

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) 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 **GILMORE CONSTRUCTION CORPORATION**, a corporation authorized to do business in the State of Colorado (“**Contractor**”) (collectively the “**Parties**”).

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Denver International Airport (“**DEN**”); and

WHEREAS, the City desires to obtain professional On Call Airside Facility Maintenance and Repair services which may include a variety of services ranging from all types of Heating, Ventilation, Air Conditioning (“**HVAC**”), Building (Carpentry, Glazier, Car Wash repairs, Appliance Services and Paint services for airside interior and exterior needs), Electrical (medium and low voltage), Plumbing, Life Safety, and a variety other building repair services; and

WHEREAS, the City has undertaken a competitive process to solicit and receive proposals for such services, and has selected the proposal submitted by Contractor; and

WHEREAS, Contractor’s proposal was selected for award of the On Call Airside Facility Maintenance and Repair services (the “**Project**”); and

WHEREAS, Contractor is qualified, willing, and able to perform the services, as set forth in this Agreement in a timely, efficient, and economical manner; and

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. LINE OF AUTHORITY:

The Chief Executive Officer of the Department of Aviation or their designee or successor in function (the “**CEO**”), authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the DEN Maintenance division. The relevant Senior Vice President (the “**SVP**”), or their designee (the “**Director**”), will designate a Project Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager’s directions.

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

A. Scope of Services. Contractor shall provide professional services and deliverables for the City as designated by the CEO, from time to time and as described in the attached *Exhibit A* (“**Scope of Work**”) and in accordance with Task Orders, schedules and budgets set by the City.

Without requiring an amendment to this Agreement, the City may, through a Task Order or similar form issued by the CEO and signed by the Contractor, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

B. Task Orders. The Project Manager will issue task orders for work to be completed under this Agreement (“**Task Orders**”). The terms of each Task Order must include but are not limited to information regarding schedule, staffing, and pricing. The Director may reduce or increase the scope of work and/or staffing required by a Task Order and the time and cost of performance shall be adjusted to reflect the time and cost resulting from the reduction or increase. In the City’s sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order. Contractor shall comply with **Exhibit D** regarding Task Orders.

C. Standard of Performance.

i. Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

ii. Contractor shall be liable to the City for all acts and omissions of Contractor and its employees, subcontractors, agents and any other party with whom Contractor contracts to perform any portion of the work under this Agreement, including any design elements of any authorized Task Order.

D. Time is of the Essence. Contractor acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Contractor shall perform all work under this Agreement in a timely and diligent manner.

E. Subcontractors.

i. In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Contractor must obtain the prior written consent of the Director. Contractor shall request the Director’s approval in writing and shall include a description of the nature and extent of the services to be provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.

ii. The Director shall have the right to reject any proposed outside subcontractor deemed by the Director to be unqualified or unsuitable for any reason to perform the proposed services. The Director shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them.

iii. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance

against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.

iv. Contractor is subject to Denver Revised Municipal Code (“**D.R.M.C.**”) § 20-112, wherein Contractor shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118).

v. This Section, or any other provision of this Agreement, shall not create any contractual relationship between the City and any subcontractor. The City’s approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City’s approval of a subcontractor does not relieve Contractor of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

F. Personnel Assignments.

i. Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s), to perform work under this Agreement (“**Key Personnel**”). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the SVP or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

ii. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Contractor and its subcontractor(s) shall retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

iii. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Contractor or its subcontractor(s), is not acceptable or that any such personnel is no longer needed for performance of any work under this Agreement or Task Order(s), the Project Manager shall notify Contractor and may give Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the personnel, as applicable.

iv. If Contractor fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Contractor that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Contractor shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Contractor’s failure to obtain the Project Manager’s approval shall be grounds for Termination for Cause in accordance with this Agreement.

3. 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 Agreement on or before the day of the payment, whether 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 Agreement. 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 Agreement, 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 three (3) years after termination of this Agreement. 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.

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire Three (3) Years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Agreement may be extended for up to Two (2) Years in one year increments, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

B. If the Term expires prior to Contractor completing the work under this Agreement, subject to the prior written approval of the CEO, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Contractor has no right to compensation for services performed after the Expiration Date without such express approval from the CEO.

C. Suspension and Termination.

i. Suspension. The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the SVP, Contractor shall, as directed in the notice, stop work and submit an invoice for any work performed but not yet billed. Any milestones or other deadlines shall be extended by the period of suspension unless otherwise agreed to by the City and Contractor. The Expiration Date shall not be extended as a result of a suspension.

ii. Termination for Convenience. The City may terminate this Agreement at any time without cause upon written notice to Contractor.

iii. Termination for Cause. In the event Contractor fails to perform any provision of this Agreement, the City may either:

- a. Terminate this Agreement for cause with ten (10) days prior written notice to Contractor; or
- b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

iv. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 4(C)(iii)(b), Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Section 4(C)(iii)(a).

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement pursuant to Section 4(C)(ii), Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

vii. No Claims. Upon termination of this Agreement, Contractor shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

D. Remedies. In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Section 8 and Section 9 otherwise provided for in this Agreement.

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and

expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Ten Million Dollars and Zero Cents (\$10,000,000.00)** (“**Maximum Contract Amount**”). Contractor shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. Contractor acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

C. Payment Source. For payments required under this Agreement, the City shall make payments to Contractor solely from funds of the Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

D. Fee. Initial individual hourly rates and charges, including any applicable multiplier, are set forth in *Exhibit B* along with equipment, material, subcontractor, and testing markups. The Project Manager may annually adjust the hourly rates on the anniversary of the Effective Date as set forth in Exhibit B Schedule of Rates and Markups pricing sheet. Markups shall remain fixed throughout the term of the contract. Hourly rate adjustments shall not exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

E. Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay Contractor’s fees and expenses in accordance with this Agreement. Unless otherwise agreed to in writing, Contractor shall invoice the City on a regular basis in arrears and the City shall pay each invoice in accordance with Denver’s Prompt Payment Ordinance, D.R.M.C. § 20-107, *et seq.*, subject to the Maximum Contract Amount.

F. Invoices. Unless otherwise provided in a Task Order, Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City (“**Invoice**”). Each Invoice shall provide the basis for payments to Contractor under this Agreement. See **Exhibit E** Scheduling, Progress Reporting, Invoicing In submitting an Invoice, Contractor shall comply with all requirements of this Agreement and:

- i. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
- ii. Include a statement of recorded hours that are billed at an hourly rate;
- iii. Include the relevant purchase order (“**PO**”) number related to the Invoice;

iv. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;

v. For only those reimbursable costs incurred in the previous month, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;

vi. Include the signature of an authorized officer of Contractor, along with such officer's certification they have examined the Invoice and found it to be correct; and

vii. Submit each Invoice via email to AccountsPayableContracts@flydenver.com.

viii. Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

ix. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor's engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or their authorized representative.

G. Timesheets. Contractor shall maintain all timesheets kept or created in relation to the services performed under this Agreement. The City may examine such timesheets and any other related documents upon the City's request.

H. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a Termination of this Agreement or any Task Order, where the SVP or their authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 9.

I. Carry Over. If Contractor's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Contractor if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority and Women-Owned Business Enterprise Requirements

i. This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-117 to 28-199 (the "Goods and Services Ordinance"); and any Rules and Regulations promulgated pursuant thereto. The Contractor's Goal Commitment to MWBE participation for this Agreement is 18%

as stipulated in the Division of Small Business Opportunity's ("DSBO") Commitment to MWBE Participation Form submitted by the Contractor.

- ii. Under § 28-132, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless there is a change in the work by the City under § 28-133, D.R.M.C. The Contractor acknowledges that:
 - a. If directed by DSBO, the Contractor is required to develop and comply with an approved Utilization Plan and the requirements therein, in accordance with § 28-129(c), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.
 - b. If contract modifications are issued under the Agreement, whether by amendment or otherwise, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-133, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City.
 - c. If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification shall be immediately submitted to DSBO for notification purposes.
 - d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original requirement on the contract. The Contractor shall satisfy such requirement with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-128, 28-133, and 28-136, D.R.M.C., with respect to the modified dollar value or work under the contract.

- e. If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-135, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- f. Termination or substitution of an MWBE subcontractor requires compliance with § 28-136, D.R.M.C.
- g. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the Goods and Services Ordinance.
- h. Should any questions arise regarding DSBO requirements, the Contractor should consult the Goods and Services Ordinance or may contact the designated DSBO representative at (720) 913-1999.

B. Prompt Pay of MWBE Subcontractors. For agreements of one million dollars (\$1,000,000.00) and over to which D.R.M.C. § 28-135 applies, Contractor is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-135, with regard to payments by Contractor to MWBE subcontractors. If D.R.M.C. § 28-135 applies, Contractor shall make payment by no later than thirty-five (35) days from receipt by Contractor of the subcontractor's invoice.

C. Prevailing Wage. To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations 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 Agreement were encumbered. See **Exhibit G**

Date bid or proposal issuance was advertised: July 7, 2025.

- i. 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.
- ii. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.
- iii. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.

iv. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit 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.

v. 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 City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

D. Compliance With Denver Wage Laws. To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

E. City Prompt Pay.

i. The City will make monthly progress payments to Contractor for all services performed under this Agreement based upon 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 Agreement.

ii. Final Payment to Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by 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.

7. INSURANCE REQUIREMENTS:

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

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

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement 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 Agreement 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 Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

8. DEFENSE AND INDEMNIFICATION:

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the 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 relating to the work performed under this Agreement ("**Claims**"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

B. Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify the City shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City's negligence or willful misconduct was the sole cause of claimant's damages.

C. Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims

including, but not limited to, court costs and attorney 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 of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

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

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

9. DISPUTES:

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to the right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

10. GENERAL TERMS AND CONDITIONS:

A. Status of Contractor. Parties agree that the status of Contractor shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the "**City Charter**"). It is not intended, nor shall it be construed, that Contractor or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

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

C. Americans with Disabilities Act ("ADA"). Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA (42 USC § 12101, et. seq) and other federal, state, and local accessibility requirements. Contractor shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns may constitute a material breach of this Agreement. If requested by City, Contractor shall engage a qualified disability Contractor to review Contractor's work for compliance with the ADA (and any subsequent amendments to the statute) and all other related

federal, state, and local disability requirements, and Contractor shall remedy any noncompliance found by the qualified disability Contractor as soon as practicable.

D. Compliance with all Laws and Regulations. Contractor and its subcontractor(s) shall perform all work under this Agreement 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.

E. Compliance with Patent, Trademark and Copyright Laws.

i. Contractor agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure which is protected, Contractor shall disclose such patents, trademarks and copyrights in such documents.

ii. Pursuant to Section 8, Contractor shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

F. Notices.

i. Notices of Termination. Notices concerning termination of this Agreement shall be made as follows:

by Contractor to:

Chief Executive Officer
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

And by the City to:

Gilmore Construction Corporation
4949 Ironton Street
Denver, CO 80239
Attn: Jake Gilmore
Jgilmore@gilmorecc.com

ii. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate

office above or by prepaid U.S. certified mail, return receipt requested ; express mail (FedEx, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for Task Order-related and other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection (E)(ii).

iii. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used at the City's direction in writing for Task Order-related communications and transmittals at the City's direction.

G. Rights and Remedies Not Waived. In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Contractor. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

H. No Third-Party Beneficiaries. The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

I. Governing Law. This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

J. Bond Ordinances. This Agreement is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

K. Venue. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

L. Cooperation with Other Contractors.

i. The City may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors. The City, in its sole discretion, may direct Contractor to coordinate its work under this Agreement with one or more such contractors.

ii. Contractor shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

M. Inurement. The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

N. Force Majeure. The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

O. Coordination and Liaison. Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the SVP or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

P. No Authority to Bind City to Contracts. Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

Q. Information Furnished by the City. The City will furnish to Contractor information concerning matters that may be necessary or useful in connection with the work to be performed by Contractor under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Contractor understands and acknowledges that the information provided by the City to Contractor may contain unintended inaccuracies. Contractor shall be responsible for the verification of the information provided to Contractor.

R. Severability. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

S. Taxes and Costs. Contractor shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

T. Environmental Requirements. Contractor, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively “**Environmental Requirements**”), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

i. For purposes of this Agreement the terms “Hazardous Materials” shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), per – and polyfluoroalkyl substances (PFAS), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a “hazardous substance,” “hazardous waste” or “toxic substance” (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.* (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 *et seq.* (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

ii. Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.

iii. Contractor agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Contractor agrees to evaluate methods to reduce the generation and disposal of waste materials.

iv. In the case of a release, spill or leak as a result of Contractor’s activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney’s fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material. (See **Exhibit H Spill Response**)

U. Safety Plan. This Agreement requires the Contractor to complete the DEN Safety Plan attached as **Exhibit J**. The purpose of this safety plan is to establish guidelines and procedures to ensure the safety of contractors working at Denver International Airport (DEN). All contractors are required to adhere to these safety measures along with all other safety regulations found in local, state, and federal laws, regulations and rules.

V. Non-Exclusive Rights. This Agreement does not create an exclusive right for Contractor to provide the services described herein at DEN. The City may, at any time, award other agreements to other contractors or Contractors for the same or similar services to those described herein. In the event of a dispute between Contractor and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective agreements, CEO shall determine the privileges of each party and Contractor agrees to be bound by CEO’s decision.

11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers. Contractor shall comply the Equity, Diversity and Inclusion Plan attached as **Exhibit F (“EDI Plan”)**. The City will monitor Contractor’s compliance with the EDI Plan. Failure to adhere to any representations, policies, or efforts contained in the EDI Plan, as determined by the City, will amount to default.

B. 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.

C. Advertising and Public Disclosures. Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor’s transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

i. 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 Agreement 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.

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute

discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

E. Examination of Records and Audits.

i. 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 Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

ii. Additionally, Contractor agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, 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.

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

information concerning the hours and specific services performed along with the applicable federal project number.

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

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

H. Conflict of Interest.

i. Contractor and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

ii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist, Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

iii. Contractor has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Contractor is performing or anticipates performing for other entities on the same or interrelated project or tasks. Contractor must disclose, in writing, any corporate transactions involving other companies that Contractor knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Contractor fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Task Order, if applicable, or City may terminate the Agreement for cause or for its convenience.

12. SENSITIVE SECURITY INFORMATION:

Contractor acknowledges that, in the course of performing its work under this Agreement, Contractor may be given access to Sensitive Security Information (“SSI”), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R.

Parts 15 and 1520. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN's Security Office.

13. 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 Federal Aviation Administration ("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.

14. FEDERAL RIGHTS:

This Agreement 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 the extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in Appendix.

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 16 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Task Proposals and Execution Process
- Exhibit E: Scheduling, Progress Reporting, Invoicing
- Exhibit F: EDI Plan

Exhibit G: Prevailing Wages
Exhibit H: Spill Response
Exhibit J: DEN Safety Plan Template

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 16 and any of the listed attachments or between provisions of any attachments, 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:

Appendix
Section 1 through 16 hereof
Exhibit A
Exhibit B
Exhibit D
Exhibit E
Exhibit G
Exhibit C
Exhibit F
Exhibit H
Exhibit J

16. CITY EXECUTION OF AGREEMENT:

A. City Execution. This Agreement 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 Agreement 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.

