

## CONTRACT FOR CONSTRUCTION

**THIS CONTRACT FOR CONSTRUCTION (“Contract”)** is made and entered into as of the date stated on the City’s signature page below 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 **HENSEL PHELPS CONSTRUCTION CO.**, a Delaware General Partnership authorized to do business in the State of Colorado (“Contractor”) (collectively the “Parties”).

### WITNESSETH

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

**WHEREAS**, the City, on August 17, 2017, entered into the Development Agreement with Denver Great Hall LLC, known by agreement #201735867 (the “**Development Agreement**”), for the design, construction and revitalization of the Jeppesen Terminal at the Airport (the “**Great Hall Project**”); and

**WHEREAS**, the City, on August 12, 2019, issued a Notice of Termination for the Development Agreement that provided for the termination on November 12, 2019 (the “**Termination Date**”); and

**WHEREAS**, following this Notice of Termination, the City competitively procured and selected the Contractor to provide the necessary construction services to complete the Great Hall project (the “**Great Hall**”) and other necessary construction activities to ensure ongoing operation of the Jeppesen Terminal at Denver International Airport; and

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

### ARTICLE I. CONTRACT DOCUMENTS

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

- Contract
- Building Information Modeling (“BIM”) (initial copies attached and to be added or amended through Task Order)
- Change Directives
- Change Orders
- Task Orders
- Exhibit A Federal Appendices
- Exhibit B Equal Employment Opportunity Provisions
- Exhibit C Insurance Requirements

- Exhibit D Prevailing Wage Schedules
- Exhibit E Special Conditions
- Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “Yellow Book”) (“General Conditions”) (Table of Contents attached as Exhibit F)
- Exhibit G Performance Bond
- Exhibit H Payment Bond
- Exhibit I Workforce Requirements
- Exhibit J M/WBE Utilization Plan
- Exhibit K Technical Specifications and Drawings (initial copies attached and to be added or amended through Task Order)
- Exhibit L Schedule (initial copies attached and to be added or amended through Task Order)

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

1. Exhibit A Federal Appendices
2. Contract
3. Task Orders
4. Change Directives
5. Change Orders
6. Exhibit B Equal Employment Opportunity Provisions
7. Exhibit E Special Conditions
8. Exhibit F Standard Specifications for Construction General Contract Conditions (2011 Edition) (the “Yellow Book”) (“General Conditions”)
9. Exhibit K Technical Specifications and Drawings (to be added through Task Order)
10. Exhibit L Schedule (initial copies attached and to be added or amended through Task Order)
11. Exhibit C Insurance Requirements
12. Exhibit D Prevailing Wage Schedules
13. Exhibit I Workforce Requirements
14. Exhibit J M/WBE Utilization Plan
15. Exhibit G Performance Bond
16. Exhibit H Payment Bond
17. Form of Final Receipt
18. Building Information Modeling (“BIM”) (initial copies attached and to be added or amended through Task Order if applicable)

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

It is contemplated by the Parties that numerous exhibits or attachments, including construction documents and final technical specifications, will not be accomplished or must be developed after execution of this Construction Contract and, as such, must be finalized,

incorporated by reference and/or attached to and be made a part of the Contract Documents subsequent to execution of this Construction Contract. The incorporation of such exhibits or attachments into this Construction Contract shall be accomplished through the negotiation and execution of a Task Order. The Parties shall be diligent in accomplishing these exhibits and attachments to ensure that the relevant documents are properly incorporated into the Construction Contract through a Task Order. To the extent these new exhibits or attachments conflict with other exhibits or portions of this Construction Contract, the greater service, better quality or more specificity shall be included in the Work. However, nothing contained in this section shall limit the Contractor's ability to seek Change Order time and compensation adjustments for City changes to the Work incorporated into any of these later exhibits and attachments.

## **ARTICLE II. SCOPE OF WORK**

**A.** Contractor shall furnish all labor and tools, supplies, equipment, superintendence, materials, and everything necessary for and required to do, perform, and complete all of the work described, drawn, set forth, shown, and included in the Contract Documents (the "**Work**"). The Work to be performed under the Contract will be detailed in Task Orders issued under this Contract. The Work will be issued to the Contractor in Task Orders upon reaching a negotiated agreement between the Contractor and the DEN as to the scope and Cost of Work. Markups on labor, materials, equipment, and subcontractors will be applied to the negotiated costs, in accordance with the terms of the Contract. All Contractor proposals for Task Order work or Task Order Change Orders will be in a format as outlined herein.

**B.** As will be set forth more fully in each Task Order(s), the Contractor has been retained to take over an active construction site and has been hired to perform designated portions of the construction of the Great Hall project located within the Jeppesen Terminal. As defined in each Task Order(s), the scope of the Work under this Contract may include continuation and or rework of existing elements of the Great Hall Project. The Contractor acknowledges that it will be the Prime Contractor for the portions of the Great Hall Project assigned in the Task Order(s) and will assume all responsibility for the performance of the Work in accordance with the schedule agreed to in the Task Order(s). Furthermore, the Contractor agrees that failing to complete the Work in accordance with the terms set forth in the Task Order(s) will be considered a breach of this Agreement and may result in liquidated damages and potential the termination of this Agreement.

**C.** The Parties acknowledge that portions of the Work for the Great Hall Project were completed under the Development Agreement, which ended on the Termination Date (the "Existing Work"). The Contractor agrees to conduct pre-work photo surveys, laser scans, and other investigations that it deems necessary of portions of the Existing Work which are visible and accessible to assist Contractor and the City in assessing the status of the Existing Work and in determining the extent to which the Existing Work has been properly installed and is ready to receive follow-on Work. The City will direct as part of a Task Order any corrective work to be included in the Work. In the performance of this Contract and any Task Order issued hereunder, the Contractor acknowledges and accepts that, scope and schedule are critical for Project delivery. Based on these considerations, the City has elected to utilize a Construction Manager/General Contractor ("CM/GC") project delivery approach that will fast track the Work under any designated Task Order. In that event, the following terms shall apply:

- i. The Contractor is familiar with this approach and understands that the CM/GC method is a specialized and rigorous delivery approach requiring maximum cooperation between all parties. As a consequence of the delivery approach, the Contractor acknowledges and accepts the following: (1) that the complete services to be rendered by the Contractor, the organizational and process interrelationships governing construction and the construction cost, schedule and sequencing are either in the developmental stage or have not yet been fully defined; and (2) that portions of the Project could have their design completed as separate phases.
- ii. To accomplish the designated Work using the CM/GC method, the Contractor will provide the Owner with Task Order Proposals (TOP) for each Task Order. The Contractor shall also deliver all necessary supporting documents for each TOP at times designated by the City throughout the Term of the Contract. It is further understood and accepted that because some of these TOPs may be based, in part, on incomplete design documents, the Contractor shall exercise reasonable care and its best diligence, efforts and judgment to determine the intent of the most recent Project design documents in preparing the TOP.
- iii. If the design, plans or specifications in any particular Task Order(s) are incomplete at the time the Contractor provides the TOP to the City, the Contractor acknowledges and agrees the TOP fully accounts for any risks associated with failing to consider the design intent reasonably inferable from the Contract Documents. The Contractor has documented in the basis of the TOP and provided or will provide to the City any and all clarifications regarding the design intent, including the intended level of quality. No TOP increase or extension in the Contract Time will be allowed to account for any assumption, exclusion and clarification the Contractor failed to document or for any other item of Work covered by the Contract Documents that the Contractor failed to account for in its TOP.
- iv. If the design, plans, and/or specifications applicable to the Work in the Task Order(s) are complete as identify by a stamp of the Designer of Record or Engineer of Record and by the issuance of a permit for the Work, the Contractor and the City agree the Work has been sufficiently described so the Contractor can fully rely the accuracy of the Contract Documents to establish the intended level of quality and workmanship requirements of the Task Order(s).
- v. The initial design, plans and/or specifications applicable to the Work are attached hereto and incorporate herein as Exhibit K. The Parties acknowledge that the documents currently attached as Exhibit K are initial and will be modified through Task Orders.

**D.** The Parties intend herein to establish a relationship wherein the City relies upon the integrity and fidelity of the Contractor to complete the Project within the time and budget constraints set forth in this Construction Contract and in a manner which satisfies the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to

agency and community needs and compliance with all applicable regulatory requirements in the performance of general public improvements.

### ARTICLE III. TERM OF CONTRACT

The Term of this Agreement shall commence on the date of execution of the agreement (the “Effective Date”) and shall terminate on December 31, 2021 unless terminated earlier in accordance with this Contract (the “Term”). The Contractor agrees to begin the performance of the work required under this Contract within ten (10) days after receiving a Task Order Notice to Proceed from the Senior Vice President of Aviation – Great Hall (the “SVP-GH”) and agrees to complete the Work in accordance with the Contract Documents within the time frame established for each Task Order. This period of performance for each Task Order is also referred to as “Contract Time.” The Contractor is not authorized to commence the Work prior to its receipt of each Task Order Notice to Proceed.

If, at the expiration of the Contract Term, there remains any outstanding Work to be completed under a validly issued Task Order, the SVP-GH, in his or her sole discretion, may direct the Contractor to complete the Work in accordance with the terms and conditions of the Task Order and this Contract.

### ARTICLE IV. TERMS OF PAYMENT

**A.** The Contractor acknowledges and accepts that there are limited funds available to construct the Project. The City agrees to pay Contractor for the performance and completion of all of the Work as required by Task Order(s) in accordance with the Contract Documents, and Contractor agrees to accept as its full and only compensation therefor, a total amount not to exceed **One Hundred Ninety Five Million Dollars and 00 Cents (\$195,000,000.00)** (the “**Maximum Contract Amount**”). In no event will the City’s liability exceed the Maximum Contract Amount, as adjusted by duly authorized Change Orders in accordance with this Contract. The Parties specifically agree that any performance by Contractor hereunder shall not subject the City to any cost, charge, or fee not specified herein.

**B.** Any allowances set forth in any TOP must be accepted by the SVP-GH through the complete execution of the Task Order(s). Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ any persons or entities against which the Contractor may make reasonable objection. The relevant Task Order will establish all allowances applicable to the Work. Unless otherwise provided for in the Contract Documents:

- i. Materials and equipment under an allowance shall be selected promptly by the City to avoid delay in the Work;
- ii. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the Project site and all required taxes, less applicable trade discounts;
- iii. Contractor’s costs for unloading and handling at the Project site, labor, installation costs, and other expenses contemplated for the stated allowance amounts are included in the allowances. However, Contractor’s home office overhead and profit

for all allowance items are included in the Contractor's G&A and Fee and are not in the allowance; and

- iv. Whenever costs are more than or less than the allowances, overruns and underruns in allowances will first come from owner's contingency and if insufficient owner's contingency remains, the Task Order shall be adjusted accordingly by change order. The amounts of the change orders shall reflect the difference between actual costs and the allowances. If actual costs exceed allowances, the change order shall include G&A and Fee on the difference in accordance with allowable Contractor Fee under the Construction Contract.

**C.** The Maximum Contract Amount includes construction contingency ("Contingency") for the entire scope of the Work which will be allocated in each Task Order(s). The Contractor agrees to accept a mutually agreeable reduction of the contingency whenever the City and the Contractor reasonably agree that the Task Order risk is substantially decreased and such agreement shall not be unreasonably withheld.

- i. During the course of the Work, some Task Order line items may exceed the estimated amounts and others may under run the estimated amounts shown in the TOP without impacting the overall Task Order. The Contractor may allocate Contingency to budget overruns which are properly reimbursable as Cost of the Work defined in Article IV.E, but not the basis for a Change Order. These costs may include, without limitation, costs attributable to errors and omissions by the Contractor; costs to correct defective, nonconforming or damaged work; buy-out scope gaps; costs generated from refinement of incomplete Contract Documents; costs for; overtime and acceleration costs to meet contract schedule; and costs, including legal fees, for contractual disputes, with parties other than the City. The Contingency shall be increased to the extent that there are underruns in budget items included in the TOP.
- ii. So the Parties can contemplate the most economical and schedule sensitive solution, the Contractor will notify the City a minimum of 3 business days prior to allocating Contingency. If after waiting 3 business days and seeking consultation from the City, the Contractor may proceed with allocating Contingency without authorization from the City. The Contractor takes responsibility for ensuring all Contingency use is allowable under the terms this Contract and shall provide a periodic reconciliation of contingency credits and expenditures in a format acceptable to the Project Manager.

**D.** The Maximum Contract Amount includes Owner's Contingency ("Owner's Contingency") for the entire scope of the Work which will be allocated in each Task Order(s).

