROVAL. DUST AND DEBRIS CONTROL SHALL BE STRICTLY MONITORED DUE TO IT'S IMPACT ON AIRCRAFT SAFETY. FAILURE TO PROPERLY CONTROL DUST AND DEBRIS OR TO RESPOND TO ANY REQUESTS TO DO SO WILL RESULT IN CONSTRUCTION ACTIVITIES BEING STOPPED BY THE DEN PROJECT MANAGER UNTIL DUST AND DEBRIS CAN BE PROPERLY CONTROLLED. ALL LOST TIME WILL COUNT AGAINST THE CONTRACTOR'S CONTRACT DURATION.
4. THE CONTRACTOR SHALL COOPERATE WITH EXISTING AND FUTURE CONTRACTORS WORKING IN THE AREA. AT ALL TIMES CONTRACTOR SHALL COORDINATE THEIR EFFORTS TO MAINTAIN THE NECESSARY CONSTRUCTION ACCESS ROUTES AND TO ASSURE ALL CONTRACTS CONTINUE ON A TIMELY BASIS.
5. WEEKLY MEETINGS SHALL BE HELD BY THE CONTRACTOR WITH THE DEN PROJECT MANAGER AND OTHER INTERESTED PARTIES TO COORDINATE THE CLOSURES, WORK AREAS AND CONSTRUCTION SCHEDULES. ADDITIONAL MEETINGS SHALL BE HELD AS NECESSARY.
6. CONTRACTOR TO PLACE CONES AROUND ALL TRENCHES AND PAVEMENT REMOVAL AREAS. CONES ARE TO BE PLACED AROUND PAVEMENT REMOVAL AREAS PRIOR TO DEMOLITION AND SHALL REMAIN IN-PLACE UNTIL CONCRETE HAS CURED OR ASPHALT IS PAVED AND ROLLED.

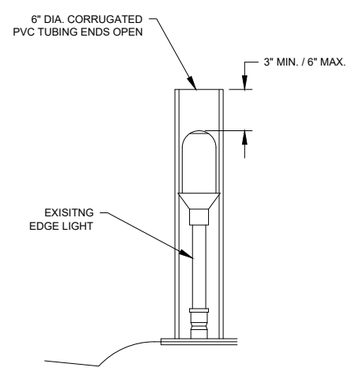
SAFETY NOTES:

1. THE CONTRACTOR, SUBCONTRACTORS, AND OTHER PERSONNEL SHALL BE REQUIRED TO STAY WITHIN THE DEFINED WORK AREA LIMITS.
2. THE AIRPORT WILL REMAIN IN OPERATION DURING CONSTRUCTION. AIRCRAFT WILL HAVE THE RIGHT OF WAY AT ALL TIMES. CONTRACTOR SHALL NOT TRAVEL ON ANY ACTIVE SURFACES.
3. BECAUSE THE CONSTRUCTION IS NEAR ACTIVE TAXIWAYS AND RUNWAYS, ALL CONSTRUCTION ACTIVITIES SHALL BE CONDUCTED IN A MANNER ACCEPTABLE TO THE DEN PROJECT MANAGER TO PROVIDE ACCEPTABLE LEVELS OF SAFETY FOR ALL AIRPORT OPERATIONS AND CONTRACTOR PERSONNEL.
4. THE CONTRACTOR SHALL COMPLY WITH ALL MARKING, LIGHTING, AND PRECAUTIONARY PROVISIONS ESTABLISHED BY FAA ADVISORY CIRCULAR AC 150/5370-2, CURRENT EDITION.
5. ALL ELEMENTS OF THE CONSTRUCTION SHALL BE DONE IN SUCH A MANNER THAT, AT THE END OF THE CLOSURE PERIOD, THE SAFETY AREA WILL BE IN A CONDITION SUITABLE TO AIRPORT OPERATIONS. THE SAFETY AREA CONDITION SHALL BE SUBJECT TO THE DEN PROJECT MANAGER AND AIRPORT OPERATIONS APPROVAL. THE CONTRACTOR SHALL SWEEP THE ACTIVE PAVEMENTS AT A FREQUENCY AS DETERMINED BY DEN PROJECT MANAGER.
6. CONTRACTOR SHALL PREPARE A DETAILED CONSTRUCTION SCHEDULE FOR EACH CONSTRUCTION PHASE. THE CONSTRUCTION SCHEDULE SHALL BE COMPLETED AND SUBMITTED TO THE DEN PROJECT MANAGER FOR REVIEW A MINIMUM OF TEN (10) WORKING DAYS PRIOR TO THE SCHEDULED PRE-CONSTRUCTION CONFERENCE. SUBSEQUENT REVISIONS TO THE SCHEDULE SHALL BE SUBMITTED AT WEEKLY CONSTRUCTION MEETINGS.
7. DEN RESERVES THE RIGHT TO POTENTIALLY OPEN AND USE AIRFIELD PAVEMENTS NECESSARY TO SMGCS OPERATIONS AND ROUTES AND/OR DEICING OPERATIONS AT THE DISCRETION OF THE AIRPORT. THE CONTRACTOR SHALL COMPLY WITH THE AIRPORT'S DIRECTIONS AT NO ADDITIONAL COST TO THE SPONSOR.