B. Electronic Signatures and Electronic Records. The Agreement, 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 Agreement 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 Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202579244-00
Contractor Name: GILMORE CONSTRUCTION CORP

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202579244-00
GILMORE CONSTRUCTION CORP

Signed by:
By: Jake Gilmore
955DC77A02C147A...

Name: Jake Gilmore
(please print)

Title: President/CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Appendix No. 1

Standard Federal Provisions

GENERAL CIVIL RIGHTS PROVISIONS

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

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability 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 including any amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by 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.

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 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (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 (42 U.S.C. § 12101, et seq) (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) 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);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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



EXHIBIT A – Statement of Work

On Call Airside Facility Maintenance Repairs and Services

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EXHIBIT A – SCOPE OF WORK

Project Name:	On Call Airside Facility Maintenance Repairs & Services
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1.0 OVERVIEW:

The Airport solicits On-Call Airside Facilities Maintenance and Repair Services contracts to provide various trade services on an as-needed basis. The task scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems. Conducting these trade services will include but is not limited to all types of Electrical furnishment and installation of Power Devices, Equipment and circuiting, Lighting, Low-Voltage and special systems, Life Safety, Medium Voltage, and/or other disciplines, including Heating, Ventilation, Air Conditioning (HVAC), Plumbing, Building (Carpentry, Glazier, Car Wash repairs, Appliance Services) and Paint services for airside interior and exterior needs. Projects will vary from general preventative maintenance services and repairs to projects that are very specific such as (PLB's) Passenger Loading Bridge repairs including Electrical, Glycol Lines, Pantograph, Ground Power Units (GPU's), PC Air Units, Sprung Buildings and Fire Protection Services including Sprinkler work and general hardware repair and maintenance.

1.1 Acronyms and Definitions

- 1.1.1 Airport Maintenance Division: The division of the Aviation that administers the maintenance, repair, and upkeep of airport facilities, infrastructure, and equipment to ensure safe, clean, and dependable operations.
- 1.1.2 City: The City and County of Denver
- 1.1.3 CEO (“CEO”): The Chief Executive Officer of the City and County of Denver, Department of Aviation
- 1.1.4 Consent of Surety: A consent of surety is a formal, written document from a bonding company (surety) agreeing that a modification, such as final payment or a contract change, does not release them from their bond obligations. It ensures the surety remains responsible for performance or payment guarantees despite changes to the original agreement.
- 1.1.5 Contract Administrator (“CA”): The Contract Administrator is responsible for managing the administrative aspects of the contract, including financial, revisions, negotiations, official correspondence, and analysis of the day-to-day operation. The CA may also monitor and inspect the performance of the work. The CA is an employee of the Airport Maintenance Division. Decide all questions that may arise as to the interpretation of the Contract Documents as they relate to the scope of work as detailed herein. Determine the amount and quality of the work performed as it relates to this scope of work and the materials furnished which are to be paid for under the terms and conditions of the resulting contract.



- 1.1.6 Contract Compliance Coordinator (“CCC”): The Project Manager or Administrator II may appoint representatives as CCC(s) to monitor and inspect the performance of the work. The CCC(s) are employees of the Airport Maintenance Division.
- 1.1.7 DEN – Airport code Denver International Airport
- 1.1.8 DEN Maintenance: Designated employees that have the authority and responsibility for maintaining the compliance of the Contract. The maintenance staff shall ensure full compliance with all the terms and conditions contained within the Contract document, including invoice pricing.
- 1.1.9 Final Completion: Final completion is the final stage of a project, occurring when 100% of the work, including all punch list items, contract obligations, and close-out documents (warranties, as-builts), has been finalized and approved. It follows substantial completion, signifying the official end of the contractor's contractual duties.
- 1.1.10 Liquidated Damages: A predetermined, fixed sum of money specified in a contract, agreed upon by parties beforehand, to be paid as compensation if one party breaches the agreement, especially when actual damages are hard to calculate (like project delays etc.)
- 1.1.11 MEP: Mechanical, Electrical and Plumbing
- 1.1.12 MCC: Maintenance Control Center
- 1.1.13 Punch list: Final checklist in detailing minor incomplete tasks, corrections, or defects that contractors must fix before the project is officially complete and final payment is released.
- 1.1.14 Payment and Performance Bond: A surety bond that combines two guarantees: a Payment Bond ensures subcontractors, laborers, and suppliers get paid, while a Performance Bond guarantees the contractor completes the project per the contract, protecting the project owner from default, liens, and financial loss. Often required together for larger construction projects, they provide financial assurance to all parties involved.
- 1.1.15 PPE: Personal Protective Equipment
- 1.1.16 Project Manager or Administrator II: The Project Manager or Administrator II may appoint representatives as CCC(s) to monitor and inspect the performance of the work. The Project Manager or Administrator II are employees of the Airport Maintenance Division.
- 1.1.17 Repairs: Work necessary to restore pressure-retaining items to a safe and satisfactory operating condition.
- 1.1.18 SVP: The Senior Vice President of Airport Maintenance
- 1.1.19 Substantial Completion: The stage in a construction project where the work is sufficiently finished, often marked by the issuance of a certificate of occupancy, allowing the owner to occupy or utilize the property for its intended purpose, even if minor, non-functional punch list items remain. It signifies a critical transfer of liability and insurance responsibilities from the contractor to the owner.

1.2 DEN (FACILITY, FIELD, FLEET) DEPARTMENTAL DESCRIPTION AND BENEFICIAL EFFECT:



The Denver International Airport Landside consists of the main terminal, north terminal support facility, airport office building, parking structures, hotel and transit center, and numerous ancillary support facilities including mechanical, electrical, and plumbing (MEP) systems. Some systems are located below grade which serve above-grade facilities. Through years of construction, operations, and maintenance the facilities around the DEN campus have aging external peripheral components and internal infrastructure deteriorations as most of these assets have reached their functional obsolescence.

This RFP On-Call Landside Facility Maintenance Repairs and Services contract is intended to have the ability to complete a variety of numerous small, mid-size, and large tasks generated within its budget capacity. This contract aligns with DEN Vision 100 strategic plan pillar “Maintaining What We Have” to support the effective lifecycle management, reduce asset downtimes, upgrades to improve efficiency, and rehabilitation of existing facilities.

1.3 GENERAL REQUIREMENTS:

The Contractor, as deemed necessary by the Senior Vice President or the designated representative, will be required to provide professional trades services for specific task scopes of work. The Contractor must be a general contractor at the municipal level and have required Colorado state-level license as determined by each trade (electricians and plumbing). The Contractor’s general scope of work requirements is detailed in exhibit A for the duration of the contract.

1.3.1 - Contractor’s Personnel Assigned to this Contract:

The Contractor will assign a lead project manager to this contract who has experience and knowledge of the trades professions industry standards. At a minimum, the contractor must be a City and County of Denver licensed General Contractor. The project manager will be the contact person in dealing with the airport on matters concerning this contract and will have the full authority to act for the Contractor’s organization and at the direction of the SVP or the designated representative. This project manager will remain on this contract during the entire contract term, while in the employ of the Contractor, or until such time that his / her performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the project manager.

1. Should the City request the removal of a project manager, the Contractor will replace that project manager with a person of similar or equal experience and qualifications. The replacement project manager is subject to the approval of the SVP or the designated representative.
2. The Contractor may choose to replace a project manager with a principal, associate principal or other individual that is at a higher hourly billing rate. The time that the principal, associate principal, or other individual devotes to tasks that are normally performed by a project manager will be billed at the project manager’s hourly billing rate.



3. The Contractor may submit, and the City will consider a request for reassignment of a project manager, should the Contractor deem it to be in the best interest of the Contractor's organization or for that project manager's career development or in the best interest of the City. Reassignment will be approved by the DEN Project Manager of the contract.
4. If the City allows the removal of a project manager, the replacement project manager must have similar or equal experience and qualifications to that of the original project manager. The replacement project manager's assignment, to this contract, is subject to the approval of the SVP or the designated representative.

2.0 GENERAL STATEMENT OF WORK:

Projects will vary from general preventative maintenance services and repairs to projects that are very specific such as building repair services including but not limited to: exterior doors (solid, glazed, overhead and roll-up), roof systems repairs, Interior construction (fixed partitions, doors, and counters), conveying, interior finishes (wallboard and flooring finishes, carpeting, hardeners and sealers, ceiling tiles and panels), Plumbing (water closets, lavatories, sinks, drinking fountains and coolers, fixtures, valves & hydrants, backflow preventers), HVAC (Gas Meter, Condenser, Roof Exhaust Fan Systems, Fume Hood Exhaust System, Appliance Services, Garage Exhaust Systems, Air Dryer), Electrical furnishment and installation of Power Devices, Equipment and circuiting (Panelboards and Transformers 480V), Lighting, Low-Voltage, Medium Voltage and special systems, Life Safety, and Fire Protection services including sprinklers.

2.1 Detailed Scope of Work:

The typical types of task order that may be included, but are not limited to the following:

1. Project Management of all aspects within the scope of Landside Facilities Maintenance and Repair Services, including trade procurement.
2. Scope coordination with respect to facility location and work type.
3. Cost Estimating, budgeting, scope definition, scheduling, field coordination, and management.
4. Handrails missing where required, size, location, and height discrepancies.
5. Doors, door hardware, gates, gate hardware, door/gate opening forces and closing speeds, automatic opening and closing devices, omission of automatic opening and closing devices, door stop deficiencies, height of door thresholds, door opening dimensions.
6. Lavatory sinks and associated piping, urinals, toilet compartments, drinking fountains, group showers, lockers, pool stairs/lifts, walk surfaces, ramps, audible/visual devices, light switch locations, other electrical devices.
7. Preparation and reproduction of schematic, bid, and construction documents.
8. Demolition
9. Interior Painting, including scrape, sand, patch imperfections, and scaffolding.



10. Special structures; manholes, vaults, roofs, Sprung building, and retaining walls.
11. HVAC work includes, but not limited to the following:
 - a. Scheduled maintenance and scheduled or emergency repair services for the chillers, boilers, and associated equipment.
 - i. Equipment includes: Five (5) chillers are in the Central Utility Plant, two (2) on Concourse A and two (2) on Concourse C, totaling nine (9). Seven (7) chillers are manufactured by York, Inc. a division of Johnson Controls, Inc., four (4) rotary screw compressors and three (3) centrifugal compressor units. Two (2) chillers are manufactured by Trane, a division of Ingersoll Rand, both using dual centrifugal compressors.
 - ii. Electric Motors: Electric constant speed motors drive all York Chillers; two (2) on each concourse and three (3) in the Central Utility Plant. Motor specifications: Four (4) 163 HP, 460 VAC 3 PH motors (Concourse A & C) and three (3) 3000 HP, 4160 VAC motors (Central Utility Plant.) Four (4) variable speed driven motors drive the two (2) Trane Centri-Vac chillers (Central Utility Plant) Motor specifications: Two (2) motors of 794 HP and two (2) motors of 819 HP each at 4160 VAC.
 - b. Clean furnace and duct work, Air Handling Units (AHUs) and ducts, replace vent covers, dryer vents, and kitchen exhaust systems.
12. Electrical Work includes, but not limited to the following:
 - a. Power Devices, Equipment, and Circuiting
 - i. Electrical branch circuit panels, transformers, and disconnect switches.
 - ii. Feeder and branch circuit conduit, wiring, and connections
 - iii. Electrical duct banks
 - iv. Metering Equipment
 - v. Standby generators
 - vi. Motors and motor controllers
 - vii. Aircraft ground servicing equipment and loading bridges.
 - viii. Grounding
 - ix. Lightning Protection
 - b. Lighting
 - i. Light fixtures, accessories, and parts
 - ii. Light poles, masts and supports
 - iii. Lighting control devices
 - iv. Lighting control panels
 - v. Lighting control wiring
 - vi. Lighting control programming
 - c. Low-Voltage and Special Systems
 - i. Data devices and cabling



- ii. UPS systems
- iii. Photovoltaics
- iv. Emergency Fuel Shutoff (EFSO)
- v. Baggage Handling Systems
- vi. Security and Access Control
- vii. HVAC Controls and Building Automation Systems (BAS)
- d. Life Safety
 - i. Fire alarm devices, panels, and wiring
 - ii. Emergency Communications System speakers, wiring, and equipment
- e. Medium Voltage
 - i. Motors and controllers
 - ii. Switchgear
- f. Other disciplines (ancillary to electrical work)
 - i. Concrete equipment bases and foundations.
 - ii. Trenching, backfill, and associated pavement work.
 - iii. Signage and striping/painting
 - iv. Bollards, guard rails, and curbing
 - v. Traffic and pedestrian control
 - vi. Structural elements (such as trapeze hangers, strut bracing, anchors, etc.) for support of electrical infrastructure and equipment manufactured by Trane, a division of Ingersoll Rand, both using dual centrifugal compressors.

2.2 Bid Structure:

This On-Call Contract will have project work initiated by a written Task Order which will set forth the scope of the work or services to be provided. The price for each Task will be determined by either:

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

On-Call contracting is a flexible, streamlined procurement method used to acquire trade-related services, as further outlined below, to get projects completed quickly and efficiently.

Certain areas of work may require significant night work, typically from 2300 to 0600. Night working hours are subject to change and will be based upon the operational needs of DEN.

The work under this contract could be funded by Operating and Maintenance (O&M) funds and/or Capital Improvement Program (CIP) and will be funded from the approved O&M and/or CIP budget.

2.3 Task Notice to Proceed:



On-call contracting is a flexible and streamlined procurement method used to obtain trade-related services efficiently, as further described below, to ensure projects are completed quickly and effectively.

Certain tasks may require substantial night work, typically occurring between 2300 and 0600 hours. These night-work hours are subject to change and will be determined based on the operational needs of DEN.

The City will provide the Contractor with written authorization to begin work on a task scope. This authorization will be issued in the form of a signed Purchase Order or a Notice to Proceed. The Contractor is not permitted to begin any work described in Exhibit A or in a task proposal—and the City will not be responsible for funding any such work—until the Contractor has received written notification from the City directing that the work may commence.

3.0 HIGH LEVEL REQUIREMENTS:

1. The SVP or the designated representative will issue, to the Contractor, a Request for Proposals (RFP) for a specific task. The Contractor will prepare and submit a fee proposal and its task design schedule within 10 days of receipt of the signed task Request for Proposal (RFP) for On-Call Facilities Maintenance and Repair Services. Not all RFPs may result in an executed task.
2. The Contractor shall submit a fee proposal for each Task Order. The proposal shall be broken down by personnel pay classifications, the agreed-upon hourly billing rates identified in Schedule of Rates and Markups (Exhibit B) and described in Exhibits E and K, the proposed schedule, and the estimated hours required to complete the task scope of work. The Contractor's fee proposal shall also include a detailed breakdown for each subcontractor proposed to perform Work under the Task Order. The Contractor shall prepare and submit each fee proposal using the bid rate sheets provided by the City, together with the Contractor's written understanding of the requested task and the associated scope of work. For each subcontractor utilized on a task, the Contractor shall include a scope-of-work activity description specific to that subcontractor's services.