- i. The Owner's Contingency will be used at the sole discretion of the City for changes to the scope of work that are initiated and requested by the City, and for overruns in Allowances. This contingency shall not be used for any other purpose other than scope changes initiated by the City. Any unused portion of this Owner's Contingency shall be returned to the City upon Task Order completion.

**E.** The term Cost of the Work (COW) shall consist of costs necessarily incurred in the proper performance of the Work for the Project as delineated below which shall be paid by the City to the Contractor. Cost of the Work shall not include any Contractor's G&A or Fee. Cost of the Work shall consist of the following Contractor incurred items set forth below:

- i. Cost of mock-ups and testing, as may be approved in writing before incurring these costs by the SVP-GH.
- ii. Actual cost paid by Contractor for all materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.
- iii. Payments properly made by the Contractor to Subcontractors and Suppliers under Project subcontracts for performance of portions of the Work including insurance required by this Contract and bond premiums incurred.
- iv. Payments actually made for architects, engineers and other consultants providing services to the Contractor reasonably required to perform the work, unless such services are to be provided to the Owner by the Design Consultant or other City-Retained Consultants (as defined in the Design Consultant's Agreement for Professional Design Services).
- v. Cost, including transportation, inspection, handling, storage and maintenance, of all temporary facilities and all materials, supplies, equipment and hand tools not owned by the workmen that are consumed in the performance of the Work on the Project. The Contractor shall negotiate with the City the salvage value of all items purchased and used on the Project but not consumed, damaged, lost or stolen at the completion of the work, crediting any proceeds against the Cost of the Work. If the Contractor and the City cannot agree on the salvage value of the above items, then said items shall remain the property of the City and the Contractor shall give no credit to the Cost of the Work. The Contractor may institute a voluntary recycling program.
- vi. Actual rental charges of all necessary machinery and equipment, exclusive of hand tools, used at the Site, whether rented from the Contractor at rates approved by in each Task Order(s) or others, including equipment owned by the Contractor charged to the Project and costs of fuel, oil, insurance, maintenance and minor repairs and replacements, transportation, installation, dismantling and removal thereof. The City and the Contractor agree that the rates for the rented equipment shall be charged as a Cost of Work at the stipulated fixed rates set forth in the Task Order(s).
- vii. The cost of the premiums for all bonds and insurance that the Contractor is required to procure outside of the ROCIP program.
- viii. Applicable sales, use or similar taxes related to the direct performance of the Work and for which the Contractor is liable, imposed by any governmental authority.

- ix. Permits, fees, licenses, costs of all tests, commissioning costs, inspections and approvals, as may be required by the Contract Documents or applicable laws, ordinances or public authority for the performance of the work (except for inspection and testing performed by the City, at its cost).
- x. Cost of removal of all debris from the Site.
- xi. Costs for temporary construction including scaffolding, lifts, platforms, handrails, hold covers, fire extinguishers, toilets, dumpsters, laser scanning and VDCE equipment, surveying equipment, field office costs located within the Jeppesen Terminal, temporary security and fire watch, temporary winterization, snow removal, cleanup and traffic control costs required to complete the Work.
- xii. Cost of wages paid for labor in the performance of the Work at the site or with the City's agreement at offsite workshops, which shall as a minimum be in accordance with the prevailing wage rates established by the City and County of Denver for construction projects, as set out in DRMC Section 20-76, and in effect at the time that the GMP is established and the City's Minimum Wage law, to the extent applicable. In the event the prevailing wage rates are increased in accordance with DRMC Section 20-76, on the anniversary date of this Construction Contract, these increases shall also be included as a cost of the work. Costs paid or incurred by the Contractor shall include actual wages for the Contractor's own personnel (including overtime premiums as applicable), taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and for personnel not covered by such agreements, customary benefits and the Contractor's company policy such as sick leave, individual and dependent medical and health benefits, disability insurance, holidays, craft training fund, vacation, pension, and, as applicable, 401K contributions. The City and the Contractor agree that the wages and burden for hourly personnel shall be charged at stipulated fixed rates set forth which will be agreed to in the Task Order(s).
- xiii. Temporary and permanent power, lighting, heat, chilled water, drinking water, sewer and water services as required to complete the Work at the Site.
- xiv. Cost incurred by the Contractor in repairing or correcting defective, damaged or nonconforming work, provided that such defective, damaged or nonconforming work was beyond the control of the Contractor, Subcontractors, or Suppliers, or caused by the ordinary mistakes or inadvertence, and not the negligence of the Contractor's or any Subcontractor's or Supplier's supervisory personnel. If the costs associated with such defective, damaged or nonconforming work are recoverable from insurance or Subcontractors or Suppliers, the Contractor shall exercise its best efforts to obtain recovery from the appropriate source and credit the Cost of the Work if recovery is obtained.
- xv. Costs incurred due to any emergency affecting the safety of persons and property and related to the Work unless otherwise covered by insurance or reimbursable

from a Subcontractor or Supplier, or unless such costs are due to the fault or negligence of the Contractor or a Subcontractor or Supplier of any tier.

- xvi. Fees of testing laboratories for tests required by the Contract Documents (except for testing performed by the City, at its cost).
- xvii. Legal, mediation and arbitration costs other than those arising from disputes between the City and the Contractor reasonably incurred by the Contractor in the performance of the Work and with the City's prior written permission of the SVP-GH.
- xviii. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the City.
- xix. Costs associated with the implementation of any established company safety program, which costs shall be subject to City's reasonable approval.
- xx. Cost of warranty repairs, to the extent not covered by a subcontract or purchase agreement (provided that the Contractor shall use its best efforts to enforce the warranties received from subcontractors, suppliers and vendors). These costs include the Contractor's administrative staff associated with supervision and management of the warranty repairs.
- xxi. Deposits for materials, design of manufactured items and supplied items is the responsibility of the Contractor. Reimbursements will be made once the item is installed and accepted by the SVP-GH.
- xxii. Costs associated with the use of Textura and other software programs required by City.

**F.** Cost of the Work shall not include expenditures made for any of the following:

- i. Salary of any officer of the Contractor.
- ii. Salary of the Contractor's employees stationed at the Contractor's main office not working on the Project.
- iii. Overhead, profit and general expenses of any kind.
- iv. The capital expenses of the Contractor, including interest on capital employed for the work.
- v. Expenses of the Contractor's principal office and offices, other than the Site office.
- vi. Costs incurred by the Contractor in situations where such costs may be covered by insurance or recoverable from a Subcontractor or Supplier, if the Contractor failed to use its best efforts to obtain such insurance proceeds or recovery from the responsible Subcontractor(s) or Supplier(s).

- vii. Expenses incurred for relocation and temporary living expenses of personnel required for the Work, or when such relocation is for the convenience of the Contractor excepted when approved in writing by the SVP.
- viii. Any cost, within the Contractor's control, that would cause the Maximum Contract Amount to be exceeded.
- ix. Any costs not specifically included in the Cost of the Work, Section 8.1.
- x. Costs of retesting non-conforming Work.

**G.** The Contractor's General Conditions (the "GC") associated with its principal project office at WorldPort, will be negotiated on a Task Order basis, and further defined to include:

- i. Costs associated with the Contractor's supervisory and administrative personnel assigned to the Task Order managing the Work at the site or with the City's agreement at offsite workshops including taxes, insurance, contributions, assessments and benefits required by law and benefits for personnel not covered by such agreements, customary benefits and the Contractor's company policy such as sick leave, individual and dependent medical and health benefits, disability insurance, holidays, craft training fund, vacation or Paid Time Off, pension, and, as applicable, 401K contributions. The City and the Contractor agree that the wages and burden for the personnel shall be charged at stipulated fixed rates set forth which will be agreed to in the Task Order(s). Costs of Contractor's supervisory or administrative personnel shall be paid in accordance with the City's Prevailing Wage and Minimum Wage law, DRMC Sections 20-76 and 20-82-20-84, as applicable.
- ii. Costs of reproduction, telegrams, facsimile transmissions, mobile phones, long distance telephone calls, telephone service at the Site, postage and express delivery charges, and reasonable petty cash expenses of the site office in connection with the Work.
- iii. With prior written approval of the SVP-GH, that portion of the reasonable travel and subsistence expenses of the Contractor's personnel incurred while traveling in discharge of duties connected with the Work.
- iv. With prior written approval of the SVP-GH, moving expenses related to relocation of the Contractor's supervisory personnel who are relocating solely for the purpose of working on Project.
- v. Reasonable data processing costs related to the work, including data line service, internet charges, software costs and licenses fees.
- vi. Equipment owned by the Contractor assigned to the Contractor's supervisory and administrative personnel including costs of fuel, oil, insurance, maintenance and minor and major repairs.

vii. Payment terms for the Contractor’s General Conditions will be mutually agreed upon by the City and Contractor and will be defined in Task Order.

**H.** General and Administrative expenses (the “G&A”) to be paid to the Contractor and included as part of the Maximum Contract Amount shall be **Two and One Half Percent (2.50%)** of the Cost of the Work plus GC for each Task Order.

**I.** The “Contractor’s Fee” (the “Fee”) to be paid to the Contractor and included as part of the Maximum Contract Amount for each Task Order shall be **Two and Three Quarters Percent (2.75%)** of the Cost of the Work plus GC and G&A.

**J.** For each Task Order, the City will pay and the Contractor will accept as it’s “Total Compensation” for properly completed Work:

$$\text{Cost of the Work} + \text{GC} + \text{G\&A} + \text{Fee} = \text{Total Compensation}$$

In no event will the City pay Total Compensation which exceeds the Task Order Amount as adjusted by subsequent Task Order Change Orders.

**K.** Contingency amounts shall be a percentage of the Cost of Work outlined in the Task Order. Each Task Order shall contain adequate contingency to ensure there are sufficient funds to pay for any unpredictable changes in the work outlined in the Task Order.

**L.** Anytime the Total Compensation shall be less than the Task Order, the resulting savings shall inure One Hundred Percent (100%) to the City. The Contractor shall distribute such savings to the City by Change Order that either reduces the Task Order or implements enhancements or additions to the Project requested by the City.

**ARTICLE V. VERIFIED STATEMENT OF CLAIMS**

Colorado Revised Statutes § 38-26-107 (“**C.R.S.**”) requires that, in the event any person or company files a verified statement of amounts due and unpaid in connection with a claim for labor and materials supplied on this project, the City shall withhold from payments to Contractor sufficient funds to insure the payment of any such claims. Should the City be made a party to any lawsuit to enforce such unpaid claims or any lawsuit arising out of or relating to such withheld funds, Contractor agrees to pay to the City its costs and a reasonable attorney’s fee incurred in any such lawsuit. Because the City Attorney Staff does not bill the City for legal services on an hourly basis, Contractor agrees a reasonable fee shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

**ARTICLE VI. DISPUTES**

All disputes arising under or related to this Contract shall be resolved by administrative hearing under the procedures described in Denver Revised Municipal Code Section 5-17 (“**D.R.M.C.**”) and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to Contractor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

## ARTICLE VII. INDEMNIFICATION

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

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

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

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

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

## ARTICLE VIII. WAIVER OF C.R.S. § 13-20-801, *et seq.*

Notwithstanding any other provision of this Contract, Contractor specifically waives all of the provisions of C.R.S. §§ 13-20-801 *et seq.* as they may relate to Contractor's performance under this Contract.

## ARTICLE IX. LIQUIDATED DAMAGES

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

payment due Contractor. Additional provisions relating to liquidated damages are set forth in the Construction Contract General Conditions and Special Conditions.

#### **ARTICLE X. INSURANCE REQUIREMENTS**

**A.** All Task Orders which are issued for Work on the Great Hall project the Contractor shall comply with the ROCIP insurance requirements set forth in Exhibit C attached hereto.

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

**C.** 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.

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

#### **ARTICLE XI. CONTRACT BINDING**

It is agreed that this Contract shall be binding on and inure to the benefit of the Parties hereto, their heirs, executors, administrators, assigns, and successors.

#### **ARTICLE XII. SEVERABILITY**

If any part, portion, or provision of this Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions, and provisions of this Contract shall remain in full force and effect.