CANDLESTICK DETAIL

N.T.S.



NOTES:

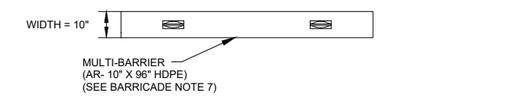
1. CONTRACTOR TO ENSURE NO DAMAGE WHEN PLACING AND REMOVING 6" DIAMETER CORRUGATED PVC TUBING.
2. ANY DAMAGE TO TAXIWAY EDGE LIGHTS WILL REQUIRE REPLACEMENT OF TAXIWAY EDGE LIGHTS AT CONTRACTOR'S EXPENSE.

TEMPORARY COVERED TAXIWAY EDGE LIGHT DETAIL

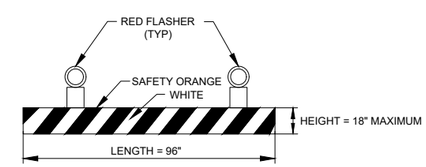
N.T.S.

BARRICADE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED BARRICADES AND OTHER TRAFFIC CONTROL DEVICES. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL BARRICADES. PROCUREMENT, DELIVERY, INSTALLATION, AND MAINTENANCE OF ALL BARRICADES AND OTHER TRAFFIC CONTROL DEVICES SHALL BE CONSIDERED INCIDENTAL TO 0155254 - TRAFFIC CONTROL.
2. FLASHERS TO BE SOLAR POWERED. LENS TO BE RED AND BE ABLE TO ROTATE 90°.
3. FACING OF LOW-PROFILE FLASHER AND TUBULAR FLASHER BARRICADE(S) TO BE COVERED WITH REFLECTIVE MATERIAL.
4. LOW-PROFILE BARRICADES TO BE INTERLOCKED ALONG OPERATIONAL PAVEMENT, ADJACENT TO CONSTRUCTION, AS DIRECTED BY THE DEN PROJECT MANAGER.
5. PCCP REMOVAL PANELS REQUIRE TUBULAR FLASHER BARRICADES BE PLACED ON THE PERIMETER OF EACH CORNER OF THE PANEL REMOVED, AND ONE TUBULAR FLASHER BARRICADE LOCATED BETWEEN THE CENTER OF THE ONES LOCATED IN THE CORNERS. TUBULAR FLASHER BARRICADES WILL BE PLACED ON THE CONCRETE DIRECTLY ADJACENT TO THE PANEL(S) REMOVED. OTHER MEANS OF MARKING THE LIMITS OF PANELS REMOVED MAY BE APPROVED BY THE DEN PROJECT MANAGER.
6. FLASHERS SHALL BE SECURED TO THE BARRICADES, AS APPROVED BY AIRPORT OPERATIONS. ALTERNATE FLASHER LENSES SO THAT EVERY OTHER LENS IS ROTATED 90°.
7. LOW-PROFILE BARRICADES SHALL BE OF LOW MASS, EASILY COLLAPSIBLE UPON CONTACT WITH AN AIRCRAFT OR ANY OF ITS COMPONENTS, AND WEIGHTED.
8. TUBULAR FLASHER BARRICADES SHALL BE 48" HEIGHT MINIMUM WITH RED FLASHER ATTACHED WITH 18 LB MINIMUM RUBBER BASE.
9. THE CONTRACTOR SHALL MAINTAIN ALL BARRICADES DURING DAYLIGHT HOURS. CONTRACTORS SHALL ALSO PROVIDE THE AIRPORT SPARE BATTERIES AND LIGHTBULBS (IF NECESSARY) FOR MAINTENANCE DURING NIGHTTIME HOURS.
10. ALL BARRICADES SHALL HAVE FUNCTIONAL FLASHERS AT ALL TIMES DURING CONSTRUCTION.



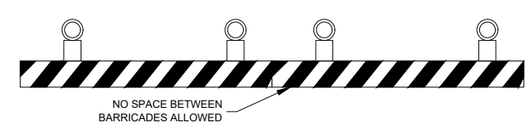
PLAN



ELEVATION

LOW PROFILE FLASHER BARRICADE DETAIL

N.T.S.