All proposals must include appropriate supporting documentation on company letterhead that identifies, at a minimum, the breakdown of labor classifications, hourly rates, and all other costs for both self-performed and subcontracted work.

3. Should a task scope of work require a construction discipline that is not currently represented on the Contractor's team, the Contractor will be requested to add that discipline as part of the team for that specific task scope of work. The Contractor shall identify a specialty subcontractor for the required discipline and shall submit the



subcontractor's qualifications for the City's approval prior to contracting for services with that subcontractor.

3.1 Special Requirements:

1. The Contract is applicable to urgent and emergency service protocols. All *urgent requests* must be responded to within twenty-four (24) hours of notification of reported deficiencies.

- a. All emergency services notifications require a response time of no longer than two (2) hours. Any work shall be issued whenever there is public safety, regulatory requirements or operational issues that may exist and will be considered as emergency services which will require immediate attention.
- b. If urgent or emergency requests are not responded to within the allotted time frame listed above, the City reserves the right to the alternative of contracting another vendor, in which any charges incurred may be back charged to this contract.

3.2 Quality Assurance/Quality Control Statement:

1. DEN Specifications and Criteria: Denver International Airport has developed specific specifications and criteria for, but not limited to, various mechanical, electrical, communications, security systems, structural systems, process procedures, etc. The Contractor will be provided those specifications and criteria for the development of the assigned task(s). The Contractor will review those specifications to determine if the specifications and / or criteria are contrary to or in opposition to its professional judgment, to its standard professional office practices or the standard level of care performed by competent professionals performing similar duties and responsibilities on similar projects. If, as the result of this review, the Contractor's opinion is that the DEN specifications and criteria are requiring services that are contrary to its professional judgment and professional responsibility, the Contractor will produce a written detailed report outlining its concerns and defining specifically the items of the specifications and criteria that cause its concern. The Contractor will participate in a meeting with DEN personnel to discuss these issues and reach agreement on the direction and development of the task that will allow the Contractor to proceed within its acceptable standard of care.
2. The Contractor will perform the services defined by the individual task scope of work in a timely manner and as directed by the SVP or the designated representative.
3. The Contractor will fully cooperate and coordinate with other Contractors and approved DEN contractors performing work at DEN. Particularly those contractors whose work connects or interfaces with the Contractor's task scope of work. The Contractor's fee proposal for each task will include coordination with Contractors that have current



projects and future DEN projects that are identified at the time that the Contractor is preparing a fee proposal.

4. Following this agreement, the Contractor acknowledges that the services of the task are produced in accordance with its standards of care and accepts full responsibility for the task in accordance with the rules, regulations, and laws governing its activities in the State of Colorado.

4.0 DELIVERABLES:

1. The Contractor, as deemed necessary by the SVP or the designated representative, will be required to provide professional trades services for specific task scopes of work. The Contractor must be licensed General Contractor by the Community Planning division of the City and County of Denver and any associated state-level required license(s) for the (electrical and plumbing) work to be done and shall maintain current license for the duration of the contract. The contractor must provide a copy of the current license and for all renewals that occur during the term of the contract. The Contractor's general scope of work requirements is detailed in the City and County of Denver Department of Aviation Standard Specification for Construction General Contract Conditions and this exhibit for the duration of the contract.
2. The term "Task and Project" when it is used in this Agreement means all the work associated with the proposal preparation; preparation of documents, plans, specifications, and estimates; and administration for all professional services as requested by the SVP or the designated representative.
 - a. Each Task Request for Proposal will identify the specific scope of work. The Contractor will prepare its fee proposal based upon the task definition and performing the requirements defined in each task.
 - b. For each task scope of work issued, the City will review the fee proposal and task project schedule. The Contractor will not begin work on any task scope of work without having received a fully executed On-Call Services Authorization. In the event of approval of the Contractor's fees and schedule, the Contractor will perform such work within the time agreed and for the compensation that is approved by the SVP or the designated representative.

5.0 SUBSTANTIAL COMPLETION:

1. Substantial completion describes when a project is mostly finished but can be used for its intended purpose. It's a critical milestone that signifies project is functional and meets the main requirements of the contract and adheres to building codes and regulations.



5.1 Notice of Substantial Completion

1. When the Contractor considers that the Work is substantially complete, the Contractor shall notify the Project Manager that the Work is completed to the required stage and is ready for inspection and shall include with its Notice of Substantial Completion of the Work a list of minor items (Contractor's punch list) to be completed or corrected.

5.2 Inspection and Punch List

1. Within ten (10) Days after receipt of the Contractor's Notice of Substantial Completion of the Work, the Facility Managers, Project Manager, Contractor, and such other representatives as the Project Manager deems appropriate, shall make an inspection of the Work to determine whether the Work has been completed in accordance with the Contract Documents and to review the Contractor's punch list. If, in the sole opinion of the Project Manager, the Work has not been completed to the required stage, the parties shall cease the inspection, and all costs associated with such premature inspection. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City. If the Work has been completed to the required stage, a punch list shall be prepared and consist of those items listed by the Contractor to be completed or corrected as supplemented by those items observed and noted during the inspection. Failure to include any items on the punch list shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

5.3 Certificate of Substantial Completion

1. When the Project Manager, on the basis of the inspection, determines that the Work or designated portions thereof are complete, the Project Manager will prepare a Certificate of Substantial Completion of the Work, which shall establish the Date of Substantial Completion of the Work. The certificate shall state the responsibilities of the City and the Contractor for security, maintenance, property insurance premiums, and damage to the Work, list the items still to be completed by the Contractor, and fix the time within which the Contractor shall complete the items listed therein. The City shall be responsible for water, heat, and utilities unless otherwise agreed to and stated on the certificate.
2. The Certificate of Substantial Completion of the Work shall be signed by the City and the Contractor to evidence their written acceptance of the responsibilities assigned to them in such Certificate. The date of Substantial Completion of the Work shall establish the date of completion for determining liquidated damages but shall not otherwise alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.



3. The City shall have the right to take early beneficial possession of and to use any completed or partially completed portions of the Work, even if Substantial Completion has not occurred and even if the Work has not been finally accepted. Such beneficial possession and early occupancy shall not constitute Substantial Completion of such portions of the Work nor affect the City's right to assess liquidated damages as set out herein.
4. If the City elects to take possession of and to use any completed or partially completed portions of the Work prior to Substantial Completion, an inspection shall be made by the Contractor and the Project Manager. Based upon such inspection, the Project Manager will attempt to list all incomplete Work items observed and shall provide the Contractor with such list. However, the absence of an item from the list shall not relieve the Contractor of responsibility to perform all of the Work.
4. Any and all areas so occupied will be subject to a final inspection. At the time of such inspection, the parties shall also negotiate the responsibilities of the City and the Contractor for security, maintenance, heat, utilities, property insurance premiums, and damage to the Work. These negotiations are subject to the final approval of the DEN Project Manager.
5. In the event the Contractor believes there will be an additional cost associated with completion of the Work while the City occupies the Work in whole or in part, the Contractor shall advise the Project Manager in writing of all such costs at or before the time of such inspection. If the Contractor fails or refuses to furnish such cost information or fails or refuses to comply with the procedure contained herein, the Contractor shall be deemed to have waived any and all rights to assert any Claim therefore at any time thereafter. If the City's need to occupy the Work prior to such time as the Work is complete is caused by the Contractor's failure to complete the Work within the stipulated Period of Performance, the Contractor shall bear any, and all additional costs associated with completing the Work.
5. At the time of such inspection, the parties shall also negotiate the responsibilities of the City and the Contractor for security, maintenance, heat, utilities, property insurance premiums, and damage to the Work. These negotiations are subject to the final approval of the DEN Project Manager.
6. If the City's need to occupy the Work prior to such time as the Work is complete is caused by the Contractor's failure to complete the Work within the stipulated Period of Performance, the Contractor shall bear any and all additional costs associated with completing the Work.

6.0 WARRANTY:



1. The Contractor warrants that all parts, materials, components, equipment, systems and other items incorporated into the Work shall be new, unless otherwise specified, and suitable for the purpose used, and will be of good quality, free from faults and defects and in conformance with the Contract Documents.
 - a. The Contractor also warrants that its workers will be sufficiently skilled to produce quality Work that is free of faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
 - b. The Contractor, when requested, shall furnish the City with satisfactory evidence of the kind and quality of materials and equipment proposed to be incorporated into the Work. The Contractor further warrants that the construction processes and methods employed to perform the Work shall have in the past proven to be suitable for the results expected. If the Contractor proposes to use unproved or untried processes, products or methods, the Project Manager must be advised of that proposal, in writing, prior to using the proposed process. The City may permit such experimentation, and it may require special guarantees of the Contractor to cover the Work produced by any new and untried process, method, or product.
 - c. The Contractor further warrants that it has full title to all parts, materials, components, equipment and other items conveyed to the City under the terms of the Contract, that its transfer of such title to the City is rightful and that all such parts, materials, components, equipment and other items shall be transferred free and clear from all security interests, liens, claims, or encumbrances whatsoever. The Contractor agrees to warrant and defend such title against all persons claiming the whole or any part thereof, at no cost to the City.
 - d. The Contractor shall promptly investigate, repair, replace or otherwise correct any of its workmanship and any parts, materials, components, equipment or other items in the Work which contain faults or defects whether such failures are observed by the City or Contractor at any time during the Contract Time or during the warranty and guarantee period. The Contractor shall bear all costs of investigating and correcting, which includes the design efforts necessary to correct such Work covered by the warranties and guarantees. If repair or replacement of faulty items of the Work is necessary, proper temporary substitutes shall be provided by the Contractor in order to maintain the progress of the Work and/or keep systems operating without any additional costs to the City.



- e. The listed warranty obligations shall survive termination of the Contract. Nothing herein shall limit the City's right to seek recovery for latent defects that are not observable until after the warranty or guarantee periods have run. The Contractor's warranties and guarantees for all Work components shall continue for the following periods:
- f. Contracts executed under the authority of the Denver International Airport, for a period of one (1) year after the date of Substantial Completion for Work or for such longer period of time as may be prescribed by the terms of any special warranties and guarantees required by the Contract Documents.
- g. The establishment of the warranty periods set forth above relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which its obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligations and resulting damages other than specifically to correct the Work. The Contractor, at its own expense, shall also investigate, repair or replace any damages to any equipment, facilities or other personal or real property owned or leased by the City, which is damaged as a result of any fault or defect in the Work, at no cost to the City.
- h. All Subcontractors', manufacturers', and Suppliers' warranties and guarantees, express or implied, for any part of the Work and any materials used therein shall be obtained and enforced by the Contractor for the benefit of the City whether or not these warranties and guarantees have been assigned or otherwise transferred to the City. The Contractor shall assign or transfer such warranties and guarantees to the City if the City requests the Contractor to do so, but such transfer shall not affect the Contractor's obligation to enforce such warranties and guarantees.
- i. The Contractor shall specifically stipulate in all Subcontractor or Supplier contracts and purchase order forms for all materials and systems that the guarantee period begins with the date of Substantial Completion. The Contractor shall, during the course of the Work, specifically instruct Subcontractors and Suppliers that all written guarantees, which are due to be submitted to the City, shall indicate the initiation of the guarantee period as being the date of Substantial Completion.
- j. The Project Manager will notify the Contractor of defective Work that is found to be defective and fails to satisfy the warranties and guarantees



within ten (10) Days or such longer time as may be requested and set forth in the notice, commence the repair replacement or correction of the defective Work. Should the Contractor fail to complete such Work within a reasonable period, the City may make the repairs or replacements at the expense of the Contractor. If the City determines that immediate action to make repairs, replacements or other corrections is necessary because of emergency conditions or to prevent further loss or damage, the City may proceed without notice to the Contractor, but at the expense of the Contractor in the form of a charge back (back-charges.)

- k. If the Contractor does not proceed with the correction of such defective Work within the time fixed by written notice from the Project Manager, or in an emergency condition, the City may remove and store any defective materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of the removal and storage within ten (10) Days thereafter, the City may, upon ten (10) additional Days' written notice, sell the stored Work at auction. If the proceeds of sale do not cover all costs that the City has incurred and which the Contractor should have borne, the difference shall be charged to the Contractor and the Contractor and its surety shall be liable for and pay such difference to the City. If the Contractor does not agree that the Work is defective or the defective Work is its responsibility and if there are no emergency conditions, the Contractor may request review, in writing, of the Project Manager's decision. If such review is not requested within ten (10) Days of the notification of defective Work, the Contractor shall have waived the right to contest its responsibility for the correction of the defective Work.
- l. Under emergency conditions, the Contractor shall immediately correct the alleged defective Work, and the question of responsibility for the expense shall be determined by the Deputy Manager, subject to the right of the Contractor to seek review within ten (10) Days of the City's notice allocating responsibility for the expense. Should the City claim by written communication sent or mail before the warranty or guarantee period expires that certain defective Work exists and that it requires repair or replacement, the warranty and guarantee period shall be automatically extended for as long as the defective Work exists.

7.0 FINAL COMPLETION AND ACCEPTANCE OF WORK



7.1 Clean-up Upon Completion

1. Prior to Substantial Completion of the Work, the Contractor shall remove all waste materials, excess materials, tools, and equipment such as scaffolding, temporary structures, and unneeded facilities such as fencing and sanitary facilities. Full compliance with required throughout the Contract Time.
2. The Contractor shall clean and replace broken or scratched windows, clean and repair all surfaces, and clean and adjust all units of equipment that are part of the various building systems. The Work constructed under these Contract Documents must be clean as defined in the Technical Specifications and ready for full use before it is given a Final Inspection.
3. Final payment will not be made to the Contractor until all clean-up is done to the satisfaction of the Project Manager.

7.2 Final Completion and Acceptance of Work

1. Final Inspection. The Contractor shall notify the Project Manager in writing when all punch list items have been completed, and all clean-up has been done. The Project Manager will then make the final inspection for the purpose of ascertaining that the Work has been fully completed in accordance with the requirements of the Contract Documents.
2. Final Acceptance. After the Project Manager has made the final inspection and is satisfied that the Work has been completed in accordance with the Contract, and is satisfied that all submittals have been made and accepted, all drawings and record documents have been completed and accepted, all Change Orders executed, all final quantities agreed to, and all other Contract Requirements, except for possible future warranty and guarantee work have been accomplished, the Deputy Manager shall issue a document evidencing Final Acceptance.

7.3 Final Settlement

1. The City shall not authorize final payment until all items on the punch list have been completed, a document evidencing Final Acceptance is issued, and the Notice of Final Settlement has been published. If the Work is substantially completed, but Final Completion thereof is prevented by the unavailability of materials, or other causes beyond the control of the Contractor, and if consistent with any applicable bond ordinance, the City, in its sole discretion, may release to the Contractor all amounts due except for a retainage of two (2) times the cost of completing the unfinished Work, as estimated by the City.