#### **ARTICLE XIII. ASSIGNMENT**

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

#### **ARTICLE XIV. APPROPRIATIONS**

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

#### **ARTICLE XV. APPROVALS**

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

#### **ARTICLE XVI. JOINT VENTURE**

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

#### **ARTICLE XVII. NO DISCRIMINATION IN EMPLOYMENT**

In connection with the performance of Work under this Contract, Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

#### **ARTICLE XVIII. COORDINATION OF SERVICES**

**A.** The Contractor agrees to perform its Work under this Contract in accordance with the operational requirements of DEN, TSA and FAA, as set forth in each Task Order, and all work and movement of personnel or equipment on areas included within the DEN site shall be subject to the regulations and restrictions established by the City or its authorized agents.

**B.** The Contractor agrees to cooperate fully with the City and the Designer of Record in its performance of the Work in order to meet or exceed the City's time and budgetary objectives and limitations, while maintaining the City's longstanding commitment to quality, efficiency, value, innovation, partnering, responsiveness to agency and community needs and compliance with all applicable regulatory requirements in the construction of general public improvements.

**C.** The Contractor shall, as a continuing work item under this Agreement, facilitate communication and cooperation regarding its performance hereunder between the DEN, the SVP-GH, other City consultants and any affiliated entities. In addition, the Contractor shall coordinate its efforts under this Contract with all involved governmental and regulatory entities.

**ARTICLE XIX. COMPLIANCE WITH ALL LAWS AND REGULATIONS**

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

**ARTICLE XX. PROMPT PAYMENT**

**A.** Contractor is subject to D.R.M.C. § 20-112, which requires the Contractor is to pay its subcontractors in a timely fashion. Contractor’s payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of payment for the Work from City. Any late payments are subject to a late payment penalty as provided for in the prompt payment ordinance (D.R.M.C. §§ 20-107 through 20-118).

**B.** In accordance with D.R.M.C. § 20-109(e) and General Condition 909.1(H), Contractor agrees to waive prompt payment interest for any invoices which are not timely submitted and accepted by the City in their final, complete and responsive form. All invoices which are not submitted in their complete and responsive form within sixty (60) days of the completion of the Work shall be deemed untimely.

**ARTICLE XXI. OWNERSHIP AND DELIVERABLES.**

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Contract on or before the day of payment shall become the sole property of the City. Contractor, upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Contract. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Contract, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Contract. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Article within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

**ARTICLE XXII. COLORADO OPEN RECORDS ACT**

**A.** Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act (“**CORA**”), C.R.S. §§ 24-72-201 *et seq.*, and Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Contract notwithstanding, all materials, records, and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in the Colorado Open Records Act, and Contractor agrees

that any disclosure of information by the City consistent with the provisions of the Colorado Open Records Act shall result in no liability of the City.

**B.** In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate specified in Article V.

### **ARTICLE XXIII. EXAMINATION OF RECORDS**

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

**B.** Additionally, Contractor agrees until the expiration of three (3) years after the final payment under this Contract, any duly authorized representative of the City, including the CEO or his or her representative, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Contract, including communications or correspondence related to Consultant's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

**C.** In the event the City receives federal funds, which the City shall disclose to the Contractor, to be used toward the services performed under this Contract, the Federal Aviation

Administration (“FAA”), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

#### **ARTICLE XXIV. PREVAILING WAGE REQUIREMENTS**

**A.** Contractor shall comply with, and agrees to be bound by, all requirements, conditions and determinations of the City regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City-owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered which were January 1, 2020.

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

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

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

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

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

#### **ARTICLE XXV. MINIMUM WAGE REQUIREMENTS**

To the extent required by law, Contractor shall comply with and agrees to be bound by all requirements, conditions, and City determinations regarding the City’s Minimum Wage Ordinance, D.R.M.C. §§ 20-82 through 20-84, including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the

City's Minimum Wage Ordinance. By executing this Contract, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Contract, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

#### **ARTICLE XXVI. COMPLIANCE WITH MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS**

This Contract is subject to all applicable provisions of D.R.M.C. Chapter 28 (“**M/WBE Ordinance**”). In accordance with the requirements of the M/WBE Ordinance, Contractor is committed to, at a minimum, meet the participation goal of eighteen percent (18%), established for this Project utilizing properly certified M/WBE subcontractors and suppliers as more fully set forth in Exhibit J. Without limiting the general applicability of the foregoing, Contractor acknowledges its continuing duty, pursuant to D.R.M.C. §§ 28-72, 28-73 and 28-75 and the M/WBE Program, to meet and maintain throughout the duration of this Contract its participation and compliance commitments and to ensure that all Subcontractors subject to the M/WBE Ordinance or the M/WBE Program also maintain such commitments and compliance. Failure to comply with these requirements may result, at the discretion of the Director of the Division of Small Business Opportunity (“DSBO”), in the imposition of sanctions against Contractor in accordance with D.R.M.C. § 28-77. Nothing contained in this Article or in the M/WBE Ordinance shall negate the City's right to prior approval of Subcontractors, or substitutes therefore, under this Contract.

#### **ARTICLE XXVII. SENSITIVE SECURITY INFORMATION**

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

#### **ARTICLE XXVIII. DEN SECURITY**

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

**B.** Contractor is responsible for compliance with Airport Security regulations and FAR Parts 1542 (Airport Security) and 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.

## **ARTICLE XXIX. WORKFORCE PROGRAM**

The Contractor is committed to implementing a Workforce Program as part of the Great Hall project. The Contractor's approach and commitments to developing and implementing a Workforce Program are included as **Exhibit I**.

## **ARTICLE XXX. FEDERAL RIGHTS**

**A.** This Contract is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future contracts between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System.

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

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

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

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

#### **ARTICLE XXXI. CITY EXECUTION OF CONTRACT**

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

#### **ARTICLE XXXII. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**

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

**[END OF PAGE]**

**Contract Control Number:** PLANE-202053359-00  
**Contractor Name:** HENSEL PHELPS CONSTRUCTION CO

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-202053359-00  
HENSEL PHELPS CONSTRUCTION CO

By:  \_\_\_\_\_  
4B8F42AA62C7418...

Name: Allan Bliesmer  
(please print)

Title: vice president / District Manager  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

# Exhibit A

FEDERAL APPENDICES

Great Hall Project

Hensel Phelps

**CONTRACT NUMBER: 202053359-00**

**City and County of Denver**  
**Denver International Airport**  
Department of Aviation

**APPENDIX A**

**GENERAL CIVIL RIGHTS PROVISIONS**

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

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

## APPENDIX B

### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

The term "sponsor" shall mean the "City."

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

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex 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 Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, 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 Agreement and the Acts and Regulations relative to nondiscrimination 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, Regulations or 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 (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, 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 nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under this Agreement until the Contractor complies, and/or;
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and

leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, 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 such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX C**

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED  
UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

As used below, the term “sponsor” will mean City.

Contractor, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of consideration hereof, does hereby covenant and agree, as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities, as may be amended from time to time, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, sponsor will have the right to terminate this Agreement, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

**APPENDIX D**

**STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN  
CONSTRUCTION, USE, OR ACCESS TO FACILITIES**

As used below, the term “sponsor” will mean City.

- A. Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
  
- B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

## APPENDIX E

### TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

The term "sponsor" will mean City.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination 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);
- 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;
- 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 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 1 00-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority

populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S. C. 1681 et seq).

**APPENDIX F**

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

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

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

**APPENDIX G**

**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. The 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 B

EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

Great Hall Project

Hensel Phelps

**CONTRACT NUMBER: 202053359-00**

**City and County of Denver**  
**Denver International Airport**  
Department of Aviation

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

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

APPROVED FOR LEGALITY:

APPROVED AND ADOPTED:

/s/\_\_\_\_\_  
Attorney for the City and  
County of Denver

/s/\_\_\_\_\_  
Manager of Public Works

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

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

**RULES AND REGULATIONS**  
**REGARDING**  
**EQUAL EMPLOYMENT OPPORTUNITY**

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

**RULE I**  
**DEFINITIONS**

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

**RULE 11**  
**NOTICE OF HEARING**

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

**RULE III**  
**HEARING**

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

**REGULATIONS**

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

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

**REGULATION NO. 3. DIRECTOR OF CONTRACT COMPLIANCE:** The Director of the Mayor's Office of Contract Compliance shall perform the duties assigned to such official by Article III, Division 2 of Chapter 28 of the Revised Municipal Code and by the Manager. (1) The Director of the Mayor's Office of Contract Compliance or designated representatives shall inform bidders and contractors of affirmative action procedures, programs, and goals in accordance with the ordinance at pre-bid and pre-construction conference; (2) make regular on-site inspections; (3) supply contractors and subcontractors with report forms to be completed by

them when requested, and furnished to the Director of the Mayor's Office of Contract Compliance; and (4) review payroll records, employment records and practices of general contractors and their subcontractors and suppliers during the performance of any contract. The Director of the Mayor's Office of Contract Compliance shall promptly report apparent affirmative action deficiencies to the Manager.

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

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

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

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

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

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

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

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

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

All amendments to the appendices shall be included by reference.

**REGULATION NO. 11. SHOW CAUSE NOTICES:** When the Manager has reasonable cause to believe that a contractor has violated Article III, Division 2 of Chapter 28 of the Revised Municipal Code, he may issue a notice requiring the contractor to show cause, within fifteen

days why enforcement procedures, or other appropriate action to insure compliance, should not be instituted.

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

**1. APPENDIX E:**

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

**2. APPENDIX F:**

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

**APPENDIX A**

**CITY AND COUNTY OF DENVER EQUAL OPPORTUNITY CLAUSE-ALL CONTRACTS**

1. The contractor will not discriminate against any employee or applicant for employment because of race creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, national origin, religion, marital status, political opinion or affiliation, or mental or physical handicap.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Each contractor will comply with all provisions of Article III, Division 2, Chapter 28 of the Revised Municipal Code, and the rules, regulations, and relevant orders of the Manager and Director.
5. The contractor will furnish all information and reports required by Article III, Division 2, Chapter 28 of the Revised Municipal Code, and by rules, regulations and orders of

the Manager and Director or pursuant thereto, and will permit access to his books, records, and accounts by the Manager, Director or their designee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further City contracts in accordance with procedures authorized in Article III, Division 2, Chapter 28 of the Revised Municipal Code, or by rules, regulations, or order of the Manager.

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

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

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

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

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

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

**NOTICE**

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

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

MICHAEL D. MUSGRAVE  
Manager of Public Works  
City and County of Denver

**A. REQUIREMENTS --AN AFFIRMATIVE ACTION PLAN:**

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

**1. GOALS AND TIMETABLES:**

The goals and timetables for minority<sup>1</sup> and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade are as follows:

**GOALS FOR MINORITY PARTICIPATION  
FOR EACH TRADE**

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

**GOALS FOR FEMALE PARTICIPATION  
FOR EACH TRADE**

From January 1, 1982  
to 6.9%  
Until Further Notice

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

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

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

**2. SPECIFIC AFFIRMATIVE ACTION STEPS:**

No contractor shall be found to be in noncompliance solely on account of its failure to meet its goals, but will be given an opportunity to demonstrate that the contractor has

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

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

- a. The contractor should have notified minority and female organizations when employment opportunities were available and should have maintained records of the organization's response.
- b. The contractor should have maintained a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, the reasons. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred, not employed by the contractor, the file should have documented this and their reasons.
- c. The contractor should have promptly notified the Department of Public Works, and Mayor's Office of Contract Compliance when the union or unions with which the contractor has collective bargaining agreements did not refer to the contractor a minority or female sent by the contractor, or when the contractor has other information that the union referral process has impeded efforts to meet its goals.
- d. The contractor should have disseminated its EEO policy within its organization by including it in any employee handbook or policy manual; by publicizing it in company newspapers and annual reports and by advertising such policy at reasonable intervals in union publications. The EEO policy should be further disseminated by conducting staff meetings to explain and discuss the policy; by posting of the policy; and by review of the policy with minority and female employees.
- e. The contractor should have disseminated its EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.
- f. The contractor should have made both specific and reasonably recurrent written and oral recruitment efforts. Such efforts should have been directed at minority and female organizations, schools with substantial minority and female enrollment, and minority and female recruitment and training organizations within the contractor's recruitment area.
- g. The contractor should have evidence available for inspection that all tests and other selection techniques used to select from among candidates for hire, transfer, promotion, training, or retention are being used in a manner that does not violate the OFCCP Testing Guidelines in 41 CFR Part 60-3.
- h. The contractor should have made sure that seniority practices and job classifications do not have a discriminatory effect.

- i. The contractor should have made certain that all facilities are not segregated by race.
- j. The contractor should have continually monitored all personnel activities to ensure that its EEO policy was being carried out including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.
- k. The contractor should have solicited bids for subcontracts from available minority and female subcontractors engaged in the trades covered by these Bid conditions, including circulation of minority and female contractor associations.