TYPICAL BARRICADE PLACEMENT DETAIL

N.T.S.

NOTE:

1. ANY PORTION OF AIRFIELD PAVEMENT THAT IS CLOSED FOR CONSTRUCTION WILL REQUIRE LOW PROFILE BARRICADES TO BE PLACED ON THE AIRFIELD PAVEMENT CLOSURE LIMITS PERIMETER.

CITY & COUNTY of DENVER

DENVER INTERNATIONAL AIRPORT

JVIATION
A WOOLPERT COMPANY

RUNWAY 17L-35R PAVEMENT REHAB AND ELECTRICAL UPGRADES

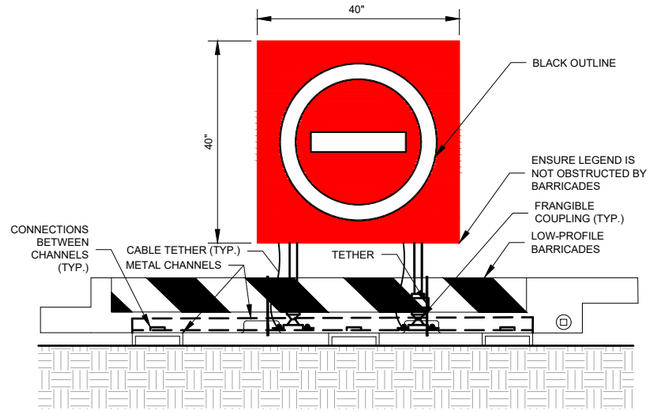
ISSUE RECORD

NO.	BY	PURPOSE	DATE	CKD
1	BRG	IFC	10MR23	

SCALE: NO SCALE
DATE: JUNE 24, 2022
DRAWN BY: A.P.A.
CHECKED BY: C.L.G.
FAA AIP NO: 3-08-0086-0XX-20XX
WORK BREAKDOWN NO.
DESIGN CONTRACT NO. 202158114 -TASK 03
CONST. CONTRACT NO. XXXX
VOLUME NO. 1
SHEET TITLE: SAFETY NOTES AND DETAILS
SHEET NO. G-060
22 OF 308
CADD FILE NO. _202158114.03-1AGEN-060

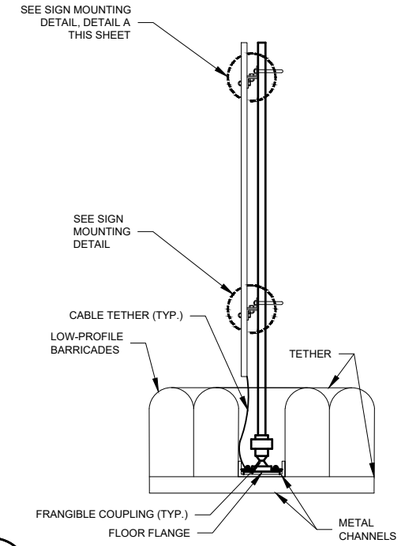
L:\DWG\202158114 Task 3 RW 17L 35R Rehab\CADPLANS_202158114.03-1AGEN-060.dwg Mar 07, 2023 - 7:56am Aaron Apodaca

DocuSign Envelope ID: A863D976-C86C-4D5B-B19F-4324F10B62D3

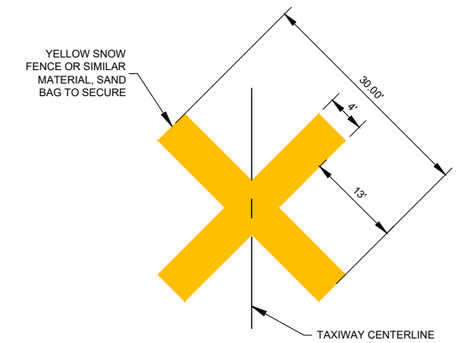


SYMBOL DIMENSIONS	
OUTER RADIUS	12.2"
INNER RADIUS	10.0"
DASH LENGTH	15.5"
DASH WIDTH	3.3"
BLACK OUTLINE	0.75"

1 / G-061 "NO ENTRY" FRONT VIEW
N.T.S.



2 / G-061 "NO ENTRY" AND CONSTRUCTION AHEAD" SIDE VIEW
N.T.S.