2. Before the City may advertise final settlement, the Contractor shall demonstrate to the operating personnel of the City the proper operation and maintenance of all equipment and systems and deliver to the Project Manager all guarantees and warranties.
3. Electric copy of required operations and maintenance manuals and instructions as required by the Contract Document, upon request.
4. Satisfactory evidence that all payroll, material bills, taxes and other indebtedness connected with the Work have been paid or otherwise satisfied; A complete and final, unconditional waiver or release of any and all lien and claim rights from each Subcontractor, materialman, Supplier, manufacturer and dealer for all labor, equipment and material used or furnished by each on the Work; An Affidavit stating that there are no outstanding prevailing wage claims or disputes at either the City Auditor's Office or the US Dept of Labor concerning the Work; Consent of the Surety to final payment; All submittals required by the Contract Documents; and Any other documents required to be furnished by the Contract Documents. Final payment and settlement shall be made only after the Contractor has completed the foregoing requirements, and the City is satisfied that no claims by Subcontractors or Suppliers have been filed or remain pending.
4. If any unpaid claim for labor, materials, rental machinery, tools, supplies, or equipment is filed prior to the date set for final settlement, the City shall withhold from payments to the Contractor sufficient funds to ensure the payment of such claim, until the same shall have been paid or withdrawn. Such payment or withdrawal shall be evidenced by filing with the Project Manager an unconditional receipt in full or an order for withdrawal signed by the claimant or its duly authorized agent or assignee. The City will withhold from payment any funds it may be required by law to withhold or that it may in the determination of the SVP be entitled to withhold, and final payment will not be made until, in the sole determination of the Manager, all conditions of the Contract and of law have been met. In the event there are outstanding claims against the Contractor or its Subcontractors or for any other reason the Contractor is not able to fulfill one or more of the requirements, the Manager may, at his sole discretion, waive the requirement; provided the surety on the Performance and Payment Bonds will agree to the City making final settlement without in any way lessening or modifying the surety's liability under such Performance and Payment Bonds.

8.0 MISCELLANEOUS REQUIREMENTS



1. Existing Facilities Information

- a. City Supplied Documents: As tasks are defined, DEN will make available the necessary contract record documents related to that specific task scope of work.
 - i. Electronic files of Drawings (Task Specific)
 - ii. Available BIM files for areas of work (Task Specific)
 - ii. Electronic copies of available contract specifications (Task Specific)

2. Information Gathering

The Contractor will include in its fee proposal for each task, the cost of providing personnel at DEN to gather task information from the DEN Asset Management section. This will include, but not be limited to review of electronic project records, documents, site investigations, etc. DEN electronic documents are not necessarily representative of as-built conditions in the field. The Contractor's task fee proposals will always include field verification of existing conditions and producing a set of as-built architectural, structural, mechanical, electrical and systems documents in electronic format. Once the task authorization is approved, the Contractor will begin the task.

END OF SOW

**EXHIBIT B
SCHEDULE OF RATES AND MARKUPS FORM
ON-CALL AIRSIDE FACILITIES MAINTENANCE AND REPAIR SERVICES**

Refer to the rate sheet description sheet for a statement of criteria to be evaluated with respect to this section.

Contractor Name: **Gilmore Construction**
 Date Submitted: **August 8, 2025**
 DEN Contract No. **TBD**
 Contract Name: **On Call Airside Facilities Maintenance Repair and Services**

Project Description

Denver International Airport is soliciting for our On-Call Airside Facilities Maintenance and Repair Services contracts to provide various trade services on an as-needed basis. The task scopes of work are defined on an individual basis and may include modifications and additions to existing airport facilities and systems. Conducting these trade services will include all types of Electrical furnishment and installation of Power Devices, Equipment and circuiting, Lighting, Low-Voltage and special systems, Life Safety, Medium Voltage, and/or other disciplines, including Heating, Ventilation, Air Conditioning (HVAC), Plumbing, Building (Carpentry, Glazier, Car Wash repairs, Appliance Services) and Paint services for airside interior and exterior needs. Projects will vary from general preventative maintenance services and repairs to projects that are very specific such as (PLB's) Passenger Loading Bridge repairs including Electrical, Glycol Lines, Pantograph, Ground Power Units (GPU's), PC Air Units, Sprung Buildings and Fire Protection Services including Sprinkler work and general hardware repair and maintenance.

Refer to the rate sheet description sheet for a statement of criteria to be evaluated with respect to this section.

A. Core Staff Rates	Hourly Rate (yr. 1)	Year 2 (3% increase)	Year 3 (3% increase)	Year 4 (3% increase)	Year 5 (3% increase)
Project Manager	\$ 128.00	\$ 131.84	\$ 135.80	\$ 139.87	\$ 144.07
Project Superintendent	\$ 123.00	\$ 126.69	\$ 130.49	\$ 134.41	\$ 138.44
Project Engineer	\$ 93.00	\$ 95.79	\$ 98.66	\$ 101.62	\$ 104.67
Project Cost Estimator	\$ 131.00	\$ 134.93	\$ 138.98	\$ 143.15	\$ 147.44
Civil Engineer	\$ 96.40	\$ 99.29	\$ 102.27	\$ 105.34	\$ 108.50
Cost Estimator	\$ 107.65	\$ 110.88	\$ 114.21	\$ 117.63	\$ 121.16
General Foreman	\$ 91.52	\$ 94.27	\$ 97.09	\$ 100.01	\$ 103.01
Maintenance Manager	\$ 131.85	\$ 135.81	\$ 139.88	\$ 144.08	\$ 148.40
Office Engineer	\$ 87.00	\$ 89.61	\$ 92.30	\$ 95.07	\$ 97.92
Quality Control Manager	\$ 153.00	\$ 157.59	\$ 162.32	\$ 167.19	\$ 172.20
Safety Manager	\$ 130.00	\$ 133.90	\$ 137.92	\$ 142.05	\$ 146.32
Account Manager/Administration/Timekeeper	\$ 74.13	\$ 76.35	\$ 78.64	\$ 81.00	\$ 83.43
Construction Manager	\$ 153.00	\$ 157.59	\$ 162.32	\$ 167.19	\$ 172.20
Assistant Superintendent	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55	\$ 115.93

B. Direct Labor Rate and Markup	Hourly Labor Rate (yr. 1)	Labor Markup Percentage (not to Exceed 15%)	Hourly Rate x Markup Year 2 (3% increase)	Hourly Rate x Markup Year 3 (3% increase)	Hourly Rate x Markup Year 4 (3% increase)	Hourly Rate x Markup Year 5 (3% increase)
General Site Maintenance Technician	\$ 91.52	15%	\$ 107.99	\$ 111.23	\$ 114.57	\$ 118.01
Carpenter	\$ 83.18		\$ 98.15	\$ 101.10	\$ 104.13	\$ 107.25
Construction Manager	\$ 153.00		\$ 180.54	\$ 185.96	\$ 191.53	\$ 197.28
Electrical Technician	\$ 107.98		\$ 127.42	\$ 131.24	\$ 135.18	\$ 139.23
Field Service Technician	\$ 101.62		\$ 119.91	\$ 123.51	\$ 127.21	\$ 131.03
General Laborer	\$ 64.90		\$ 76.58	\$ 78.88	\$ 81.25	\$ 83.68
HVAC Service Technician	\$ 105.33		\$ 124.29	\$ 128.02	\$ 131.86	\$ 135.81
Journeyman	\$ 95.26		\$ 112.41	\$ 115.78	\$ 119.25	\$ 122.83
Journeyman Apprentice I	\$ 70.50		\$ 83.19	\$ 85.69	\$ 88.26	\$ 90.90
Journeyman Apprentice II	\$ 72.62		\$ 85.69	\$ 88.26	\$ 90.91	\$ 93.64
Journeyman Apprentice III	\$ 74.45		\$ 87.85	\$ 90.49	\$ 93.20	\$ 96.00
Maintenance and Repair Laborer	\$ 87.36		\$ 103.08	\$ 106.18	\$ 109.36	\$ 112.64
Mechanical Technician	\$ 83.78		\$ 98.86	\$ 101.83	\$ 104.88	\$ 108.03
Plumbing Technician	\$ 87.82		\$ 103.63	\$ 106.74	\$ 109.94	\$ 113.24
Roofer	\$ 99.00		\$ 116.82	\$ 120.32	\$ 123.93	\$ 127.65
Utility Worker	\$ 102.65		\$ 121.13	\$ 124.76	\$ 128.50	\$ 132.36

C. Materials	Materials Mark up (NTE 10%)
Material Markup Percentage	10%

D. Equipment Markup	Equipment Mark up (NTE 10%)
Equipment Markup Percentage	10%

E. Subcontractor Markup	Subcontractor Mark up (NTE 10%)
Subcontractor Markup Percentage	7%

F. Testing Markup	Testing Mark up (NTE 5%)
Testing Markup Percentage	5%

**EXHIBIT B
SCHEDULE OF RATE AND MARKUPS DESCRIPTION
ON-CALL AIRSIDE FACILITIES MAINTENANCE AND REPAIR SERVICES**

Refer to the Schedule of Rates and Markups form for a statement of criteria to be evaluated with respect to this section.

Contractor Name: **Gilmore Construction**
 Date Submitted: **45877**
 DEN Contract No. **TBD**
 Contract Name: **On Call Airside Facilities Maintenance Repair and Services**

Project Bid Rate Description	
<p>The cost basis for this contract will include either 1.) Lump sum pricing or 2.) Time and materials cost basis, as requested by the DEN Project Manager. Exhibit B has the following sections to include such as, materials cost basis and markup, prime labor rates, subcontractor labor rates, etc.</p> <p>The following fees and items are assumed to be included in overhead cost are fully burdened in the rates, and will not be allowed as an additional cost under this contract:</p> <ul style="list-style-type: none"> •Vehicle Cost, Fuel, and Parking •Trip charges •Mobilization, •Subsistence •Per Diem, •Travel expenses •Insurance Premiums <p>Permit fees and cost are direct cost only, markups are not allowed.</p> <p>Additional positions and rates may be requested by the Contractor at the individual Task Order.</p> <p>The rates above are inclusive of all fringe benefits and are considered fully burdened. These fringe benefits include, but are not limited to, Employers FICA, FUI/SUI, Holiday/Vacation, Sick Leave, Health Insurance, Workers Compensation, Denver Occupational Tax, Retirement Plan, etc.</p> <p>Refer to RFP Exhibit B, Pricing for the following pricing, Lump sum pricing.</p> <p>As directed by the CCD DEN PM will request either contractor to provide either 1.) Lump Sum Pricing, or 2.) Time and Material pricing when requesting proposal.</p> <p>Exhibit B Excel document lists options for submitting hourly labor rates and/or markups for core staffing, direct field labor, materials, equipment and subcontractors and testing (use the tabs at the bottom to switch between sheets). Provide rates for core staff and direct field labor only. The contract markups are only applicable to materials, equipment, subcontractor, and testing. Core staffing, any contractually required permit fees, sales taxes and insurance costs are not applicable to markups.</p>	

A. Core Staffing Rates - Provide Hourly Rates for Job Titles	
<ul style="list-style-type: none"> •Fully encumbered for job titles hourly services rates . •We want to give the contractor flexibility to switch out personnel as need to, as long as job titles and hourly cost are in accordance with this exhibit section. <p>Refer to RFP exhibit B, Section A - Provide Hourly Rate fully encumbered for services.</p> <p>Feel free to add positions to the spreadsheet, if the proposer believes other work will be needed.</p>	

OCC Code	Title	Description
13-1198	Project Manager	The Project Manager will oversee the planning, implementation, and tracking of specific projects which have a beginning, an end, and specified deliverables. He/she manages all aspects of complex projects from inception to conclusion.
11-9021.00	Project Superintendent	Plan, direct, or coordinate, usually through subordinate supervisory personnel, activities concerned with the construction and maintenance of structures, facilities, and systems. Participate in the conceptual development of a construction project and oversee its organization, scheduling, budgeting, and implementation. Includes managers in specialized construction fields, such as carpentry or plumbing.
17-2199.00	Project Engineer	Responsible for managing all technical aspects of a designated project, including planning, scheduling, and overseeing the execution of engineering tasks to ensure quality, accuracy, and proper resource allocation throughout the project lifecycle, often working both in the office and on-site to monitor progress and resolve issues.
13-1051	Project Cost Estimator	Prepare cost estimates for product manufacturing, construction projects, or services to aid management in bidding on or determining price of product or service. May specialize according to particular service performed or type of product manufactured
17-2051	Civil Engineer	Perform engineering duties in planning, designing, and overseeing construction and maintenance of building structures and facilities, such as roads, railroads, airports, bridges, harbors, channels, dams, irrigation projects, pipelines, power plants, and water and sewage systems.
13-1051	Cost Estimator	Prepare cost estimates for product manufacturing, construction projects, or services to aid management in bidding on or determining price of product or service. May specialize according to particular service performed or type of product manufactured.
11-3013	Maintenance Manager	Perform or manage work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of a building in repair. Duties may involve pipe fitting; HVAC maintenance; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
17-2199.00	Office Engineer	Member of the engineering team responsible for managing project documentation, supporting project engineers, coordinating with contractors, and ensuring compliance with project requirements.
11-3051.01	Quality Control Manager	Plan, direct, or coordinate quality assurance programs. Formulate quality control policies and control quality of construction and production efforts.
19-5011	Safety Manager	Review, evaluate, and analyze work environments and design programs and procedures to control, eliminate, and prevent disease or injury caused by chemical, physical, and biological agents or ergonomic factors. May conduct inspections and enforce adherence to laws and regulations governing the health and safety of individuals. May be employed in the public or private sector.
11-3010.00	Administration/Timekeeper	Plan, direct, and coordinate administrative services, such as records and information management, mail distribution, and other office support services

B. Direct Labor Rates and Markup

The estimated direct labor costs as negotiated shall be multiplied by this Direct Labor Markup Percentage. Estimated direct labor cost will be the estimated actual direct labor costs submitted by the contractor and verified by the City and County of Denver. Estimated direct labor cost will include workers who actually perform the Work and shall include all craft wages, fringe benefits, and burdens. The cost of supervision and field and office management should not be considered as labor cost. Markup will include overhead, home office overhead, safety, and other training, profit, small tools, and consumables.

Small tools are defined as any tool with a replacement value of \$500 or less. Consumables are any materials that may be consumed by the work and are not part of the permanent installation (e.g., rags, drill bits, hard hats, safety glasses, gloves, saw blades, reciprocating saw blades, tape, welding rod, etc.). The total labor burden for small tools and consumables shall not exceed two percent (2%) of the Direct Labor cost.