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

3. **NON-DISCRIMINATION:**

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

4. **COMPLIANCE AND ENFORCEMENT:**

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

A. **Contractors Subject to these Bid Conditions:**

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

- 1. Where the Office of Contract Compliance finds that a contractor failed to comply with the requirements of Article 111, Division 2, Chapter 28 of the Revised Municipal Code or the implementing regulations and the obligations under these Bid Conditions, and so informs the Manager, the Manager shall take such action and impose such sanctions, which include suspension, termination, cancellation, and debarment, as may be appropriate under the Ordinance and its regulations. When the Manager proceeds with such formal action it has the burden of proving that the contractor has not met the goals contained in these Bid Conditions. The

contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of these Bid Conditions.

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

**B. Obligations Applicable to Contractors:**

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

**C. General Requirements**

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

1. Contractors hereby agree to refrain from entering into any contract or contract modification subject to Article 111, Division 2, Chapter 28 of the

Revised Municipal Code with a contractor debarred from, or who is determined not to be a "responsive" bidder for the City and County of Denver contracts pursuant to the Ordinance.

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

# Exhibit C

ROCIP INSURANCE MANUAL

Great Hall Project

Hensel Phelps

**CONTRACT NUMBER: 202053359-00**

**City and County of Denver**  
**Denver International Airport**  
Department of Aviation

## EXHIBIT C

### CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION OWNER CONTROLLED INSURANCE PROGRAM (OCIP/ROCIP) PROJECT

#### 1. General Information

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

##### 1.2 ROCIP Manuals

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

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Safety Manual](#)

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

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

##### 2.1 Certificate Holder

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

##### 2.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

- ACORD FORM (or equivalent) must be emailed in pdf format to: [contractadmininvoices@flydenver.com](mailto:contractadmininvoices@flydenver.com)
- HARD COPIES of certificates and/or copies of insurance policies will not be accepted.
- ACORD FORM (or equivalent) must reference the DEN assigned Contract Number.

##### 2.3 Coverage and Limits

###### 2.3.1 Commercial General Liability

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

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

2.3.1.2 Coverage shall include Mobile Equipment Liability.

### 2.3.2 Business Automobile Liability

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

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

2.3.2.2 If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.

2.3.2.3 The policy must not contain an exclusion related to operations on airport premises.

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

2.3.2.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.

2.3.2.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

### 2.3.3 Workers' Compensation and Employer's Liability Insurance

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

2.3.3.1 If Contractor is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act.

### 2.3.4 Professional Liability (Errors and Omissions) Insurance

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

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

### 2.3.5 Contractor's Pollution Legal Liability

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

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

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

- 2.3.6 Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber):  
If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing.

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

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

- 2.3.7 Unmanned Aerial Vehicle (UAV) Liability

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

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

2.3.8 Excess/Umbrella Liability

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

2.4 Reference to Project and/or Contract

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

2.5 Additional Insured

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

2.6 Waiver of Subrogation

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

2.7 Notice of Material Change, Cancellation or Nonrenewal

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

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

2.8 Additional Provisions

- 2.8.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the Contractor.

- 2.8.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
- 2.8.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included.
- 2.8.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
- 2.8.5 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 2.8.6 All policies shall be written on an occurrence form when available. If an occurrence form is unavailable, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 2.8.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 2.8.8 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 a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 2.8.9 The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
- 2.8.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate 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 herein.
- 2.8.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 2.8.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.

### **3. Insurance Requirements for ROCIP Enrolled Contractors and Subcontractors**

#### **3.1 Insurance Provided by the DEN ROCIP**

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

### 3.2 Enrollment Required

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

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

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

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

### 3.4 Insurance Premiums

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

### 3.5 Off Site Operations Coverage Under ROCIP

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

### 3.6 DEN ROCIP Insurance Manual

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

### 3.7 Conflicts

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

3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

3.8.1 Insurance Provided by DEN

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

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

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

3.8.1.2 Commercial General Liability – On Site Only

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

Coverage	Limit
Annual General Aggregate (Per Project and Reinstates Annually)	\$4,000,000
Products/Completed Operations Aggregate (Per Project and Statute of Repose)	\$4,000,000
Total Products/Completed Operations Aggregate (Statute of Repose)	\$8,000,000
Personal / Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Legal Liability (any one fire)	\$ 300,000
Medical Payments (any one person)	\$ 10,000

3.8.1.3 Excess Liability Insurance

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

Coverage	Limit

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

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

#### 3.8.1.4 Contractor's Pollution Liability

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

#### 3.8.1.5 Builder's Risk Insurance

DEN shall maintain, Builder's Risk (and/or Installation Floater) in the amount of \$500,000,000 per occurrence subject to various sublimits (as defined in the Builders' Risk Policy). Such insurance shall end when the first of the following occurs: 1) DEN's interest in the Work ceases; 2) the policy expires or is cancelled; or 3) the Work is accepted by DEN.

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

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

DEN and Contractor shall waive all rights against (1) each other and any of their subcontractors of any tier, and all respective agents and employees, and (2) the architect, architect's consultants, separate contractors, if any, and any of their subcontractors of any tier, and all respective agents and employees, for damages caused by fire or other causes of loss to the extent covered by Builder's Risk Insurance obtained pursuant to this Section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by DEN as fiduciary. DEN or Contractor, as appropriate, shall require of the architect, architect's consultants, separate contractors, and their subcontractors of any tier, and all respective agents and employees, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or

otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

3.8.2 Claim Chargeback

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

3.9 Other Insurance Provided By Enrolled Parties

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

3.9.1 Certificate Holder

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

and

CITY AND COUNTY OF DENVER  
Department of Aviation  
c/o Arthur J. Gallagher RMS, Inc.  
12444 Powerscourt Drive  
St. Louis, MO 63131  
Attn: Gallagher OCIP Group

3.9.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

- ACORD FORM (or equivalent) must be emailed in pdf format to:  
contractadmininvoices@flydenver.com  
and heather\_lawson@ajg.com
- HARD COPIES of certificates and/or copies of insurance policies will not be accepted.
- ACORD FORM (or equivalent) must reference the DEN assigned Contract Number.

3.9.3 Commercial General Liability – Off Site Only

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations for Contract operations not physically occurring within the Project Site in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 policy and project/location aggregate.

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

### 3.9.4 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.

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

3.9.4.2 If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.

3.9.4.3 The policy must not contain an exclusion related to operations on airport premises.

3.9.4.4 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on its policy.

3.9.4.5 If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.

3.9.4.6 If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

### 3.9.5 Workers' Compensation and Employer's Liability Insurance – Off Site Only

Coverage to protect Contractor/Subcontractor from and against all claims arising from performance of Work outside the Project Site under the Contract.

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

3.9.5.1 If Contractor is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act.

### 3.9.6 Professional Liability (Errors and Omissions) Insurance

Contractor shall maintain a minimum limit of \$1,000,000 each claim and policy aggregate, providing coverage for applicable services outlined in the Work.

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

Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing.

3.9.7.1 Coverage shall include professional misconduct or lack of ordinary skill for those positions defined in the Work of this Agreement.

3.9.7.2 Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or

cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

3.9.8 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.

3.9.9 Reference to Project and/or Contract

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

3.9.10 Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber) and Professional Liability) 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.

3.9.11 Waiver of Subrogation

For all coverages required under this Agreement, 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.

3.9.12 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 coverage from the requirements herein before the expiration date thereof.

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

3.9.13 Additional Provisions

- 3.9.13.1 Deductibles, SIRS, or any other type of retention are the sole responsibility of the policyholder.
- 3.9.13.2 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.
- 3.9.13.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included.
- 3.9.13.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.
- 3.9.13.5 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 3.9.13.6 All policies shall be written on an occurrence form. If an occurrence form is unavailable, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 3.9.13.7 Contractor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 3.9.13.8 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 a person authorized by the insurer to bind coverage on its behalf and must be submitted to DEN at the time Contractor signed this Agreement.
- 3.9.13.9 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.
- 3.9.13.10 Certificate of Insurance and Related Endorsements: DEN's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of DEN's rights or remedies under this Agreement. DEN's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate 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 herein.
- 3.9.13.11 DEN shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit DEN may elect to undertake including provision of certified copies of insurance policies upon request.
- 3.9.13.12 No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.

#### **4. Contractor Warranties and Agreements**

##### **4.1 Accuracy of Contractor-provided Information**

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

##### **4.2 Contractor Responsible to Review Coverage**

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

##### **4.3 Audit**

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

##### **4.4 Insurance Costs Removed**

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

#### **5. Contractor Obligations**

##### **5.1 ROCIP Documents Shall be Provided to Subcontractor**

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

##### **5.2 Timely Enrollment Required**

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

##### **5.3 Compliance with Conditions**

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

5.4 Claims Cooperation

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

5.5 Monthly Payroll Submission

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

5.6 Response to Information Requests

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

5.7 Responsibility for Safety

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

5.8 Duty of Care

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

## 6. Notices and Costs

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

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

### 6.2 Contractors Responsible for Own Equipment

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

### 6.3 No Release; No Waiver of Immunity

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

### 6.4 DEN Right to Withhold Payments

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

### 6.5 DEN Remedies

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

terminate this Contract for cause.

6.6 Off Site Storage

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

6.7 Partial Occupancy

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

6.8 DEN Right to Exclude Parties from the DEN ROCIP

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

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

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

7. Definitions

- Certificate of Insurance: A document providing evidence of coverage for a particular insurance policy or policies. This will include certificates issued to Enrolled Parties evidencing the coverage afforded under the DEN ROCIP and certificates issued to DEN evidencing additional coverage “Provided by Enrolled Parties”
- DEN: City and County of Denver and Denver International Airport
- Contract: The written agreement between DEN and Contractor describing the Work, contract terms and conditions, or a portion thereof; also includes a written agreement between a Contractor and any subcontractor as well as between subcontractors and their subcontractors of any tier.

- Contractor Insurance Cost: The costs of ROCIP coverage are defined as the amount of Contractor’s and eligible Subcontractors’ of every tier reduction in insurance costs due to participation in the DEN ROCIP.
- Rolling Owner Controlled Insurance Program (ROCIP): A coordinated insurance program providing certain coverage, as defined herein, for DEN, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.
- Eligible Employees: Employees of the Contractor and Enrolled Subcontractors who are not excluded from the ROCIP under the “Excluded Parties” definition.
- Enrolled Parties: The Contractor and those subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance.
- Excluded Parties: Parties not covered by the ROCIP because of ineligibility or DEN explicit exclusion. No insurance coverage provided by DEN under the ROCIP shall extend to the activities or products of the following:
- Any person or organization that fabricates or manufactures products, materials or supplies away from a Project Site with no direct onsite installation responsibility
- Exception: The ROCIP Insurer may agree to extend General Liability coverage only if the Lead Contractor has a written contract with the off-site fabricator or manufacturer to provide the pre- fabricated product. To consider extending coverage, the Insurer requires 30 days advance written notice to the ROCIP Administrator with details of the work/product and a copy of the contract between the Lead Contractor and the off-site fabricator or manufacturer. Approval must be obtained from the Insurer before enrolling in the ROCIP for General Liability coverage only.
- Hazardous materials remediation, removal, or transportation companies and their consultants
  - Architects, engineers, surveyors and their consultants
  - Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from a Project Site
  - Contractors, subcontractors and subconsultants who do not work at a Project Site
  - Employees of an Enrolled Party who either (i) do not work on-site or (ii) occasionally visit a Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason
  - Day labor employees (individuals working directly for the

Contractor and not procured through a third party

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

- Insured:  
(liability policies) DEN, Contractor and Enrolled Parties and their Eligible Employees and any other party named in the insurance policies.
- Insurers: Those insurance companies providing the DEN ROCIP coverage. The insurers will be identified on the issued Certificate of Insurance and in the DEN ROCIP Insurance Manual.
- Net Bid: Contractor bids with insurance costs removed because of the obligation of any Enrolled Party to delete insurance costs for coverage provided by the ROCIP from its bid and all change orders. Net bids are subject to verification by the Administrator through the providing of contractors' rate and declaration pages from their Insurance policies.
- ROCIP Administrator: The DEN ROCIP Administrator will be identified in the DEN ROCIP Insurance Manual.
- ROCIP Insurance Manual: A reference document provided to Contractor and subcontractors of all tiers, which summarizes the terms and provisions of the DEN ROCIP and provides information about requirements and compliance.
- ROCIP Safety Manual: A reference document provided to Contractor and subcontractors of all tiers which contains workplace safety requirements of all Enrolled Parties.
- Off Site Work: Work performed away from the Project Site.
- Payroll: For purposes of the ROCIP only, refers to Unburdened Straight Time Payroll per Workers Compensation Class Code.
- Policy Owner: City and County of Denver and Denver International Airport
- Project: The Project as defined in the contract documents and as described in the Declarations of the DEN ROCIP insurance policies.