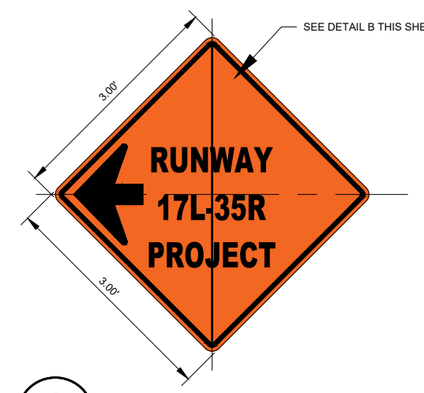
NOTES

1. THE CONTRACTOR SHALL PROVIDE CLOSED TAXIWAY MARKERS TO PROPERLY CLOSE THE AFFECTED TAXIWAYS. ALL COSTS FOR THE MARKERS, MAINTENANCE, RE-POSITIONING FOR PHASES, ETC. SHALL BE INCLUDED IN P-105-5.1 TEMPORARY CONSTRUCTION ITEMS.
2. SAND BAGS SHALL BE YELLOW, OR PAINTED YELLOW TO MATCH THE CLOSURE X.

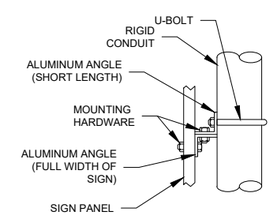
3 / G-061 CLOSED TAXIWAY MARKING DETAIL
N.T.S.

4 / G-061 RUNWAY 17L-35R PROJECT SIGN
N.T.S.

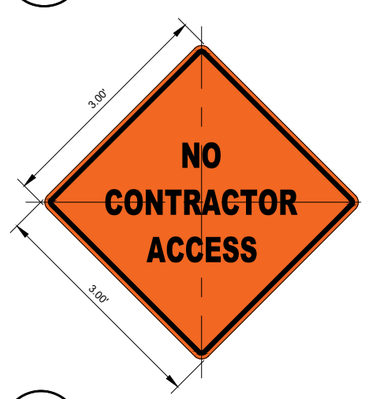
5 / G-061 RUNWAY 17L-35R PROJECT SIGN
N.T.S.



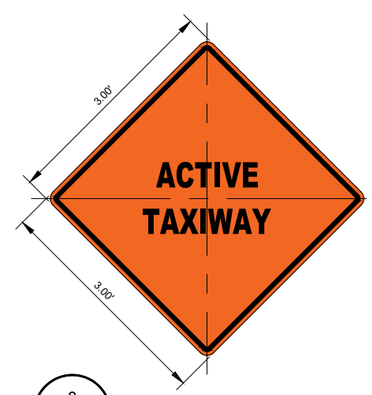
6 / G-061 RUNWAY 17L-35R PROJECT SIGN
N.T.S.



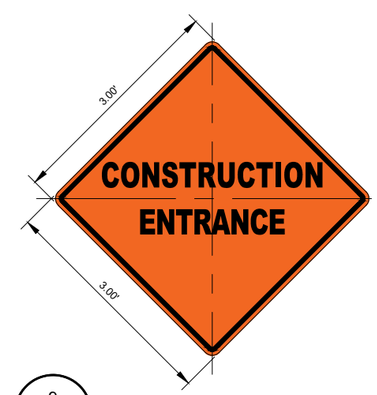
A / G-061 SIGN MOUNTING DETAIL
N.T.S.



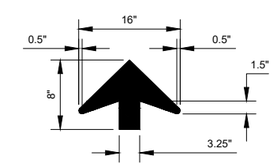
7 / G-061 NO CONTRACTOR ACCESS SIGN
N.T.S.



8 / G-061 ACTIVE TAXIWAY SIGN
N.T.S.



9 / G-061 CONSTRUCTION ENTRANCE SIGN
N.T.S.



B / G-061 GUIDE ARROW
N.T.S.

CITY & COUNTY of DENVER

DENVER INTERNATIONAL AIRPORT

JVIATION
A WOOLPERT COMPANY

RUNWAY 17L-35R PAVEMENT REHAB AND ELECTRICAL UPGRADES

ISSUE RECORD

NO.	BY	PURPOSE	DATE	CKD
1	BRG	IFC	10MR23	

SCALE: NO SCALE
DATE: JUNE 24, 2022
DRAWN BY: A.P.A.
CHECKED BY: C.L.G.
FAA AIP NO: 3-08-0086-0XX-20XX
WORK BREAKDOWN NO.
DESIGN CONTRACT NO. 202158114 -TASK 03
CONST. CONTRACT NO. XXXX
VOLUME NO. 1
SHEET TITLE: SAFETY NOTES AND DETAILS
SHEET NO. G-061
23 OF 308
CADD FILE NO. _202158114.03-1AGEN-060

L:\DIA\202158114 Task 3 RW 17L 35R Rehab\CAD\PLANS_202158114.03-1AGEN-060.dwg Mar 07, 2023 - 7:55am Aaron Apodaca