B.1 Direct Labor Rate Description

Personnel who directly contribute to the construction process by physically constructing or installing components of the project

General Site Maintenance Technician	General maintenance and repair workers fix and maintain machines, mechanical equipment, and buildings.
Carpenter	Construct, repair, and install building frameworks and structures made from wood and other materials. They work indoors and outdoors on many types of construction projects, from installing kitchen cabinets to building highways and bridges.
Construction Manager	Oversees and coordinates all aspects of a construction project, from beginning to end. They are responsible for planning, organizing, and managing the project's schedule, budget, resources, and personnel to ensure it's completed safely, on time, and within budget. They act as a liaison between various stakeholders, including the owner, architects, subcontractors, and suppliers.
Electrical Technician	Identifying and troubleshooting electrical issues, installing and maintaining electrical systems, reading blueprints and schematics, repairing malfunctioning equipment, ensuring compliance with electrical codes, and performing routine maintenance tasks, often utilizing a variety of hand tools and testing equipment while adhering to safety regulations; requiring strong problem-solving skills and knowledge of electrical theory.
Field Service Technician	Installs, programs, and repairs robots and related equipment, such as programmable controllers, robot controllers, end-of-arm tools, conveyors, and parts orienters, applying knowledge of electronics, electrical circuits, mechanics, pneumatics, hydraulics, and programming, using power tools, hand tools, and testing instruments and following manuals, schematic diagrams, and blueprints: Reviews work order and related manuals, blueprints, and schematic diagrams to determine tasks to be performed and tools, equipment, and parts needed for installation of repair assignment.
General Foreman	Involves administrative, supervisory, and operational responsibilities in managing day-to-day operations, maintenance, repair, and replacement activities for municipal streets, infrastructure, and related facilities. This position is considered a working foreman and is expected to direct and assist the employees in their daily tasks and activities. Specifically, this position is responsible for the maintenance and operation for the City's right-of way infrastructure including but not limited to: pavement, curbing, sidewalks, street markings, storm drains, sanitary sewers, manholes, vaults, pump stations, catch basins, cross culverts, snow plowing operations, sweeping, and cleanliness.
General Laborer	Perform tasks involving physical labor at construction sites. May operate hand and power tools of all types: air hammers, earth tampers, cement mixers, small mechanical hoists, surveying and measuring equipment, and a variety of other equipment and instruments. May clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, and clean up rubble, debris, and other waste materials. May assist other craft workers.
HVAC Service Technician	Install or repair heating, central air conditioning, HVAC, or refrigeration systems, including oil burners, hot-air furnaces, and heating stoves.
Journeyman	The apprentice works with oversight from a journeyman, exercising a high level of independence. They are experts in their field and can work under the supervision of a master or on their own. Examples of journeymen include electricians, plumbers, pipefitters, welders, roofers, painters, and HVAC technicians.
Journeyman Apprentice I	An entry-level position where the apprentice works under the direction of a journeyman.
Journeyman Apprentice II	The apprentice works under the general direction of a journeyman, with some independence.
Journeyman Apprentice III	The apprentice works with oversight from a journeyman, exercising a high level of independence.
Maintenance and Repair Laborer	Perform work involving the skills of two or more maintenance or craft occupations to keep machines, mechanical equipment, or the structure of a building in repair. Duties may involve pipe fitting; HVAC maintenance; insulating; welding; machining; carpentry; repairing electrical or mechanical equipment; installing, aligning, and balancing new equipment; and repairing buildings, floors, or stairs.
Mechanical Technician	Responsible for the maintenance, repair, and troubleshooting of mechanical systems within industrial machinery, including inspecting components, diagnosing malfunctions, replacing worn parts, adjusting settings, and performing preventative maintenance to ensure optimal equipment operation across various industries; requiring strong mechanical skills, knowledge of engineering principles, and the ability to use diagnostic tools effectively.
Plumbing Technician	A skilled tradesperson responsible for installing, maintaining, and repairing plumbing systems within commercial buildings, including pipes, fixtures, and drainage systems, often involving complex layouts and high-volume water usage, ensuring compliance with building codes and safety standards while coordinating with other professionals on site.
Roofer	Cover roofs of structures with shingles, slate, asphalt, aluminum, wood, or related materials. May spray roofs, sidings, and walls with material to bind, seal, insulate, or soundproof sections of structures.
Utility Worker	Performs a variety of semi-skilled maintenance and repair tasks on infrastructure systems like water lines, sewer systems, and storm drains, including installation, cleaning, and repair, often operating light to heavy equipment, depending on the specific needs of the job and location, while adhering to safety regulations and procedures

B.2 Direct Labor Markup Description (not to exceed 15%)

Markup to be multiplied by estimated labor cost as negotiated. Estimated labor cost will be the estimated actual labor costs submitted by contractor and verified by CCD. Estimated labor cost will include all craft wages, fringe benefits and burdens. Markup will include overhead, home office overhead, profit, and small tools.

C. Material Markup Percentage (not to exceed 10%)
Markup Description
Actual material quotes, if available, or estimated costs will be multiplied by this Material, Supplies, Installed Equipment Markup. Markup will include overhead, home office overhead, and profit. Markup will not be applied to sales taxes.

D. Equipment Markup Percentage (not to exceed 10%)
Rental Equipment Markup Description
Estimated equipment costs, as negotiated, will be multiplied by this Rental Equipment Markup. Estimated equipment utilization rates will be derived from the Rental Rate Blue Book for Construction Equipment as modified by CDOT Standard Specifications for Road and Bridge Construction, Section 109.04 (c). Markup to include overhead, home office overhead, and profit.

E. Subcontractor Markup Percentage (not to exceed 10%)
Markup Description
The agreed-to allowable costs (excluding bond, insurance, permit, and tax costs) from the subcontractor proposal to the prime contractor will be multiplied by this Subcontractor Markup. Markups will include all prime contractor overhead, home office overhead, and profit.
Subcontractors
Subcontractors will be required to use the same markups as the prime contractor. Reimbursement and mark-up percentage for subcontractor staff, when required, will be as described in section Labor Mark-up above.
Sub Tier Subcontractors
Sub tier subcontractor markups shall not exceed those identified in General Conditions Title 11 for both Task Order proposals and any subsequent changes to work.

F. Testing Markup (not to exceed 5%)
Markup Description
Markup to be multiplied by agreed-to subcontractor testing submitted to the prime contractor. Markups to include all prime contractor overhead, home office overhead, and profit.

Additional Bid Information
Engineering and Survey Markup Percentages:
The agreed-to allowable costs (excludes bond, insurance, permit, and tax costs) from the subcontractor proposal to the prime contractor multiplied by this Engineering and Survey Markup. Markups will include all prime contractor overhead, home office overhead, and profit.
Permits
Permits will be obtained by the contractor. Permit costs will be the agreed to or actual cost of the permit without markup. Costs to acquire the permit will be included in the other markups.
Sales Tax, Payment and Performance Bond and Insurance (if applicable)
Sales tax, payment and performance bonding and insurance costs will be agreed to as actual cost without markup.
Additional or Extra Work Performed
Extra work will be performed utilizing the same markups as the original Task Order.
Cancellations
When work is authorized, scheduled and mobilized, in which DEN PM cancels work prior to work commencing, this daily rate applies.

EXHIBIT C

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION PROFESSIONAL SERVICES AGREEMENT

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

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

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

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

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.

2. Business Automobile Liability

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

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
- d. If Contractor does not own any fleet vehicles and/or Contractor’s owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall

ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.

- e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance**
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
 - a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
 4. **Property Insurance**
Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
 5. **Professional Liability (Errors and Omissions) Insurance**
Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.
 6. **Unmanned Aerial Vehicle (UAV) Liability:**
If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
 - a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 7. **Excess/Umbrella Liability**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

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

I. Additional Provisions

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

is completed or the Agreement is terminated, whichever is later.

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

J. Part 230 and the DEN Airport Rules and Regulations

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

K. Applicability of ROCIP Requirements

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

[DEN ROCIP Safety Manual](#)

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

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



EXHIBIT D

TASK ORDER PROPOSALS AND EXECUTION PROCESS



AIM DEVELOPMENT

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1 INTRODUCTION

1.1 THE FACILITY DESCRIPTION

- 1.1.1 The Denver International Airport Terminal Complex consists of the main terminal, north terminal support facility, airport office building, modular parking structures with integral vehicle curbsides, three airside concourses, hotel and transit center, central utility plant, and numerous ancillary support facilities including mechanical and electrical systems located below grade which serve these above grade facilities.

1.2 GENERAL PROJECT SCOPE

- 1.2.1 The Airport maintains on-call professional services contracts to provide various professional services on an as needed basis. The Task Order scopes of work are defined on an individual basis and may include additions, modifications, and repairs to existing airport facilities and systems. Conducting these services may include testing; performing various services; providing preliminary designs; site inspections; field investigations, developing and maintaining documents, plans, specifications; preparing cost estimates; and providing administration for various mechanical and electrical systems additions, improvements and modifications.
- 1.2.2 Should a Task Order scope of work require a discipline that is not currently represented on the Contractor's team, the Contractor will be requested to add that discipline as part of the team for that specific Task Order scope of work. Contractor will identify a specialty subcontractor for the required discipline and will submit the subcontractor's qualifications, personnel pay classifications and agreed hourly billing rates if the rates are not included on Exhibit B for the City's approval prior to contracting for services with that subcontractor.
- 1.2.3 As more specifically specified in its terms, a Task Order requires the Contractor to perform all of the work associated with certain work, such as review of contract documents, quality assurance inspection; and task administration for any and all professional services as requested by the Senior Vice President of Airport Maintenance (SVP of DEN Maintenance) or the designated DEN representative.

2 CONTRACTOR'S SPECIFIC SCOPE OF WORK

2.1 CONTRACTOR SERVICES

- 2.1.1 The Contractor, as deemed necessary by the Senior Vice President of DEN Maintenance or the designated DEN representative, will be required to provide professional services for specific task scopes of work.
- 2.1.2 Specific task scopes of work, which will be issued with a Task Order Request for Proposals, which may include but are not limited to the following:



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- 2.1.2.1 Design analysis programming
- 2.1.2.2 Plumbing services
- 2.1.2.3 HVAC services
- 2.1.2.4 Carpentry/Millwork
- 2.1.2.5 Painting Services
- 2.1.2.6 Electrical Services
- 2.1.2.7 Energy and/or LEED analysis and conformance to latest energy requirements
- 2.1.2.8 Cost estimating services
- 2.1.2.9 Security, communications, lightning protection design services
- 2.1.2.10 Bid evaluation
- 2.1.2.11 Commissioning coordination
- 2.1.2.12 Code analysis
- 2.1.2.13 Building information modeling in Revit
- 2.1.2.14 Agreement closeout services
- 2.1.2.15 Preparation of record or “as built” documents to include, but not limited to, updated Revit models

2.2 TASK ORDER SCOPE OF WORK

- 2.2.1 The Senior Vice President of DEN Maintenance or the designated DEN representative will issue to the Contractor a Task Order Request for Proposal (for each project specific Task Order. The Contractor will prepare and submit a fee proposal and its Task Order design schedule within 14 days of receipt of the signed Task Order Request for Proposal, unless an alternate delivery duration is defined by the DEN Project Manager in the Task Order Request for Proposal. Task Order Requests for Proposal may not result in an executed Task Order.
- 2.2.2 The Contractor shall provide a fee proposal that includes the following:
 - 2.2.2.1 A narrative of the understanding of the requested Task Order including all assumptions, exclusions, expenses, and breakdown of scope of work performed by all subcontractors.
 - 2.2.2.2 A completed Fee Proposal Spreadsheet broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the Task Order scope of work.
 - 2.2.2.3 A schedule identifying all phases of scope of work with DEN review durations.

2.3 TASK ORDER REQUEST FOR PROPOSAL



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- 2.3.1 For each Task Order scope of work issued, the City will review the fee proposal and Task Order design schedule. The Contractor will not begin work on any Task Order scope of work without having received a fully executed On-Call Task Order Authorization. In the event of approval of the Contractor's fees and schedule, the Contractor will perform such work within the time agreed and for the compensation that is approved by the SVP of DEN Maintenance or the designated DEN representative.
- 2.3.2 DEN Technical Specifications and Criteria: Denver International Airport has developed specific technical specifications and criteria for, but not limited to, various mechanical, electrical, communications, security systems, structural systems, process procedures, etc. The Contractor will be provided those specifications and criteria for the development of each assigned Task Order(s). The Contractor will review those technical specifications to determine if the technical specifications and / or criteria are contrary to or in opposition to its professional judgment, to its standard professional office practices, or to the standard level of care performed by competent professionals performing similar duties and responsibilities on similar projects. If, as the result of this review, the Contractor's opinion is that the DEN technical specifications and criteria are requiring design and engineering services that are contrary to its professional judgment and professional responsibility, the Contractor will produce a written detailed report outlining its concerns and defining specifically the items of the specifications and criteria that cause its concern. The Contractor will participate in a meeting with DEN personnel to discuss these issues and reach agreement on the direction and development of the Task that will allow the Contractor to proceed within its acceptable standard of care. Technical specifications shall not be used between multiple tasks without written approval of the DEN Project Manager.
- 2.3.3 Following this agreement, the Contractor acknowledges that the design and engineering of the Task is produced in accordance with the Agreement, including its standard of care and accepts full responsibility for the design and engineering of the Task Order according to the rules, regulations, and laws governing its activities.

2.4 CONTRACTOR'S PERSONNEL ASSIGNED TO THIS AGREEMENT

- 2.4.1 The Contractor will assign a lead project manager to this Agreement who has experience and knowledge of industry standards. The project manager will be the contact person in dealing with the airport on matters concerning this Agreement and will have the full authority to act for the Contractor's organization and at the direction of the SVP of DEN Maintenance or the designated DEN representative. This project manager will remain on this Agreement during the entire Agreement term, while in the employ of the Contractor, or until such time that his / her performance is deemed



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- unsatisfactory by the City and a formal written request is submitted which requests the removal of the project manager.
- 2.4.2 Should the City request the removal of a project manager, the Contractor will replace that project manager with a person of similar or equal experience and qualifications. The replacement project manager is subject to the approval of the SVP of DEN Maintenance or the designated DEN representative.
- 2.4.3 The Contractor may choose to replace a project manager with a principal, associate principal or other individual that is at a higher hourly billing rate. The time that the principal, associate principal or other individual devotes to tasks that are normally performed by a project manager will be billed at the project manager hourly billing rate. DEN will not pay for work not related to DEN or that DEN deems is not necessary for the scope of work required of Contractor or its project manager.
- 2.4.4 The Contractor may submit, and the City will consider a request for reassignment of a project manager, should the Contractor deem it to be in the best interest of the Contractor's organization or for that project manager's career development or in the best interest of the City. Reassignment will be subject to the approval of the Senior Vice President of DEN Maintenance or the designated DEN representative.
- 2.4.5 If the City allows the removal of a project manager, the replacement project manager must have similar or equal experience and qualifications to that of the original project manager. The replacement project manager's assignment to this Agreement is subject to the approval of the Senior Vice President of DEN Maintenance or the designated DEN representative.

2.5 DILIGENCE

- 2.5.1 The Contractor will perform the services defined by the individual Task Order scope of work in a timely manner and as directed by the Senior Vice President of DEN Maintenance or the designated DEN representative.
- 2.5.2 The Contractor will submit their Quality Control (QC) plan with all Task Order proposals and a current status of the plan per Task Order at any time requested by the DEN Project Manager.

2.6 COOPERATION

- 2.6.1 The Contractor will fully cooperate and coordinate with other Contractors and approved DEN contractors performing work at DEN. Particularly those contractors and Contractors whose work connects or interfaces with the Contractor's Task Order scope of work. The Contractor's fee proposal for each Task Order will include coordination with contractors that have current projects and future DEN projects that are identified at the time that the Contractor is preparing a fee proposal.