**Project Site:** Means those areas designated in writing by DEN in a Contract document for performance of the Work and such additional areas as may be designated in writing by DEN for Contractors' use in performance of the Work. Subject to the ROCIP Insurer(s) written approval, the term "Project Site" shall also include: (1) field office sites, (2) property used for bonded storage of material for the Project approved by DEN, staging areas dedicated to the Project, and (4) areas where activities incidental to the Project are being performed by Contractor or subcontractors covered by the DEN ROCIP Worker's Compensation policy (if included), but excluding any permanent locations of any Enrolled Party.

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

**Subcontract:** The written agreement between Contractor and subcontractor, or between subcontractor and a lower tier subcontractor, describing the Work, subcontract terms and conditions, or a portion thereof.

**Subcontractor:** Includes those persons, firms, joint venture entities, corporations, or other parties that enter into a Subcontract with Contractor to perform Work at the Project Site and any of these subcontractor's lower-tier subcontractors.

**Work:** Operations, as fully described in the Contract and Subcontract, performed at the Project Site.



**DEN**

ROLLING OWNER CONTROLLED  
INSURANCE PROGRAM (ROCIP)

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# ROCIP III Claims Guide

Version 1  
Issued Dec 2019

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# 1. KEY CLAIM CONTACTS and GENERAL PROCEDURES

## 1.1 Key Claim Contacts

Claims Management is handled by the ROCIP Administrator, Arthur J. Gallagher Risk Management Services, Inc. (Gallagher). Below are the key claims personnel that manage the DEN ROCIP claims.



Arthur J. Gallagher & Co.

PRIMARY	Kendall Trump, CIC, ARM-e Claim Consultant 303.889.2570 <a href="mailto:Kendall_trump@ajg.com">Kendall_trump@ajg.com</a>
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BACKUP	Steven Ballard, CPCU, SCLA Area Vice President – Claims 214.365.7925 <a href="mailto:Steve_ballard@jag.com">Steve_ballard@jag.com</a>
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## 1.2 Incident and Accident Reporting Overview

Even with a robust safety program in place accidents can occur on a project site due to human factors, equipment failures, acts of nature, etc. To be as prepared as possible to handle these events promptly and keep the safety of all workers as our top priority, we have developed detailed claim reporting procedures to assist you if something does go wrong on your site with your workers.

Remember:

- All incidents and accidents resulting in employee injury, property damage or involving the public must be reported immediately to the Lead Contractor.
- Lead Contractor must report all incidents and accidents to DEN Safety and DEN Project Management within 24 hours.
- Never discuss any incident, accident or claim with anyone except employees from Gallagher and DEN, the ROCIP Insurer(s), appointed legal counsel, or law enforcement agencies.
- Do not make statements to media. All media inquiries should be directed to DEN.
- Do not voluntarily admit liability or responsibility.
- Cooperate with DEN, Gallagher, and Insurers in any investigation or requests for information.

**EVENTS INVOLVING BODILY INJURY TO NON-EMPLOYEES, FATALITY OR EXTENSIVE PROPERTY DAMAGE MUST BE IMMEDIATELY REPORTED TO:**

- DEN 303.342.4211
- GALLAGHER 303.773.9999

### 1.3 Investigation Assistance

All parties will assist in the investigation of any incident, accident or occurrence involving injury to persons or property. All Contractors will cooperate with the Insurers and their representatives involved in adjusting any claim by securing and giving evidence and obtaining the participation and attendance of witnesses required for the investigation and defense of any claim or suit.

**INVESTIGATION ASSISTANCE AND COOPERATION IS REQUIRED FROM ALL CONTRACTORS**  
This includes accidents and losses that are not covered under ROCIP such as automobile accidents

### 1.4 Joint Representation

In the event legal representation is required to defend parties insured under the DEN ROCIP, absent an actual conflict of interest between two or more insureds, the Insurer shall have the right to retain one counsel to represent all such insureds in any action or proceeding in which more than one insured is joined.

### 1.5 Claim Settlements

All claims will be managed by Gallagher and the Insurer in collaboration with the Lead Contractor, DEN Risk, and DEN Project Management. Any final claim settlement amount will require a signed Proof of Loss Sworn Statement and Release from the Lead Contractor on behalf of itself and any involved subcontractor. The claim payment will be issued from DEN to the Lead Contractor less any applied Claim Charge Back. The Lead Contractor is responsible for any claim payment to involved subcontractors.

### 1.6 Claim Charge Backs

If a Claim Charge Back applies to a given claim, that amount will be deducted by DEN from the final settlement amount to be distributed to the Lead Contractor. If a subcontractor entity was responsible for the loss the Lead Contractor may require that entity to reimburse it for the incurred Claim Charge Back, but in no event more than \$5,000 each claim.

See the ROCIP Insurance Manual for more details on Claim Charge Backs.

### 1.7 Where to Find this Claims Guide

You should have received the Claims Guide as part of the ROCIP Insurance Manual during the bid process, again as part of your contractual agreement either with DEN or a Lead Contractor and a final time upon successful completion of Project enrollment.

Additionally, you will be able to access the Claims Guide 24/7 via the Contractor Online Portal under the Documents Section for each Contract/Project you are enrolled in.



## 2. WORKERS' COMPENSATION CLAIMS

### 2.1 DEN Responsibilities

#### 2.1.1 Emergency Medical Response

DEN will arrange for on-site 911 emergency ambulance services for response to any serious, traumatic, or life-threatening injuries.

#### 2.1.2 Designated Medical Providers

DEN, through its Insurer, will arrange designated medical providers for treatment of all minor and non-life-threatening injuries. A list of approved providers is detailed on the Workers' Compensation Information and Designated Medical Provider Form (CO Form WC50).



See Section 7.9 for the Workers' Compensation Information and Designated Medical Provider Form

### 2.2 Contractor Responsibilities

#### 2.2.1 Immediate Medical Care

The main responsibility is first to see that any injured worker receives medical care.

#### 2.2.2 Designated Medical Providers

- a. Contractor shall provide injured workers with the Workers' Compensation Information and Designated Medical Provider Form (CO Form WC50) (See Section 7.9). This document includes a list of the approved medical providers and requires the injured worker to indicate their choice, sign, date and return the completed form to their employer.
- b. *If the injured worker is away from their usual place of employment* at the time of the injury, the injured worker may be referred to a physician in the vicinity where the injury occurred to provide necessary care. Within seven (7) business days following the date the Contractor received notice of the injury the Contractor shall comply with the provisions of the above Section 2.2.2.a.
- c. *In emergency situations*, injured workers shall be taken to any physician or medical facility that is able to provide the necessary care. When emergency care is no longer required the Contractor shall comply with the provisions of the above Section 2.2.2.a.
- d. The injured worker or employer must complete the DEN ROCIP Medical Care Authorization Form (See Section 7.10) upon arrival at designated medical provider location.

### 2.2.3 Role of Contractor Safety Representative

Enrolled Contractors must designate a Contractor Safety Representative at the Project Site. This individual is responsible for:

- Taking injured employees to an approved medical provider or emergency room, if warranted
- Obtaining the completed and signed Workers' Compensation Information and Designated Medical Provider Form (CO Form WC50) from the injured worker



See Section 7.8 for Workers' Compensation Information and Designated Medical Provider Form

- Completion of the First Report of Injury form



See Section 7.7 for Workers' Compensation First Report of Injury

- Reporting the claim to the Insurer and the Lead Contractor
- Completion of the Workers' Compensation Medical Care Requisition and Authorization Form to be provided to the approved medical provider if the injured worker needs medical treatment and/or drug screening following an incident



See Section 7.9 for Workers' Compensation Medical Care Requisition and Authorization Form

- Remaining with the injured employee at the medical center while such employee is being treated
- Obtaining a written description of whether or not the injured employee can return to work, a list of restrictions (if any), and the estimated length of time such employee can stay on modified duty from the treating physician
- Recording the incident even if the worker declines to receive medical treatment

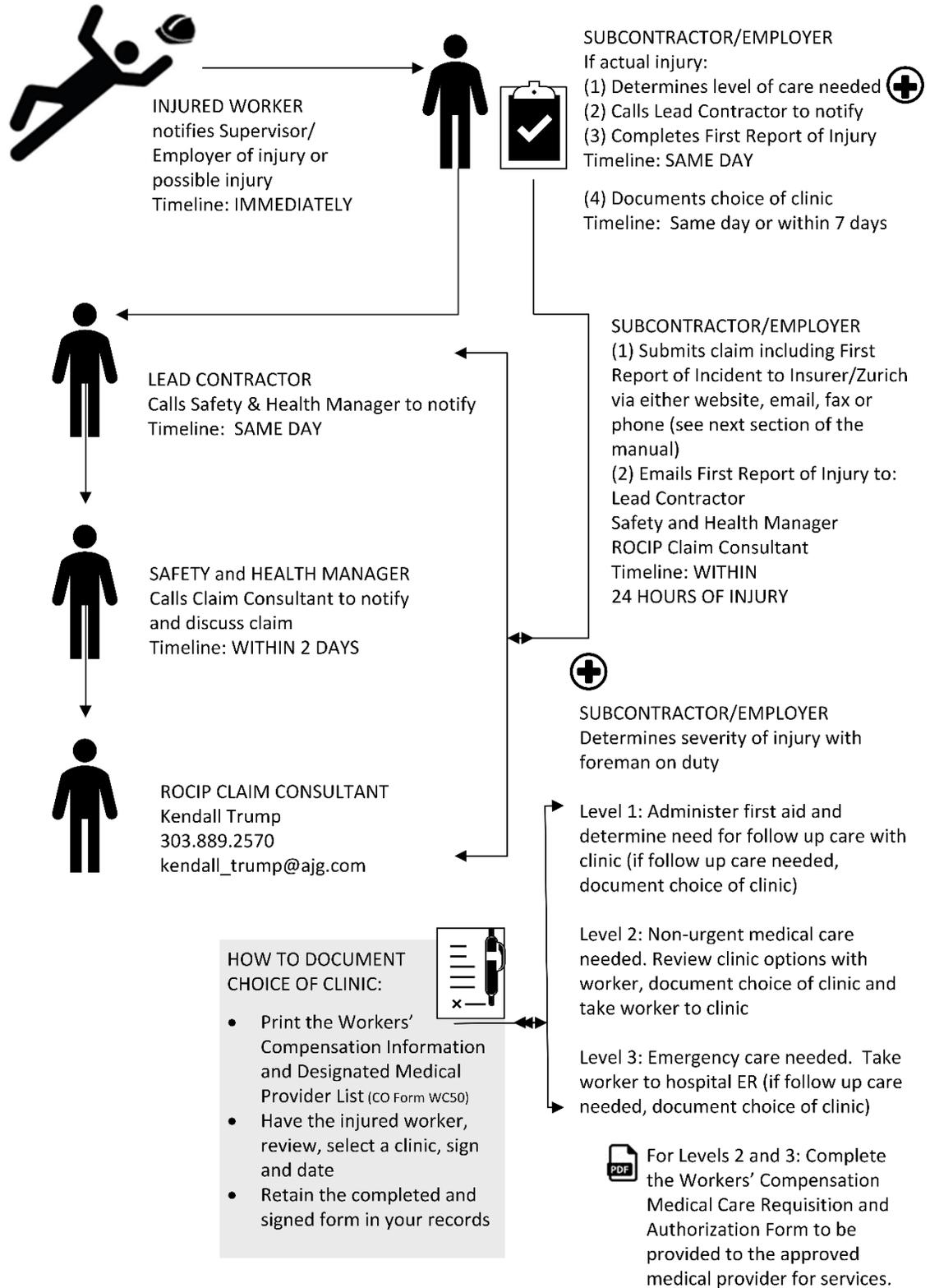
### 2.2.4 Role of Lead Contractor

Each Lead Contractor, and higher tier subcontractor, is expected to monitor the reporting of on the job injuries to ensure:

- immediate medical care is offered and provided
- medical care is provided by an approved facility
- timely reporting of the claim to the Insurer
- return to work options are thoroughly evaluated

### 2.3 Workers' Compensation Claims Process

Following is the general process to address an on the job injury or possible injury:



**Provide the PROJECT NAME, PROJECT NUMBER, and your project-specific WORK COMP POLICY NUMBER on all claim documents**

Additionally, please be mindful of the following:

- Do not comment on coverage for an injury, insurance will make the final determination
- If a worker wishes to change their medical provider, they may do this one time. See Section 2.5 for more information.
- Report concerns regarding the claim, medical treatment or malingering to the Safety & Health Manager. The Safety & Health Manager will contact the ROCIP Claim Consultant to discuss concerns.