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3 MISCELLANEOUS REQUIREMENTS

3.1 EXISTING FACILITY INFORMATION

- 3.1.1 City Supplied Documents: As tasks are defined, DEN will make available the Agreement record documents, when they exist, related to that specific Task Order scope of work.
 - 3.1.1.1 Electronic files of Construction Drawings (Task Order Specific)
 - 3.1.1.2 Available BIM files for areas of work (Task Order Specific)
 - 3.1.1.3 Electronic copies of available Technical Specifications (Task Order Specific)
 - 3.1.1.4 3-D Scans of spaces (Task Order Specific)

3.2 AIRPORT SECURITY REQUIREMENTS

- 3.2.1 Airport Badges: The Contractor will obtain Airport ID badges for personnel who work in the Restricted Area. All badging requirements are described within the Agreement, original RFP documents, and DEN and Transportation Security Administration (TSA) rules and regulations. Costs of badges and the badging process will be included in the Contractor's multiplier.

4 OWNERSHIP OF PLANS AND DOCUMENTS

4.1 PLANS AND DOCUMENTS

- 4.1.1 Documents prepared for the Project, whether in a tangible or intangible form, without limitation, are works for hire and will become the property of the City and County of Denver, whether the Project is completed or not. The overall design of the Project shall be unique to this Project, and the Contractor will not replicate or otherwise use the overall design of the Project for any other project. The Contractor may retain reproducible copies of such documents and electronic documents are delivered to the City. The City may use all documents prepared by the Contractor and/or its subcontractor to complete the Project and for additions to this Project and for other facilities developed by or on behalf of the City. The City agrees not to sell any such documents to others, except for a sale or assignment in connection with the sale of the Project. Any such use or reuse by the City or others for facilities developed by or on behalf of the City other than this Project, without written verification or adaptation by the Contractor for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Contractor.
- 4.1.2 The City may grant the Contractor a nonexclusive license to use portions of the contents of the drawings, specifications and other documents on other projects



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except for any aggregation of items that would detract from the uniqueness of the overall design of this Project.

- 4.1.3 As provided in the contract, all writings or works of authorship, including, without limitation, all drawings and specifications and other documents, produced or authored by the Contractor and/or its subcontractors in the course of performing services for the City and developed for the City for the Project, together with any copyrights on those writings or works of authorship, are works made for hire and the property of the City. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire or be within the description of the contract, Contractor irrevocably assigns to the City of the ownership of, and all rights of copyright in, such items, and the City will have the right to obtain and hold, in its own name, rights or copyright, copyright registrations and similar protections which may be available in such works. The Contractor agrees to give the City or its designees all assistance reasonably required to perfect such rights. All contracts entered into with the Contractor and between and/or its subcontractors will contain a provision acknowledging and confirming the City's ownership of all writings and works of authorship as described in this provision.

5 TASK ORDER EXECUTION

5.1 TASK ORDER NOTICE TO PROCEED

- 5.1.1 Notification: The City will provide written notification to the Contractor to proceed with a Task Order scope of work. The Contractor will not be authorized to proceed with the work described in this Exhibit or a Task Order Request for Proposal and the City will not be obligated to fund any work performed by the Contractor, until the City has provided signed, written notification to the Contractor that the work is to be performed.
- 5.1.2 Kick-off meeting: Upon written notification to the Contractor to proceed with a Task Order scope of work, the City will schedule and hold a meeting with the Contractor and all stakeholders to review the scope of work and schedule, familiarize the Contractor with all internal processes, establish invoicing final requirements, and establish required meetings dates.

5.2 ADDITIONAL SERVICES

- 5.2.1 Changes to the scope of work initiated by the DEN Project Manager will be issued to the Contractor via a Task Order Request for Proposal. Initiation of this form does not guarantee additional work acceptance or grant schedule relief.



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- 5.2.2 Within 14 days upon receipt of the Task Order Request for Proposal or duration as defined in writing by the DEN Project Manager, the Contractor shall provide a fee proposal that includes the following:
 - 5.2.2.1 A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subcontractors.
 - 5.2.2.2 A completed On-Call {Agreement title} Proposal Spreadsheet broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the additional scope of work.
 - 5.2.2.3 A revised schedule identifying all phases of scope of work with DEN reviews.
- 5.2.3 Additional Services Authorization: Approval of the Contractor's proposal will be through an executed Additional Services Authorization. The Contractor cannot proceed on any work changes without an executed Task Order amendment.

5.3 TASK ORDER CLOSEOUT

- 5.3.1 Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the DEN Project Manager.
- 5.3.2 Task Order Final Payment: Final payment to the Contractor will not be released until all above information is complete and the Final Lien Release – Professional Services is submitted.

5.4 ADVERTISING FOR BID & BUILDING DEPARTMENT PLAN REVIEW

- 5.4.1 Advertising for Bid: All requirements for Contractor participation in project bid advertisement will be outlined in each Task Order Request for Proposal.
- 5.4.2 Building Department Plan Review: Unless specifically outlined in the Task Order Request for Proposal, the Contractor shall include the costs associated with submitting Agreement documents to the City for plan review. Agreement documents shall only be submitted to the building department with written approval by the DEN Project Manager.

5.5 ADDITIONAL SERVICES

- 5.5.1 Changes to the scope of work initiated by the DEN Project Manager will be issued to the Contractor via a Task Order Request for Proposal for Additional Services Initiation of this form does not guarantee additional work acceptance or grant schedule relief.



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- 5.5.2 Within 14 days upon receipt of the Task Order Request for Proposal for Additional Services, or duration as defined in writing by the DEN Project Manager, the Contractor shall provide a fee proposal that includes the following:
 - 5.5.2.1 A narrative of the understanding of the requested change including all assumptions, exclusions, expenses, and breakdown of additional scope of work performed by all subcontractors.
 - 5.5.2.2 A completed On-Call {Agreement title} Proposal Spreadsheet broken down by personnel pay classifications, agreed hourly billing rates (see Exhibit B), schedule, and hours necessary to complete the additional scope of work.
 - 5.5.2.3 A revised schedule identifying all phases of scope of work with DEN reviews.
- 5.5.3 Additional Services Authorization: Approval of the Contractor's proposal will be through an executed Additional Services Authorization. The Contractor cannot proceed on any work changes without an executed Task Order amendment.

5.6 TASK ORDER CLOSEOUT

- 5.6.1 Task Order Closeout Initiation: Task Order closeout will not begin without written approval from the DEN Project Manager.
- 5.6.2 Task Order Closeout Documents: Professional Services Affidavit of Completion Letter and Final Statement of Accounting.
- 5.6.3 Task Order Final Payment: Final payment to the Contractor will not be released until all above information is complete and the Final Lien Release – Professional Services is submitted.

END OF EXHIBIT



EXHIBIT E

SCHEDULING, PROGRESS REPORTING, INVOICING, AND CORRESPONDENCE CONTROL



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1 INTRODUCTION

- 1.1 This Exhibit describes the Contractor's obligations to prepare and submit schedules, budgets, invoices, progress reports, and correspondences. The Contractor shall prepare invoices that are based on its progress toward completing the Contractor's Task Order. The Contractor schedules the work and identifies the resources (costs and hours), which will be required to complete each scheduled phase of a Task Order. Those resources are totaled for each phase of the Task Order. The Contractor then measures monthly progress and prepares invoices on the basis of payment alternatives, which the Contractor must submit written approval for each Task Order as described in this Exhibit. Billing shall be at one summary invoice with breakouts for each task order.
- 1.2 The Contractor shall be paid on its progress toward completing a task shown on its work schedule for that Task Order. Payments for each Task Order will be calculated in accordance with the payment method set forth in each Task Order and shall not exceed the Not-to-Exceed amount allocated to that Task Order unless modified by an approved Task Order/Task Order Amendment. Submittal of time sheets may be required concurrent with the submittal of each invoice depending on the payment method.
- 1.3 The City shall have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off and not approved for payment.
- 1.4 In the event of the failure by the Contractor to provide records when requested, then and in that event, the Contractor will pay to the City reasonable damages the City may sustain by reason thereof.

2 WORK SCHEDULE

- 2.1 The Contractor, working jointly with the DEN Project Manager, will follow the schedule management process as implemented by the DEN Maintenance to allow for seamless communications of its requirements for managing Task Orders and the City's information requirements to monitor the Contractor's activities. Task Order schedules include all activities that the Contractor must perform to complete the Contractor's Task Order scope of work. The schedule shall also identify activities or actions that must be performed by the City and third parties, which would affect the Contractor's Task Order.
- 2.2 The City will provide its comments to the Contractor within fourteen (14) days after the Task Order Schedule is submitted. The Contractor shall incorporate the City's comments into the Task Order Schedules to establish a baseline against which all progress will be measured.

3 INVOICES AND PROGRESS PAYMENTS

- 3.1 Task Orders will be issued for projects, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Contractor. It is the maximum amount allowed to be paid out for the Task Order. Changes to the Task Order Scope of



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work and the Task Order not to exceed amounts can only be made through the DEN Task Order amendment process, plus or minus any pre-authorized changes. The DEN Project Manager will determine when the Task Order deliverables have been met. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order. Work and expenses outside of the approved Task Order Scope of Work and invoices that exceed the Task Order not to exceed amount will be considered unauthorized and no compensation by DEN to the Contractor will be made for that work or expense.

- 3.1.1 Level of Effort: Progress payments will be based on the actual number of direct labor hours expended for the period invoiced to perform a Task Order.
 - 3.1.2. In Progress Status: Progress payments will be based on the percentage of work which has been completed. This alternative is acceptable for Task Orders, which have a long duration, and several months may elapse between submittal dates. The Contractor shall prepare a detailed worksheet for each Task Order showing a schedule of proposed billing points and the amount of work completed.
 - 3.1.3 Completion: Payments will be made for completed Task Orders. This method may be used for Task Orders whose total duration is less than one month, if applicable. Submittal of time sheets are required concurrent with the submittal of each invoice.
 - 3.1.4 Submittal Status: Progress payments will be made after the submittals described in a Task Order have been delivered and approved by the City. A portion of the fee will be allocated to each submittal as defined in the Task Order scope. Submittal of time sheets is required concurrent with the submittal of each invoice.
- 3.2 Approvals by the City of submittals do not waive any obligation by the Contractor to provide complete work that has been authorized. Authorized payments on previous invoicing may be set off on subsequent invoicing in the event work submitted is found to be in non-compliance with the scope of work requirements.
- 3.3 All final invoices must be submitted electronically in PDF format to: AccountsPayableContracts@Flydenver.com. Submitting invoices to this email begins the official prompt payment process step one. Any invoices submitted to other parties will not be considered part of the process, and all other methods of invoice submittal will be rejected. In addition, the Contractor must comply with the bank Automated Clearing House (ACH) setup so the Contractor may send payment to its subcontractors electronically via ACH.
- 3.3.1 Invoices must be submitted with:
 - 3.3.1.1 Company name
 - 3.3.1.2 Contract number
 - 3.3.1.3 Project name/task order number/PO Number
 - 3.3.1.4 Invoice date
 - 3.3.1.5 Invoice billing period
 - 3.3.1.6 All backup documentation/receipts for work performed during the period
 - 3.3.1.7 Schedule of Values



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- 3.3.2 Each invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice Contractor shall comply with all requirements of this Agreement and:
- 3.3.2.1 Monthly Invoice Checklist: The Monthly Invoice Checklist must be submitted to the DEN Project Manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of this Exhibit will be cause for rejection of the invoice until such time that all requirements are fulfilled.
 - 3.3.2.2 Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice.
 - 3.3.2.3 Include a statement of recorded hours that are billed at an hourly rate.
 - 3.3.2.4 Ensure that amounts shown in the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses.
 - 3.3.2.5 For only those reimbursable costs incurred in the previous month, submit itemized business expense logs, and where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses.
 - 3.3.2.6 Include the signature of an authorized office of Contractor, along with such officer's certification they have examined the Invoice and found it to be correct.
 - 3.3.2.7 Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.
 - 3.3.2.8 Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of purposes of Contractor's engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the Director or his/her authorized representative.
- 3.4 The Contractor shall provide to the City a completed invoice report format for review and approval no later than fourteen (14) days after the issuance of Notice to Proceed. This format will identify the measurement alternatives, which will be used to measure progress for an individual task. The DEN Contract Administrator, DEN Project Manager and the Contractor shall agree on the day of the month the Contractor's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Contractor shall invoice the City for its achieved progress on each task during the previous 30-day period. The attachment(s) which the Contractor used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The DEN Project Manager must provide written approval of the format for these worksheets before they may be used).
- 3.5 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted to DEN Project Manager and correspond to the specific Task Order prior to submission to AccountsPayableContracts@Flydenver.com.
- 3.6 Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.



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- 3.7 The DEN Project Manager and the DEN Contract Administrator will review all invoices and, in the event, the DEN Project Manager disagrees with the invoiced progress, he/she will notify the Contractor. The Contractor and DEN Contract Administrator and/or DEN Project Manager will meet within fourteen (14) days of the receipt of the invoice to discuss the reasons for the disagreement. The DEN Project Manager shall have the authority in his/her sole and absolute discretion to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 3.8 In accordance with requirements set forth in this Agreement, the Contractor must have provided the City with the following documentation before any payments will be made to the Contractor:
- 3.8.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
 - 3.8.2 Signed Subcontractor agreement(s)
 - 3.8.3 Final Organizational Chart (Updated with new subcontractors as they are acquired)
 - 3.8.4 Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.
- 3.9 Final Close Out Invoice: By submitting a final close out invoice, Contractor agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Contractor agrees to release and forever discharge the City from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Contractor agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Contractor, any of its Subcontractors, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from DEN Project Manager.

4 INVOICES AND PROGRESS REPORT DEVELOPMENT

- 4.1 Invoice Report: The Contractor shall submit to the DEN Project Manager an electronic submittal of the Monthly Progress Report which is based upon the requirements of Monthly Invoice Checklist with its invoice.
- 4.2 Task Orders will be issued for projects, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Contractor. It is the maximum amount allowed to be paid out for the Task Order, plus or minus any preauthorized changes. The DEN Project Manager will determine when the Task Order deliverables have been met. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order and DEN is not obligated to increase the Not-to-Exceed



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amount without support for the change from the Contractor.

- 4.3 Monthly Progress Report: The exact format and detail level required for the Monthly Progress Report will be established jointly by the DEN Project Manager and the Contractor within fourteen (14) days after Issuance of Task Order based on a proposed format prepared by the Contractor. The Monthly Progress Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. If required by the DEN Project Manager, the Status of Task Order report shall be formatted separately for each Task Order scope of work.
- 4.4 The DEN Project Manager will review all invoices and, in the event, the DEN Project Manager disagrees with the invoiced progress, he/she will notify the Contractor. The Contractor and DEN Project Manager will meet within fourteen (14) days of the receipt of the invoice to discuss the reasons for the disagreement. The DEN Project Manager shall have the authority in his/her sole and absolute discretion to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 4.5 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted to DEN Compliance Airport Administration and correspond to the specific Task Order.
- 4.6 In accordance with requirements set forth in this Agreement, the Contractor must have provided the City with the following documentation before any payments will be made to the Contractor:
- 4.6.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement.
 - 4.6.2 Signed subcontractor agreement(s)
 - 4.6.3 Final Organizational Chart (Updated with new Subcontractors as they are acquired)
 - 4.6.5 Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.
- 4.7 Monthly Invoice Checklist: The Monthly Invoice Checklist must be submitted to the DEN Project Manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of this Exhibit will be cause for rejection of the invoice until such time that all requirements are fulfilled.
- 4.8 Final Close Out Invoice: By submitting a final close out invoice, Contractor agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Contractor agrees to release and forever discharge the City from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing.
Contractor agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Contractor, any of its subcontractors, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all



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claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from DEN Project Manager.

5 MONTHLY PROGRESS REPORT DEVELOPMENT

Invoice Report: The Contractor shall submit to the DEN Project Manager an electronic submittal of the Monthly Progress Report which is based upon the requirements of Monthly Invoice Checklist with its invoice. Monthly Progress Report: The exact format and detail level required for the Monthly Progress Report will be established jointly by the DEN Project Manager and the Contractor within seven (7) days after Issuance of Task Order based on a proposed format prepared by the Contractor. The Monthly Progress Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. If required by the DEN Project Manager, the Status of Task Order report shall be formatted separately for each Task Order scope of work.

The Contractor shall be available, when requested, to meet with City representatives to discuss the Monthly Progress Report.

6 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

- 6.1 Any requests for schedule change or increases in a Task Order amount shall be submitted to the City in writing and shall include an explanation and justification for the proposed schedule and/or cost change or increases. No work may be completed without prior written approval of the DEN Project Manager and Maintenance Directors. DEN is not obligated to grant any schedule or cost changes or increases.

7 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

- 7.1 All allowable general and administrative overhead expenses are incorporated in the labor rates and classifications or the overhead / multiplier factor calculation and paid through the application of the overhead multiplier factor against core staff wage reimbursements.
- 7.2 Indirect costs are the general administrative overhead (O.H.) costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. DEN's policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:
- 7.2.1 Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
 - 7.2.2 Supplies, Equipment & Vehicles: Office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software.



DEN Maintenance

On Call Airside Facilities Maintenance and Repair Services

- 7.2.3 Maintenance and Repair: Office equipment, survey & testing equipment, buildings, vehicles.
- 7.2.4 Insurance: Professional liability, errors and omissions liability, vehicles, facilities.
- 7.2.5 Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
- 7.2.6 Management, Admin & Clerical Office Staff: All management, administrative, clerical, and management support staff not directly performing work on the specific Task Order, including those located at DEN.
- 7.2.7 Proposals: Estimating costs of drafting proposals in response to Task Order Requests for Proposal, including personnel costs and costs for office supplies.
- 7.2.8 Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees & recruiting costs.
- 7.3 Non-Allowable Overhead: Including but not limited to: advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts, & charitable contributions, employee stock ownership plans, entertainment & social functions, local, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

8 EXPENSES

- 8.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 8.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 8.3 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable.

9 SUMMARY OF CONTRACT TASK ORDER CONTROL

- 9.1 DEN Project Manager Discretion
 - 9.1.1 All requirements in this section may be modified by the Senior Vice President or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.
- 9.2 Prior To Commencement of work – Submittals Required
 - 9.2.1 Signed Subcontractor Agreement(s) with an Exhibit listing the Subcontractor's core staff rates and calculated Labor Rates and Classifications.



DEN Maintenance
On Call Airside Facilities Maintenance and Repair Services

- 9.2.2 Authorized Signers: List of the names and titles of Contractor staff that are Authorized Signers, and which document(s) they can sign, and electronic copy of the employee's signature.
- 9.2.3 Work Schedule.
- 9.3 Monthly Submittals
 - 9.3.1 The Contractor shall submit the Monthly Progress Report.
 - 9.3.2 The Contractor shall submit invoicing by the day of the month referenced in other sections.
- 9.4 Submittals Required - After Task Order Request for Proposal
 - 9.4.1 Unless specifically identified by the DEN Project Manager, the Contractor shall provide the following within fourteen (14) days after receipt of the Task Order Request for Proposal:
 - 9.4.2 Project Management Plan, Scope Definitions and Detailed Cost Estimate per Task Order and per sub-contractor, List of Submittals or Deliverables, Drawings and Specifications, Health & Safety Plan (if applicable), Security Protocols (if applicable) and Quality Management Plan.
 - 9.4.3 Work Schedule per Task Order schedule showing appropriate milestones as per Task Order Request for Proposal.
 - 9.4.4 The Contractor shall submit a Task Order Fee Proposal detailing the costs of the Project.
 - 9.4.5 Refer to other Exhibits of this Agreement for additional requirements.

10 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

- 10.1 All information between the Contractor and the City, and other entities with participation in the services as stated in the development of the Task Order.
- 10.2 Within 3 days following the issuance of Task Order, the Contractor shall meet with the City to review the City's proposed method of correspondence, email, & submittal communication control. Within 7 days following this review, the Contractor shall institute its control procedures for the Task Order.

END OF EXHIBIT



PROPOSAL NARRATIVE

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

The Proposer shall describe what they have done to engage with historically underutilized businesses in their ongoing operations. The engagement should be an innovative, comprehensive, open, and transparent approach that makes a significant impact through the promotion of equity, diversity, and inclusion to improve opportunities that ensure fair and just access to jobs, housing, education, mobility options, and healthier communities. This engagement may include, but is not limited to, utilization of historically underutilized businesses, mentor / protégé programs, prompt payment, workforce expansion, joint ventures, technical assistance, access to capital platforms and community outreach.

At Gilmore Construction, equity, diversity, and inclusion are more than guiding principles — they are woven into the fabric of how we do business and who we are. As a minority-owned, Denver-based small business with M/WBE and DBE certifications, we live EDI in real time through our leadership, hiring practices, and industry partnerships.

One of our five core values is *“Celebrating and Living Diversity, Equity, and Inclusion.”* We embody this value by actively mentoring, promoting, and hiring small businesses that reflect the rich diversity of the communities we serve.

Our early growth was supported by the SBA 8(a) program, and we are proud to pay that support forward by uplifting the next generation of historically underutilized businesses (HUBs). Gilmore is committed to helping Denver meet its Vision 100 goals by removing barriers, expanding access, and increasing meaningful participation for HUBs across our projects.

philosophy, tools and commitment to increase presence and capacity.

From outreach to reporting and compliance, Gilmore will partner with DEN, DEDO, DSBO and WORKNOW to maximize opportunities within DEN procurements and work with organizations such as the HCC Contractor Academy’s Scaling Program to support, grow and scale companies in an industry we love.

A. EQUITY, DIVERSITY, AND INCLUSION STRATEGIES

Gilmore utilizes multiple strategies to expand opportunity and promote meaningful inclusion:

- **City and DEN Platforms:** We actively participate in outreach through DSBO email blasts, the Community Panelist Program, and DEN forums. These vehicles allow us to stay connected with the subcontracting community and provide timely updates on opportunities.

It’s important to note that at Gilmore, 26% of our workforce are women, 18% identify as African American, and 48% identify as Hispanic/Latino.

DEN EDI PLAN

- **Gilmore-Hosted Events:** We host DEN-approved subcontractor informational sessions and regularly engage the industry through:
 - *Meet the Primes*
 - *Contractor Academies (with DSBO and HCC)*
 - *Construction Empowerment Initiative (CEI)*
 - *Bridging the Gap*
 - *Coffee with Gilmore (bi-monthly)*
 - *52 Trades in 52 Weeks (weekly trade spotlight at our office)*
- **Capability Statement Round-Ups:** We routinely request updated SOQs and capacity projections from MWBE firms. These are organized by division and used to build targeted outreach lists when work orders are issued. We also analyze this data to determine how scopes can be packaged for maximum inclusion.
- **Direct Engagement via BuildingConnected:** We maintain a robust internal vendor database, track prequalifications annually,

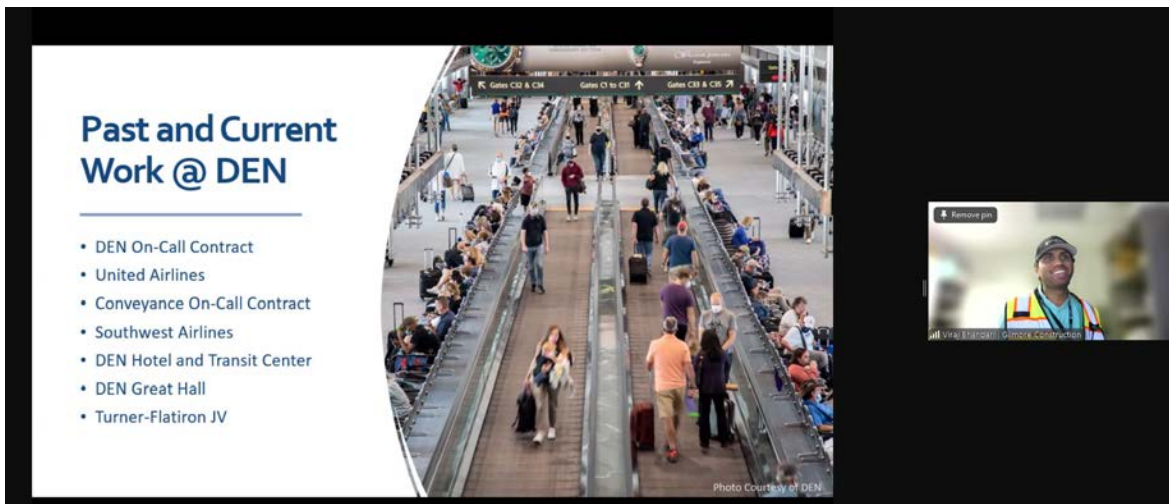
send personalized invitations, and follow up to encourage bid participation and support certification when needed.

These efforts are not transactional — they are part of our commitment to building lasting, trust-based relationships that help small businesses grow and succeed with us.

B. TECHNICAL ASSISTANCE & SUPPORT SERVICES

Our experience with DEN’s SBE On-Call program demonstrates that thoughtful work order planning creates opportunities for a broad range of MWBE participation. Gilmore maximizes this by:

- **Mentorship and Pairing:** We look for opportunities to pair small firms with larger contractors to promote mentorship, upskilling, and continuity of work. For example, we’ve established mentor-protégé partnerships with firms like Prisma International (S/MBE) at DEN.
- **Hands-On Support:** We assist with estimating, project management, safety compliance, scheduling, and certified payroll.



Gilmore Presentation @ Meet the Primes Outreach

DEN EDI PLAN

- **Financial Flexibility:**
 - Prompt payment
 - Waived retention on labor-only contracts
 - Material purchasing support for cash-constrained partners
- **Training & Resources:** We offer or connect partners to workshops and technical assistance in:
 - Finance, bonding, insurance, accounting, and marketing
 - Certification support (DSBO)
 - Community organizations like CEF, Hispanic Contractors of Colorado, and the Black Business Initiative
- **Bid Debriefs:** Every firm that submits a bid — win or lose — is invited to a feedback session to improve future submissions and identify growth opportunities.
- **Inclusive Prequalification:** Clear, achievable requirements ensure small and emerging firms can compete.
- **Targeted Communication:** Using BuildingConnected, we notify certified firms of opportunities and provide clear expectations regarding scopes, timeline, and documentation.
- **Bid List Rotation:** We intentionally rotate trade partners to broaden access and prevent gatekeeping.
- **Transparency:** Award decisions are documented and shared, and subcontractor selection considers both cost and capacity.
- **Flow-Down Expectations:** All subcontractors are required to maintain inclusive practices across their own tiers.

Our MWBE Outreach Manager, Justin Gilmore, oversees these processes from start to finish, ensuring consistent application of inclusive practices.

C. PROCUREMENT PROCESS

Our procurement process is structured to remove barriers and promote equitable access:

How to Prequalify and Submit Proposals with Gilmore

Where to Prequalify
 Email request to prequal@gilmorecc.com to receive prequal application from BuildingConnected.

The following key risk factors will be reviewed:•

- Experience
- Experience Modification Rate (EMR)
- Insurance A
- Financial Strength
- Bonding Ability
- Schedule Commitment
- References

How to submit Proposal/Bids
 Once you are prequalified, you will receive RFPs or ITBs via emml from the DEN Airport team. You will be able to electronically submit your proposal directly email to estimating@gilmorecc.com.

<https://www.gilmorecc.com/subcontractor-prequalification/>

GILMORE
 A Higher Standard

Gilmore Presentation @ Meet the Primes Outreach

DEN EDI PLAN

D. COMMUNICATION AND PROPOSER MANAGEMENT

Clear and proactive communication is vital to the success of our trade partners. We offer:

- **Pre-Bid Information Meetings:** To review scope, schedule, safety, payment terms, and performance expectations.
- **Bilingual Support:** Our multilingual staff provides communication in both English and Spanish.
- **EDI Onboarding:** Trade partners are oriented to DEN-specific protocols, documentation requirements, and compliance processes.
- **Regular Progress Check-Ins:** We meet with subcontractors during project delivery to ensure support and alignment.
- **Dispute Resolution:** Any issues are escalated promptly to our MWBE Compliance Coordinator for collaborative resolution and follow-through.

We also support small business participation by breaking down large scopes and, where appropriate, purchasing materials directly to allow smaller partners to perform labor-only contracts.

E. PAST PERFORMANCE

Gilmore has a proven history of exceeding EDI goals:

- **DEN Concourse B-West:** Goal 25% / Achieved 53%
- **Montbello Central Park:** Goal 15% / Achieved 19%

- **Worldport Temporary Offices:** Achieved 84% MWBE participation
- **RTD I-225 & Florida Station:** Achieved 74% MWBE participation

DEN AOB Level 10 Ops Office

(DEN Small SBE On-Call Contract) PO-00144871)

Final Contract amount w/change orders:
\$376,782

Goal: 15% Gilmore MWBE, 15% Sub MWBE

Final Percentage: 39% - Gilmore MWBE, 18% - Sub MWBE

Subs:

- Colorado Doorways, Inc (supplier)
- Four Star Drywall LLP
- Gary Leimer Inc.
- Intermountain Electric, Inc.
 - Servitech, Inc. (sub under IME)
- Trautman & Shreve Mechanical Contractors & Engineers
- Western States Fire Protection
 - Martinez Fire Protection (sub under Western States)
- William D Hillen a Corporation ME

DEN EDI PLAN

DEN Airside Parking Turnstile Replacement

(DEN SBE On-Call Contract PO-001211448)

Final Contract amount w/change orders:

\$294,807

Goal: 15% Gilmore MWBE, 15% Sub MWBE

Final Percentage: 57% - Gilmore MWBE,

33% - Sub MWBE

Subs:

- Four Star Drywall LLP *(was certified at the time of the project)*
- Servitech, Inc
- Dormakaba

We are also proud of the internal and external impacts of our efforts:

- **Youth Engagement:** We support mentorship programs through CEF and participate in high school and pre-apprenticeship initiatives.
- **Inclusive Hiring:** We prioritize candidates from underserved communities and provide clear pathways to advancement.
- **Business Growth:** Multiple firms we have mentored now perform as primes or tier-1 subcontractors on public-sector contracts, thanks to our support with certification, compliance, and capacity building.

F. PROPOSER’S CULTURE

At Gilmore, EDI is more than a goal — it’s part of our DNA. We embed it across three key areas:

1. Policy and Programs

- EDI is one of our five core values.

- DEI goals are included in project startup protocols and team meetings.