## 2.4 How to Report a Workers' Compensation Claim

Claims may be reported to the Insurer in several ways:

Website   
[www.zurichna.com](http://www.zurichna.com)  
**PREFERRED METHOD**

Email   
[USZ.ROCIP3claims@Zurichna.com](mailto:USZ.ROCIP3claims@Zurichna.com)

Fax   
 877.962.2567

Phone   
 800.987.3373  
**PREFERRED METHOD**

### 2.4.1 Website Reporting Instructions

- 1) Complete the First Report of Injury (Workers' Compensation First Report of Injury) to have the information captured and ready to enter.



See Section 7.7 for Workers' Compensation First Report of Injury

- 2) Go to the above Zurich website.
- 3) Select "Claims" in the top menu.
- 4) Click "Report a New Claim" or "File a claim online".
- 5) Click "Workers Compensation" and provide detailed loss information to expedite the claim handling process. Supporting files, documentation and images can be attached at the bottom of the form. Once the claim has been submitted and assigned, a confirmation will be sent to the email provided.

### 24 HOURS

First Report of Injury must be submitted within 24 hours of the event

### YOU WILL NEED

- Employer Entity Name (Insured)
- Project Number
- Your Project-Specific Work Comp Policy Number

You will receive a separate Work Comp Policy Number for EACH PROJECT. Be sure to use the correct one!



### Examples of Incorrect Policy Numbers Used:

- Policy Number from another DEN Project you are working on
- Policy Number for your company's regular Work Comp

### 2.4.2 Email Reporting Instructions

- 1) Complete the First Report of Injury (Workers’ Compensation Email and Telephone Reporting Worksheet).



See Section 7.7 for Workers’ Compensation First Report of Injury

- 2) Email report to [USZ.ROCIP3claims@Zurichna.com](mailto:USZ.ROCIP3claims@Zurichna.com), noting the below restrictions:
  - Do not include photos, color graphics or shaded attachments
  - Do not include digitized logos, hyperlinks or other unstable formatting
  - Do not use the Colorado First Report of Injury form from the Colorado State website as it does not include fields for Location Code and Policy# that are needed for a ROCIP claim

### 2.4.3 Claim Documents including Medical Bills

Subsequent to submitting the First Report of Injury, submit all additional claim documents including medical bills in one of the following ways:

**REMEMBER:**  
Always include your Claim No. with any submitted documents.

By Email: [usz.zurich.claims.documents@zurichna.com](mailto:usz.zurich.claims.documents@zurichna.com)

By Mail or Fax: Zurich North America – Claims  
PO Box 66941  
Chicago, IL 60666  
Fax: 847.240.8172

Inquires: Contact the assigned claims adjuster

### 2.4.4 Help

For questions or assistance reporting a claim please contact Gallagher or Zurich’s Customer Care Center.

To find an assigned claim number if misplaced, call the Zurich Medical Provider Helpline at 719.590.8719.

#### FOR ASSISTANCE



Kendall Trump at Gallagher  
303.889.2570  
[Kendall\\_trump@ajg.com](mailto:Kendall_trump@ajg.com)

Zurich Customer Care  
800.987.3373  
[Usz\\_CareCenter@Zurichna.com](mailto:Usz_CareCenter@Zurichna.com)

## 2.5 One-Time Change of Medical Provider

Contractor/Employer will generally select medical providers under Workers’ Compensation as approved by the Insurer, although injured workers do have the option to change their authorized treating physician a single time. This change must be requested within ninety (90) days following the date of injury, but before reaching maximum medical improvement (MMI). The new physician must still be on the approved list of providers.

To make this change, the injured worker must complete and sign the “Notice of One-Time Change of Physician & Authorization for Release of Medical Information” form required by the State of Colorado



See Section 7.5 for Notice of One-Time Change of Physician & Authorization for Release of Medical Information form.

## 2.6 Return to Work Program

Each Contractor must have a Return to Work Program (also referred to as “transitional duty”, “light duty”, or “modified duty”) for any injured employee who is released by a medical doctor to return-to-work with restrictions, or for modified or alternative work. Restricted Duty shall be an assignment provided to an employee who, because of a job-related injury or illness, is physically or mentally unable to perform all or any part of his/her normal assignment during all or any part of the normal workday or shift for a minimum duration of 90 days. Each employer offering transitional duty to an injured worker shall comply with Rule 6 of the Colorado Workers’ Compensation Act.

- If an employee has questions about medical treatment for a job-related injury, they must contact their employer.
- Contractor employees are expected to return to work as soon as possible after a job-related injury or illness has occurred. All possible opportunities must be considered to return the employee to work.
- When an injured employee returns to work, all physical and mental limitations must be evaluated to avoid further injury.
- Safety of other employees working with the injured individual must be considered
- The program safety manager, claims coordinator, and the insurance carrier will evaluate all injuries and illnesses on case-by-case basis.

### 2.6.1 Requirements and Limitations for an Injured Employee Returning to Work

- Employee’s treating physician has determined the physical restrictions.
- Contractor has modified duty that accommodates the restrictions.
- Contractor’s Project Managers, Supervisors, and Foreman are informed of the injured employee’s restrictions.
- No employee on modified duty will be allowed to work more than (40) forty-hours per week.
- The injured employee will remain on the project where the injury occurred while on transitional duty if at all possible. If not possible (project completed, contractor no longer on site, etc.) the injured employee’s Contractor is expected to accommodate Transitional Duty requirements for the employee on other jobs they currently have enrolled under the ROCIP.
- Injured employees must follow work restrictions issued by their treating physician while off duty.
- Employee must receive a full medical release from the treating physician before resuming normal work activities.
- Contractors shall discuss employee injury management protocol with the ROCIP Claims Consultant (303) 889-2570 prior to any injured employee being laid-off or terminated from a Return to Work Program.

# 3

## 3. GENERAL LIABILITY CLAIMS

All incidents and accidents at a Project Site involving death, injury, or damage to property of non-employee personnel (the public, tenants, and visitors) must be reported immediately or as soon as the onsite personnel become aware of the event.

Take appropriate emergency measures to prevent additional injury or damage, including contacting police and fire authorities as required by law.

### 3.1 How to Report a General Liability Claim

- 1) Complete and submit a General Liability Loss Report to the Lead Contractor within 24 hours of the event.



See Section 7.4 for General Liability Loss Report form.

- 2) Lead Contractor will email the completed General Liability Loss Report to the following parties within 48 hours of the event:

ROCIP Claims Consultant	Kendall Trump <a href="mailto:Kendall_trump@ajg.com">Kendall_trump@ajg.com</a>	
DEN Risk Management	Janet Bressler, Risk Manager <a href="mailto:Janet.bressler@flydenver.com">Janet.bressler@flydenver.com</a>	Debbie Reyes, Risk Administrator <a href="mailto:Debbie.reyes@flydenver.com">Debbie.reyes@flydenver.com</a>
DEN Safety	Suezann Bohner, Safety Supervisor <a href="mailto:Suezann.bohner@flydenver.com">Suezann.bohner@flydenver.com</a>	
DEN Project Management	Project Management Team assigned to the specific project	

- 3) An accident investigation will be completed as soon as possible by DEN Safety with all Contractors involved in the event and in coordination with DEN Risk Management, DEN Legal, DEN Project Management and the Insurer.
- 4) Immediately send all subsequent inquires or correspondence about an insured loss or claim, including a summons or other legal documents to the Lead Contractor. Lead Contractor will be responsible for providing to the ROCIP Claims Consultant and DEN Risk Management.

**Contractors shall not voluntarily admit liability or responsibility and shall cooperate with DEN, Gallagher, the Insurer and their respective representatives in the accident investigation.**

**IMMEDIATELY REPORT EVENTS INVOLVING BODILY INJURY, FATALITY, EXTENSIVE PROPERTY DAMAGE TO:**

- DEN 303.342.4211
- GALLAGHER 303.773.9999

**INVOLVING LAWSUITS**

- DEN RISK 720.818.2372
- GALLAGHER 303.773.9999

### 3.2 Filing a Claim Against the City and County of Denver

For any party that advises a Contractor they wish to make a claim for any incident or accident involving the City and County of Denver, Contractor should provide that party with the “Procedure for Filing a Notice of Claim Against the City and County of Denver”. This can be provided via the below link to the online instructions or via the attached document.

<https://www.denvergov.org/content/denvergov/en/city-attorneys-office/file-a-claim.html>



See Section 7.7 for Procedure for Filing a Notice of Claim Against the City and County of Denver.

### 3.3 Claims Reported Directly to the City and County of Denver

In the event a claim is reported directly to the City and County of Denver, the following steps will be taken:

- 1) DEN Risk Management and DEN Legal will be notified by the City Attorney’s Office of the received claim and will assess whether or not it is ROCIP-related.
- 2) If the claim is, or possibly is, ROCIP-related DEN Risk Management will forward the notice and information to the following parties within 48 hours of receipt:

Lead Contractor	Lead Contractor responsible for the specific project
ROCIP Claim Consultant	Kendall Trump <a href="mailto:Kendall_trump@ajg.com">Kendall_trump@ajg.com</a>
DEN Safety	Suezann Bohner, Safety Supervisor <a href="mailto:Suezann.bohner@flydenver.com">Suezann.bohner@flydenver.com</a>
DEN Project Management	Project Management Team assigned to the specific project

- 3) An accident investigation will be completed as soon as possible by DEN Safety with all Contractors involved in the event and in coordination with DEN Legal, DEN Project Management and the Insurer.
- 4) If Contractor receives any subsequent direct inquires or correspondence about the claim, including a summons or other legal documents, the information must be immediately forwarded to the Lead Contractor. Lead Contractor will be responsible for providing to the following parties within 48 hours of receipt:

ROCIP Claims Consultant	Kendall Trump <a href="mailto:Kendall_trump@ajg.com">Kendall_trump@ajg.com</a>	
DEN Risk Management	Janet Bressler, Risk Manager <a href="mailto:Janet.bressler@flydenver.com">Janet.bressler@flydenver.com</a>	Debbie Reyes, Risk Administrator <a href="mailto:Debbie.reyes@flydenver.com">Debbie.reyes@flydenver.com</a>

## 4

## 4. BUILDER'S RISK CLAIMS

When damage occurs on a construction site, our builders risk insurance can help offset the costs and get the project back on track. It can pay for damage to the project, materials awaiting installation, and for costs associated with project delays.