2. Recruitment and Advancement

- Diverse hiring panels and outreach strategies
- Career pathing and development tools for internal advancement
- Equity-focused training on bias, communication, and inclusion

3. Partnership Expectations

- We evaluate subcontractors and consultants not only on cost and performance, but on alignment with our EDI values.
- We share tools, resources, and templates to help small businesses grow sustainably.

G. FUTURE INITIATIVES

Gilmore is planning the following initiatives over the next five years:

- **Gilmore Rising:** A formal mentorship program connecting emerging MWBEs with seasoned PMs and estimators.
- **Community Talent Pipeline:** Collaborations with DPS, trade schools, and workforce centers to provide pathways into construction careers, especially for youth of color.
- **Internal EDI Scorecard:** A metrics-based tool to track staff representation, promotions, and retention.
- **Expanded Technical Assistance:** More training sessions, forums, bootcamps, and resource-sharing platforms to equip and elevate small businesses.

DEN EDI PLAN

IN SUMMARY:

Gilmore Construction is committed to building a more inclusive and equitable future. We don't just check boxes — we create platforms for success, provide real support, and open doors. Through our people, our partnerships, and our values, we are proud to help shape an industry and a city where everyone can thrive.



EXHIBIT G



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Technician II
DATE: October 1, 2019
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, September 27, 2019** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO190020
Superseded General Decision No. CO20180030
Modification No. 4
Publication Date: 09/27/2019
(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 \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. See page 6 for reference.**

Gilmore Construction Corporation
#202579244-00

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

"General Decision Number: CO20190020 09/27/2019

Superseded General Decision Number: CO20180030

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 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 calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/22/2019
3	05/10/2019
4	09/27/2019

ASBE0028-002 07/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 31.73	14.23

* CARP0055-002 05/01/2019

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 29.95	10.29

 * CARP1607-001 06/01/2019

	Rates	Fringes
MILLWRIGHT.....	\$ 32.00	16.43

 * ELEC0068-012 06/01/2019

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 36.50	16.18

 ELEV0025-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.05	34.125

FOOTNOTE:

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

 ENGI0009-017 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 31.07	10.70
50 tons and under.....	\$ 28.40	10.70
51 to 90 tons.....	\$ 28.57	10.70
91 to 140 tons.....	\$ 29.55	10.70

 IRON0024-009 01/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 29.85	11.42

 IRON0024-010 01/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 29.85	11.42

 PAIN0079-006 08/01/2017

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 20.50	8.41

PAIN0079-007 08/01/2017		
	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.20	8.41

PAIN0419-001 07/01/2016		
	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 20.00	10.83

PAIN0930-002 07/01/2018		
	Rates	Fringes
GLAZIER.....	\$ 31.52	10.13

PLUM0003-009 06/01/2018		
	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 35.48	15.94

PLUM0208-008 06/01/2018		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 37.55	14.95

SFCO0669-002 04/01/2017		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.73	20.47

SHEE0009-004 07/01/2018		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 34.02	17.49

 SUCO2013-006 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER...\$	20.09	7.03
LABORER: Common or General.....\$	14.49	5.22
LABORER: Mason Tender - Brick...\$	15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....\$	16.00	0.00
LABORER: Pipelayer.....\$	16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....\$	20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$	19.10	3.89
OPERATOR: Grader/Blade.....\$	21.50	0.00
ROOFER.....\$	16.56	0.00
TRUCK DRIVER: Dump Truck.....\$	17.34	0.00
WATERPROOFER.....\$	12.71	0.00

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

**Office of Human Resources
Supplemental Rates
(Specific to the Denver projects)
Revision Date: 08-21-2019**

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$13.89	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$13.00	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Tile Finisher		\$20.87	\$8.42
Tile Setter		\$26.83	\$8.48
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$13.00	\$0.00

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



EXHIBIT H

SPILL RESPONSE

ENVIRONMENTAL GUIDELINES, OPERATION

Gilmore Construction Corporation
Contract# 202579244-00



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ACTIVITY DESCRIPTION

This environmental guideline addresses activities to prevent, detect, contain, control, and manage spills and releases, make proper notifications, and develop and submit reports. Eliminate or minimize the discharge of pollutants to soil, sewers and stormwater drainages resulting from material spills. Mitigate potential impacts by responding quickly with trained personnel and appropriate materials.

POTENTIAL ENVIRONMENTAL RISKS

The following environmental concerns are associated with these activities:

- Improper or inappropriate disposal of used spill response media
- Air emissions
- Odors
- Contamination of soil
- Contamination of surface water
- Contamination of groundwater

Potential consequences from performing the activity incorrectly:

- Property damage, personal injury, or damage to the environment
- Noncompliance, Notices of Violation from regulators, and related [financial & non-financial] penalties

RECOMMENDED OPERATING CONTROLS

General Considerations

- Immediately notify the DEN Communications Center (303-342-4200) of any spill.
- Each operator (City employee, tenant, contractor, vendor, etc.) conducting any activity that could result in a spill or discharge of pollutants is responsible for understanding the applicable regulations and managing their activities accordingly; this Environmental Guideline is meant as guidance only and does not supersede any regulations.
- Each operator is responsible for implementing engineering controls and practices for preventing, containing, and controlling spills and releases.
- Each operator is responsible for detecting, initial notification (DEN Communications Center), and responding to spills and leaks as rapidly and safely as possible.
- Each operator is responsible for determining the appropriate notifications to regulatory agencies and for making these notifications. The ES section is available to assist the operator in evaluating the need to make notifications; however, it is the responsibility of the operator to make all appropriate notifications.
- Assess site for safety; protect personnel if material is unknown or known to be dangerous. As personnel safety allows, contain and control spill as soon as it is deemed safe to do so.

Training Requirements

- Personnel involved in activities that have a reasonable potential to result in a spill or release should be trained in proper management and spill reporting procedures.



- Personnel that respond to spills and/or releases must be trained in proper management and spill reporting procedures.
- Annual stormwater pollution prevention training shall inform personnel at all levels of responsibility who are involved in industrial activities that may impact stormwater runoff. Stormwater training shall address topics such as spill response, good housekeeping, and material management practices. Contractor or temporary personnel shall be informed of plant operation and design features in order to prevent discharges or spills from occurring.
- Personnel involved with fueling activities for systems regulated under the Spill Prevention, Control, and Countermeasure (SPCC) requirements contained at 40 CFR Part 112 shall be trained pursuant to the requirements identified in the site's SPCC Plan prior to conducting any fueling activities. See Environmental Guideline - Fueling Aircraft, Vehicles, and Auxiliary Equipment.

Storage and Materials Management

- Spill response materials should be stored in areas where spills are probable, such as product or waste storage, or fueling or maintenance areas
- Spill response materials should be stored in accessible containers with proper signage
- Ensure that spill kits contain appropriate resource materials (e.g., containment booms, granular absorbent, disposal bags, drain cover mats, brooms, shovels, and personal protective equipment)
- Containment for spill cleanup debris should be made available to all employees that would assist in a response action

PLANNING REQUIREMENTS

Develop site-specific spill response procedures or plans to address the prevention, control, and countermeasures for spills, leaks, or discharges of substances that can impact the environment

- Train all employees on basic knowledge of spill control procedures
- Key personnel should receive formal training in plan execution with additional training to first responder level (29 CFR 1910.120) as required
- For SPCC-regulated facilities/activities, provide training to all appropriate employees pursuant to 40 CFR Part 112

Facilities should also evaluate the need for signage on a case-by-case basis for identifying response procedures, spill notification phone numbers, locations of spill cleanup materials, etc.

CRITICAL TASKS

- Identify the spilled material and potential media impacts. In a safe manner, take appropriate actions to mitigate, stop, and/or control the spill to prevent impacts to soil or water (e.g., drains, inlets, waterways, sewers).
- Notify DEN Communications Center immediately at 303-342-4200. Provide the following information:
- Material and amount spilled
- Location and threat to drains and/or soils
- Containment or response needs and cleanup progress



- Control and collect spilled materials using appropriate materials from the spill kit. Spills of any kind and spill cleanup materials shall not be washed into any sewer system or waterway, or onto any soils.
- Properly contain and dispose of used spill containment and cleanup materials. Refer to Environmental Guideline – General Waste Management, for guidance on waste management.
- Spill cleanup materials must be collected immediately in order to avoid any potential stormwater contamination issues.
- Provide proper spill notifications to regulators in coordination with DEN Environmental Services.

EMERGENCY RESPONSE

Call DEN Communications Center immediately at 303-342-4200 for all spills.

- This is the emergency response guideline. In the event of a catastrophic event, make the required notification to DEN Communications Center and act to minimize imminent danger to human health and the environment

EXPECTED RECORDS AND OUTPUTS

- Operations Incident Log Entry
 - These logs are completed and maintained on file by DEN Operations in Veoci
- Disposal profile, LDR, manifests & shipping forms
 - Manifests and other forms can be obtained from the disposal facility or disposal contractor/broker
 - All manifests should be maintained on file by the operator for at least three years
- Operations Spill/Release Report
 - Follow up records are maintained by Environmental Services in Veoci
- Evidence of training
 - While formal certifications are not always necessary, some form of “proof of training” (such as participation records and training materials) is expected and should be maintained on file by the operator

REFERENCES

Contacts

- DEN Communications Center (for spill reporting): 303-342-4200
- DEN Environmental Services (Main Line): 303-342-2730; DIA.Environmental@flydenver.com
- Janet Kieler, DEN Environmental Services: 303-342-4480; janet.kieler@flydenver.com

Guidance Materials

- NIOSH Pocket Guide to Chemical Hazards (NPG)
- DOT Emergency Response Guidebook
- EPA Office of Solid Waste and Emergency Response guidance
- OSHA Emergency Preparedness and Response guidance
- DEN Stormwater Management Plan (SWMP)



- Operator SWMP
- DEN SPCC Plan
- CDPS permits (DEN's and Operator's)
- APCD permits
- Operator's SPCC Plan
- Colorado Water Quality Control Division "Guidance for Reporting Spills under the Colorado Water Quality Control Act and Colorado Discharge Permits"

Training Materials

- 29 CFR 1910.120 (OSHA requirements)
- 40 CFR Part 112 (SPCC requirements)

Related Environmental Documents

- Work Instruction - Spill and Release Follow Up
- Environmental Guideline - General Waste Management

Applicable Regulations

- 40 CFR 110.3 Discharge of Oil
- 40 CFR 112 Oil Pollution Prevention (SPCC/FR Plan)
- 40 CFR 117.3 Determination of Reportable Quantities for a Hazardous Substance
- 40 CFR 122-124 NPDES Regulations for Storm Water Discharges
- 40 CFR 260-282 Federal RCRA Regulations
- 5 CCR 1001-3 through -23 State Air Pollution Regulations
- 6 CCR 1007-3, Part 261 State RCRA Regulations
- Colorado Water Quality Control Act
- CDPHE Water Quality Control Commission Regulation No. 61, Colorado Discharge Permit System Regulations
- Denver Wastewater Management Division Rules and Regulations
- Metro Water Recovery District Rules and Regulations
- DEN Rules and Regulations

Other Documents

- Disposal Manifest
- Maintenance Control Center Event Checklist Standard Operating Procedure 60 HAZMAT Incident
- Communications Center Operating Instruction 80 Spills and Releases





Exhibit J

DEN SAFETY PLAN

Gilmore Construction Corporation

#202579244-00



DENVER INTERNATIONAL AIRPORT SAFETY PLAN TEMPLATE

Customize this template to meet the specific requirements and hazards of the contractor's project at DEN. It's crucial to ensure that all parties involved understand and adhere to the safety plan to maintain a safe working environment at the airport.

Contractor Information:

Contractor Name:

Project/Task Name:

Project/Task Duration:

Contractor Contact Information:

Name:

Phone:

Email:

Project Supervisor:

Name:

Phone:

Email:

1. Introduction

The purpose of this safety plan is to establish guidelines and procedures to ensure the safety of outside contractors working at Denver International Airport (DEN). All contractors are required to adhere to these safety measures to prevent accidents and injuries.

2. General Safety Procedures

Safety Orientation: All contractors and their employees must complete a safety orientation before starting work at DEN.

Personal Protective Equipment (PPE): Contractors are responsible for providing and ensuring the use of appropriate PPE for their employees as per airport regulations.

Emergency Contacts: Contractors must have readily accessible emergency contact information for their employees and supervisors.

3. Worksite Specific Safety Procedures



DENVER INTERNATIONAL AIRPORT SAFETY PLAN TEMPLATE

Site-Specific Hazards: Identify potential hazards specific to the work location and detail measures to mitigate those risks.

Traffic Control: If applicable, provide traffic control plans to manage vehicle and equipment movement.

4. Training and Certification

Training Requirements: List mandatory training and certification requirements for the contractor's employees (e.g., OSHA, First Aid, etc.).

5. Incident Reporting

Reporting Procedures: Detail how accidents, incidents, or near misses should be reported to the airport authority.

Investigation Process: Outline the process for investigating incidents and implementing corrective actions.

All emergencies at the Airport please call 303-342-4233 for police, fire, medical and security responses.

General Emergency Procedures:

- In the event of an emergency, all employees should immediately stop working and evacuate the area.
- Employees should proceed to the nearest designated exit / assembly area.
- Employees should not attempt to re-enter the work area until authorized to do so by emergency personnel.

Specific Emergency Procedures:

Fire:

- If a fire is discovered, employees should immediately pull the nearest fire alarm.
- Contact will be made with DEN Personnel and nearest Fire Department and Emergency Response
- Employees should evacuate the area and proceed to the nearest exit and designated assembly area.
- Employees should not attempt to fight the fire themselves.

Medical Emergency:

- If an employee is injured or becomes ill, employees should immediately call for medical assistance.
 - Employees should stay with the injured or ill person until medical assistance arrives.
 - Employees should not attempt to move the injured or ill person unless absolutely necessary.
-



DENVER INTERNATIONAL AIRPORT SAFETY PLAN TEMPLATE

Hazardous Materials Spill:

- If a hazardous materials spill occurs, employees should immediately evacuate the area.
- Employees should notify emergency personnel immediately.
- Employees should not attempt to clean up the spill themselves.

Security Incident:

- If a security incident occurs, employees should immediately lock down the work area.
- Employees should call for security assistance immediately.
- Employees should not attempt to confront the perpetrator themselves.

6. Environmental and Regulatory Compliance

Environmental Compliance: Specify the contractor's responsibility for environmental compliance, including waste disposal and chemical management.

Regulatory Compliance: Ensure that the contractor complies with all local, state, and federal regulations.

7. Communication and Coordination

Communication Plan: Define communication channels between the contractor, airport personnel, and other relevant parties.

Coordination: Specify how work schedules and activities will be coordinated to minimize disruptions.

8. Safety Inspections and Audits

Scheduled Inspections: Describe how and when safety inspections will be conducted.

Audit Process: Explain how safety performance will be audited, including consequences for non-compliance.

9. Emergency Response

Emergency Response Plan: Provide the contractor's emergency response plan and detail how it integrates with DEN's emergency response procedures.

10. Review and Sign-off



DENVER INTERNATIONAL AIRPORT SAFETY PLAN TEMPLATE

Contractor Acknowledgment: The contractor's representative and the DEN representative must sign and date the safety plan to confirm their understanding and commitment to its implementation.

11. Appendices

Attach any relevant documents such as maps, drawings, or additional safety guidelines specific to the project.