### 4.1 Contractor Responsibilities

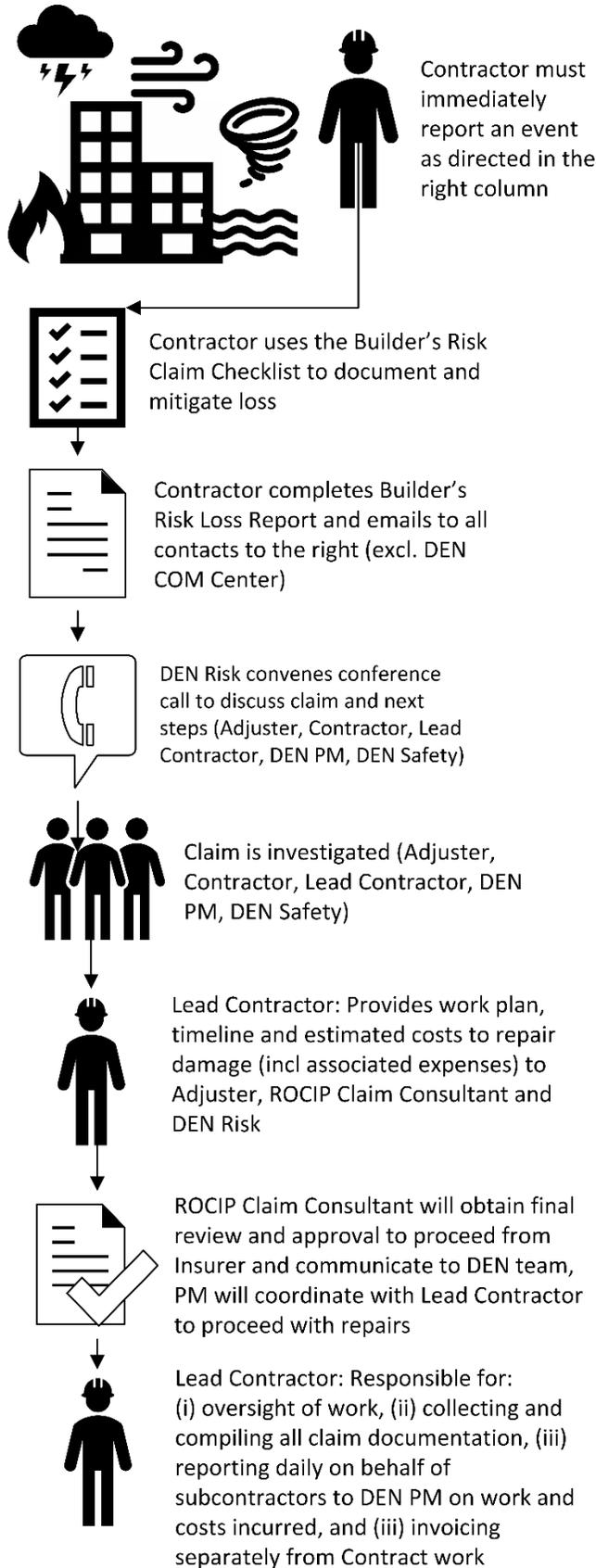
#### 4.1.1 All Contractors

- Report any damages to your Work or the Work of any other Contractor on a Project to the Lead Contractor.
- Report any injuries to non-employees that may be suffered on a Project Site to the Lead Contractor.
- Follow the claim reporting procedures in this guide if you are directly involved in a loss and cooperate fully and timely with any requests from the Insurer, DEN, Gallagher or any of their respective representatives.

#### 4.1.2 Lead Contractors

- Responsible for ensuring all subcontractors involved in a Builder's Risk loss follow the claim reporting procedures in this guide.
- Responsible for pricing and cost proposals for needed work/rework to repair the damage and obtaining approval from DEN Project Management.
- Responsible for providing updated schedule analysis and costs associated with any delay in completion.
- Responsible for oversight and management of the specific work/rework necessary to repair the damage.
- Responsible for collecting, reviewing and compiling all claim documentation for claim adjustment and claim payment purposes.
- Responsible for ensuring rework and any associated costs related to a claim are separated and billed independent of the Contract work.

## 4.2 Builder's Risk Claims Process



### INITIAL CONTACTS



FOR EMERGENCIES  
 CALL DEN COM CENTER  
 303.342.4211



LEAD CONTRACTOR  
 Responsible for the specific project  
 Notifies all below individuals



ROCIP CLAIM CONSULTANT  
 Kendall Trump  
 303.889.2570  
 kendall\_trump@ajg.com



DEN PROJECT MANAGER  
 Assigned to the specific project



DEN SAFETY  
 Suezann Bohner  
 303.342.2132  
 Suezann.bohner@flydenver.com



DEN RISK MANAGEMENT  
 Janet Bressler  
 303.342.2152  
 Janet.bressler@flydenver.com

Debbie Reyes  
 303.342.2151  
 Debbie.reyes@flydenver.com

### 4.3 Builder’s Risk Claim Checklist

Provided with this manual is a checklist to assist Contractors’ in capturing immediate claims information following an event, mitigating the loss and evaluating the scope of the loss.



See Section 7.1 for Builder’s Risk Claim Checklist.

### 4.4 How to Report a Builder’s Risk Claim

- 1) Complete and submit a Builder’s Risk Loss Report to the following parties within 24 hours of the event:

Lead Contractor	Lead Contractor responsible for the specific project	
ROCIP Claims Consultant	Kendall Trump <a href="mailto:Kendall_trump@ajg.com">Kendall_trump@ajg.com</a>	
DEN Risk Management	Janet Bressler, Risk Manager <a href="mailto:Janet.bressler@flydenver.com">Janet.bressler@flydenver.com</a>	Debbie Reyes, Risk Administrator <a href="mailto:Debbie.reyes@flydenver.com">Debbie.reyes@flydenver.com</a>
DEN Safety	Suezann Bohner, Safety Supervisor <a href="mailto:Suezann.bohner@flydenver.com">Suezann.bohner@flydenver.com</a>	
DEN Project Management	Project Management Team assigned to the specific project	



See Section 7.2 for Builder’s Risk Loss Report form.

- 2) An incident investigation will be completed as soon as possible by DEN Safety with all Contractors involved in the event and in coordination with DEN Risk Management, DEN Legal, DEN Project Management and the Insurer.
- 3) Insurer’s claims adjuster may conduct a site visit to assess the loss; these visits would be arranged by the claims adjuster with the Lead Contractor, DEN Project Management, and DEN Safety. DEN Project Management would assume responsibility for providing required access and escort.
- 4) Provide the Insurer with any requested supporting documentation in order for the claim to be adjusted properly and avoid further Project delay.

# 5

## 5. POLLUTION LIABILITY CLAIMS

### 5.1 How to Report a Pollution Incident or Claim

- 1) Contractors shall immediately notify the following parties of any known or suspected pollution incidents.

**DEN COMMUNICATIONS CENTER 303.342.4200**

ROCIIP Claims Consultant	Kendall Trump <a href="mailto:Kendall_trump@ajg.com">Kendall_trump@ajg.com</a>
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DEN Risk Management	Janet Bressler, Risk Manager <a href="mailto:Janet.bressler@flydenver.com">Janet.bressler@flydenver.com</a>	Debbie Reyes, Risk Administrator <a href="mailto:Debbie.reyes@flydenver.com">Debbie.reyes@flydenver.com</a>
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DEN Safety	Suezann Bohner, Safety Supervisor <a href="mailto:Suezann.bohner@flydenver.com">Suezann.bohner@flydenver.com</a>
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DEN Project Management	Project Management Team assigned to the specific project
------------------------	--

- 2) Complete and submit a Pollution Incident Report to the captioned individuals and the Lead Contractor within 24 hours of the event.



See Section 7.6 for Pollution Incident Report.

## 6. AUTOMOBILE AND OTHER TYPES OF INCIDENTS

### 6.1 Reporting to DEN

Refer to the DEN ROCIP Safety Manual for details on incident, accident and near miss reporting requirements. Please note that all incidents and accidents must be reported to DEN Safety via the process outlined in the ROCIP Safety Manual regardless of whether a formal claim is being submitted to an insurance carrier.

### 6.2 Reporting to Your Company’s Insurer and CORA Requests

Insurance covers outside those provided under the DEN ROCIP, such as automobile liability or physical damage, should be reported by the impacted Contractor to its Insurer. It is the sole responsibility of each Contractor to report claims covered by non-ROCIP insurance policies to their own Insurers and directly manage the claims process.

DEN will provide supporting documentation when available and when requested, such as video footage. Documentation from DEN related to an incident or accident occurring on DEN premises may be requested through the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 to 206 (CORA).

You may request public records of the airport by mail, fax, or e-mail to the Chief Executive Officer:

Chief Executive Officer  
Denver International Airport  
8500 Peña Boulevard, 9th Floor  
Denver, Colorado 80249

Fax: (303) 342-2215  
E-mail: [aviation.manager@flydenver.com](mailto:aviation.manager@flydenver.com)

NOTE: e-mail messages are vulnerable to non-delivery or rejection by the airport’s computer security systems. If you do not receive a reply e-mail acknowledging receipt of your e-mail request within 24 hours, you should mail or fax your request to the airport.

For complete information, please read the rules for Open Records Act requests, which can be accessed online via the below link.



[Part 220 of the Airport Rules & Regulations](#)

## 7. FORMS and RESOURCES

The following forms and resources may be accessed in this document by either scrolling within this document or clicking on the items in the below list to be directly linked to the item of interest.

- 7.1 Builder's Risk Claim Checklist**
- 7.2 Builder's Risk Loss Report**
- 7.3 General Liability Loss Report**
- 7.4 One-Time Change of Physician (CO Form WC003)**
- 7.5 Pollution Incident Report**
- 7.6 Procedure for Filing a Claim Against the City and County of Denver**
- 7.7 Worker's Compensation First Report of Injury Form**
- 7.8 Workers' Compensation Information and Designated Medical Provider Form (CO Form WC49)**
- 7.9 Workers' Compensation Medical Care Requisition and Authorization Form**



**DEN**

## ROLLING OWNER CONTROLLED INSURANCE PROGRAM (ROCIP)

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### ROCIP III

# Insurance Manual

Policy Term: September 1, 2017 to September 1, 2022

Version 4

Revised Dec 2019

#### ISSUED TO

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LEAD CONTRACTOR: [Enter name of GC]

PROJECT NAME: [Enter name of DEN Project]

PROJECT CODE: [Enter DEN Project Number]  
(DEN Contract No.)

#### IMPORTANT

Your Project Code is also your  
ROCIP Enrollment Code.

You must have this number  
to enroll.

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# 1. OVERVIEW

Welcome to DENVER INTERNATIONAL AIRPORT'S ROCIP

## 1.1 What is a ROCIP?

ROCIP stands for Rolling Owner Controlled Insurance Program. It is an insurance program that covers Denver International Airport (DEN) as the Project Owner, Enrolled Contractors of every tier and other designated parties for Work performed for various DEN Projects. Not all contractors are eligible, excluded groups are identified in Section 4.

Insurance coverages provided under DEN's program include:

- Builder's Risk
- Commercial General Liability
- Contractor's Pollution Liability
- Employer's Liability
- Excess Liability
- Workers' Compensation

**PARTICIPATION IS MANDATORY  
BUT NOT AUTOMATIC**

---

Each Contractor must officially enroll in the program,  
excluding ineligible types of contractors  
identified in Section 4

## 1.2 What are the benefits?

	<b>COVERAGE</b>	<ul style="list-style-type: none"> <li>• Consistent coverages and limits</li> <li>• Assurance proper and valid coverage is in place</li> <li>• Smaller contractors covered by higher limits</li> <li>• Eliminates overlapping/duplicate coverage</li> </ul>
	<b>COST</b>	<ul style="list-style-type: none"> <li>• Contractor cost savings potential             <ul style="list-style-type: none"> <li>- Owner provided high limits of liability and buying power</li> <li>- 8 year completed operations liability tail coverage</li> <li>- 5 year fixed rates</li> <li>- Small deductible obligations</li> </ul> </li> </ul>
	<b>SMALLER CONTRACTORS</b>	<ul style="list-style-type: none"> <li>• Greater ability to bid on airport projects</li> <li>• Resources to create stronger company safety programs</li> </ul>
	<b>CLAIM DISPUTES</b>	<ul style="list-style-type: none"> <li>• Reduced claim disputes with single insurer</li> <li>• Reduced litigation expense potential</li> </ul>
	<b>LOSS CONTROL &amp; CLAIM HANDLING</b>	<ul style="list-style-type: none"> <li>• Streamlined claims process with single insurer</li> <li>• Centralized loss control with single insurer</li> </ul>

### 1.3 ROCIP and Your Project Bid

Since DEN will pay insurance premiums for the ROCIP coverages described in this manual, you should notify your insurer(s). Each bidder of every tier is required to exclude from its bid price, its normal cost for the insurance coverages to be provided by DEN under the ROCIP. **Initial bids and all subsequent change orders must exclude all costs for insurance provided under the ROCIP.** Excluded insurance costs are subject to verification and documentation by the ROCIP Administrator and DEN.

### 1.4 Talk with your Insurance Provider Before You Bid

Insurance coverage and limits provided under the ROCIP are specific to DEN ROCIP Projects. Your insurance provider should review this information and assist you in determining your insurance costs based on the insurance requirements.

**Before estimating insurance costs or requesting Project(s) be excluded from your regular coverage, read this manual in its entirety and provide a copy to your insurance provider.**

### 1.5 No Limitation of Liability

The provisions of insurance and other requirements set forth in this ROCIP Insurance Manual shall in no way release or limit the Contractor's liability, responsibility, or obligations arising out of its performance of Work under the Contract or any applicable statute, law, regulation, or order including any liability in excess of the insurance coverage secured under the DEN ROCIP. By securing the insurance under the DEN ROCIP, DEN does not assume any liability for the insured risks or liability arising out of the Contractor's performance.

### 1.6 Loss Experience

Depending on the type of loss covered by insurance, the loss experience during the time period a Contractor is participating in a ROCIP may be attributed to their organization, as it would be under their standard company purchased insurance policies, or solely to DEN as the owner of the ROCIP.

#### 1.6.1 Workers' Compensation Losses

Claims and payroll attributed to a ROCIP must be reported to the Workers' Compensation Bureau and will therefore impact a Contractor's experience modification rate (EMR)—either positively or negatively—depending on loss record.

#### 1.6.2 Other Types of Insurance Losses

Claims related to Commercial General Liability, Pollution Liability or Builder's Risk may not directly impact the loss record of participating Contractors, but are attributed to the policy owner, which is DEN.

### 1.7 Assignment of Return Premiums

The cost of the DEN ROCIP insurance policies will be paid by DEN and DEN will be the sole recipient of any return premiums or dividends. All Enrolled Contractors shall assign to DEN all adjustments, refunds, premium discounts, dividends, credits or any other monies due from the DEN ROCIP Insurers. Contractors shall assure that each Enrolled Subcontractor of any tier shall execute such an assignment. The Insurance Application that the Contractor completes on-line will be used for this purpose.

### 1.8 About This Manual

This manual was prepared by Arthur J. Gallagher Risk Management Services, Inc., the insurance broker and ROCIP Administrator for DEN, and is designed to identify, define and assign responsibilities for the administration of the ROCIP. We hope it answers most of your insurance-related questions.

**IF YOU HAVE QUESTIONS ABOUT ANY ASPECT OF THE INFORMATION PROVIDED IN THIS MANUAL, CONTACT THE ROCIP SERVICE TEAM LISTED IN SECTION 2.**

This manual may only be updated and distributed during the course of the Project by the ROCIP Administrator AND is subject to review and final approval by DEN. Any revised versions shall replace and supersede all previous versions.

**DISCLAIMER: This manual does not, and is not intended to, provide coverage interpretations or complete information about coverages. The terms and conditions of the insurance policies will govern how coverage is applied. If any conflict exists between this manual and the ROCIP insurance policies or contract documents between DEN and Contractor, the policies and contract documents will govern.**

## 2. PROGRAM CONTACT DIRECTORY

Following is a list of key risk management and insurance contacts for the DEN ROCIP.

DEN selected Arthur J. Gallagher Risk Management Services, Inc. (AJG) as its ROCIP Administrator to direct the overall administration, safety, loss control and claims management. Below you will find key contacts for both AJG as well as DEN Risk Management and DEN Safety team members involved with the ROCIP programs.



Arthur J. Gallagher & Co.

### GALLAGHER KEY CONTACTS

#### SERVICE TEAMS

##### ROCIP ADMINISTRATOR

Heather Lawson	314.800.2205	<a href="mailto:Heather_lawson@ajg.com">Heather_lawson@ajg.com</a>
Clayton Pennock	314.800.2280	<a href="mailto:Clayton_pennock@ajg.com">Clayton_pennock@ajg.com</a>

##### SAFETY and LOSS CONTROL

Ed Davis	303.889.2552	<a href="mailto:Ed_davis@ajg.com">Ed_davis@ajg.com</a>
Terry McIntire	925.407.5451	<a href="mailto:terry_mcintire@ajg.com">terry_mcintire@ajg.com</a>

##### CLAIMS MANAGEMENT

Kendall Trump	303.889.2570	<a href="mailto:Kendall_trump@ajg.com">Kendall_trump@ajg.com</a>
Steven Ballard	214.365.7925	<a href="mailto:Steve_ballard@ajg.com">Steve_ballard@ajg.com</a>

#### LEADERSHIP TEAM

Priscilla McCoy	303.889.2540	<a href="mailto:Priscilla_mccoy@ajg.com">Priscilla_mccoy@ajg.com</a>
Karen Graham	303.889.2538	<a href="mailto:karen_graham@ajg.com">karen_graham@ajg.com</a>
Scott Whiteside	510.207.0115	<a href="mailto:Scott_whiteside@ajg.com">Scott_whiteside@ajg.com</a>

### DEN KEY CONTACTS

#### RISK MANAGEMENT

Janet Bressler	303.342.2125	<a href="mailto:janet.bressler@flydenver.com">janet.bressler@flydenver.com</a>
Debbie Reyes	303.342.2151	<a href="mailto:debbie.reyes@flydenver.com">debbie.reyes@flydenver.com</a>

#### SAFETY and LOSS CONTROL

Suezann Bohner	303.342.2132	<a href="mailto:suezann.bohner@flydenver.com">suezann.bohner@flydenver.com</a>
Kris Wilson	303.342.2138	<a href="mailto:Kris.wilson@flydenver.com">Kris.wilson@flydenver.com</a>
Danielle Chavez	303.342.2135	<a href="mailto:Danielle.chavez@flydenver.com">Danielle.chavez@flydenver.com</a>
Steve Thompson	303.342.4019	<a href="mailto:Stephen.thompson@flydenver.com">Stephen.thompson@flydenver.com</a>

## 3

### 3. DEFINITIONS

Contract	A written agreement between DEN and the Lead Contractor describing the Work, Contract terms and conditions, or a portion thereof; includes a written agreement between a Contractor and any tier of Subcontractor.
Contractor	As respects the ROCIP, “Contractor” includes: construction managers at risk, prime contractors, general contractors, joint venture entities and subcontractors of all tiers that perform Work on a Project Site.
Contractor Safety Representative	The Safety Representative for each Lead Contractor on site is responsible for the safety of that contractor, its subcontractors and all respective employees. This representative is also the liaison with Gallagher and DEN personnel and as needed with the ROCIP Insurers.
Enrolled Entities	Contractors that have (i) been awarded work, (ii) submitted all necessary enrollment forms, (iii) met all enrollment requirements, and (iv) been issued a Certificate of Insurance by the ROCIP Administrator.
Ineligible Entities	Types contractors based on work performed. See Section 4 for detail.
Lead Contractor	The Contractor that enters directly into a formal Contract with DEN for work performed at a Project Site. Please note that (i) the moniker for Lead Contractor used in the actual contract document may differ and (ii) Lead Contractor is often referred to as general contractor, joint venture contractor, construction manager at risk, prime contractor, etc.
On-Site Activities	Construction activities at a Project Site.
Project Sites	“Project Sites” shall mean those areas designated in writing by DEN in a Contract document for performance of the Work including additional areas, if applicable. Subject to the ROCIP Insurers’ and DEN’s written approval, the term “Project Site” may also include: (1) field office sites, (2) property used for bonded storage of material for the Project, (3) staging areas dedicated to the Project, and (4) areas where activities incidental to the Project are being performed by Contractor or covered by the Worker’s Compensation policy included in the ROCIP, but excluding any permanent locations of Contractor.
Temporary Worker	A person who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.
Work	Operations as fully described in the Contract, performed at or emanating directly from a Project Site and the entire completed construction or the various separately identifiable parts required under the Contract.

## 4

## 4. ROCIP PROGRAM AND INSURANCE COVERAGES

This section provides a brief overview of the program including eligibility and provided coverages and limits.

### 4.1 Insurance Policy Term

The Insurance Policy Term will cover the period of construction through project completion, which must occur prior to Sep 1, 2022, unless an advance written extension is approved by the ROCIP Insurer. The term further provides an eight (8) year extended term for Completed Operations Liability.

### 4.2 Covered Parties

#### 4.2.1 Named Insured Entities

CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION AKA DENVER INTERNATIONAL AIRPORT, its' related entities, and Enrolled Contractors and Subcontractors of any tier.

#### 4.2.2 Additional Insured Entities

All entities designated by the CITY AND COUNTY OF DENVER, DEPARTMENT OF AVIATION and any other party that a Named Insured is required to include as an additional insured party under a written agreement.

### 4.3 Those Not Covered

**REGARDLESS OF A CONTRACTOR'S INCLUSION OR EXCLUSION UNDER THE INSURANCE PROGRAM PROVIDED BY THE DEN ROCIP, IF WORKING ON A ROCIP PROJECT AT THE AIRPORT, ALL CONTRACTORS AND THEIR EMPLOYEES MUST COMPLY WITH THE REQUIREMENTS OF THE DEN ROCIP SAFETY MANUAL (including drug screening)**

#### 4.3.1 Entities Not Enrolled

Contractors that are considered to not be enrolled, and therefore not covered by the ROCIP insurance policies, is in one of the below categories:

- Has not submitted the required enrollment forms
- Has submitted the required enrollment forms, but has not received written confirmation from the ROCIP Administrator evidencing acceptance into the ROCIP
- Has received written confirmation from DEN or the ROCIP Administrator declining acceptance into the ROCIP

### 4.3.2 Ineligible Entities

Contractors that are considered ineligible to participate under the ROCIP, and therefore not covered by the ROCIP insurance policies, generally fall into one of the below categories:

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

**IF YOU ARE UNCERTAIN IF YOU ARE ELIGIBLE OR INELIGIBLE TO PARTICPATE UNDER THE ROCIP INSURANCE PROGRAM, CONTACT THE ROCIP ADMINISTRATOR LISTED IN SECTION 2.**

**IT IS YOUR RESPONSIBILITY TO CONFIRM ELIGIBILITY BEFORE YOU START WORK.**

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

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

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

### 4.3.3 Excluded Entities

Any person or entity specifically excluded by DEN, in its sole discretion, from participation in the ROCIP.

#### 4.3.4 Exempt Entities

Eligible Contractors may request to be exempted from ROCIP participation. Such requests require submission of the below Required Information for consideration. Other than Limited Duration Contractors and Workforce Organizations, detailed below, these requests are granted very infrequently. Any granted exemptions will be issued in writing by DEN Risk Management.

**Limited Duration Contractors:** Eligible Contractors that will be onsite on DEN premises for no more than three (3) days not to exceed eight (8) hours per day (consecutive or separated) to commence and complete their Work for a given project.

**Workforce Organizations:** Eligible Contractors providing temporary or supplement workers, such as Temp Agencies and Professional Employment Organizations, to enrolled Contractors.

**Required Information:** Requests for exemption should be submitted to DEN Risk Management via email (See Section 2) and include the following information:

- Name of Contractor Company to be considered for exemption
- Name of Contractor Company they are contracting with
- Name of Lead Contractor
- Project Name and Number
- Description of type of work to be performed
- Number of workers
- Details on duration/dates of work to be performed
- Contract Value
- Confirmation that a WRAP/ROCIP program exclusion endorsement will not impact required coverage under the requesting Contractor Company's coverages.

#### 4.4 Covered Locations

ROCIP coverage applies only to Work performed at a Project Site and the products and materials temporarily or permanently incorporated into the Project.

##### 4.4.1 Off-Site Operations Coverage Exceptions

If a Contractor wishes to request coverage be extended to off-site operations or off-site locations, they must submit the request in writing to the ROCIP Administrator and it must be approved by the ROCIP Insurers. The request should include the address, description of the off-site Project Site, the type of operations to be conducted, duration of the work to be performed, and confirmation the site is solely dedicated to the Project.

#### 4.5 Evidence of Coverage

Each Enrolled Contractor will be issued a Certificate of Insurance evidencing Workers' Compensation, General Liability, Excess Liability, Builder's Risk, and Contractors Pollution Liability insurance. Other documentation including forms, posting notices, etc., will be available at the Project Sites. Copies of full insurance policies will be provided upon written request to the ROCIP Administrator.

#### 4.6 ROCIP Insurance Coverage Descriptions

The following sections will provide a summary of the coverages and limits afforded under the DEN ROCIP. The limits referenced are the minimum limits purchased by DEN.

**THIS MANUAL ONLY PROVIDES SUMMARY INFORMATION. COMPLETE TERMS, CONDITIONS, AND EXCLUSIONS ARE PROVIDED IN THE INSURANCE POLICIES.**

## 4.6.1 Workers' Compensation and Employer's Liability (On-Site Only)

**Policy limits apply separately for each Insured.**

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

## 4.6.2 Commercial General Liability (On-Site Only)

**Policy limits are shared by all Insureds.**

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

Coverage	Limit
Annual General Aggregate (Per Project and Reinstates Annually)	\$4,000,000
Products/Completed Operations Aggregate (Per Project and Statute of Repose)	\$4,000,000
Total Products/Completed Operations Aggregate (Statute of Repose)	\$8,000,000
Personal / Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Legal Liability (any one fire)	\$ 300,000
Medical Payments (any one person)	\$ 10,000

## 4.6.3 Excess Liability

**Policy limits are shared by all Insureds.**

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

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

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

#### 4.6.4 Contractor's Pollution Liability

Policy limits are shared by all Insureds.

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

##### 4.6.4.1 Limited Off-Site Coverage for Transported Cargo

Transported cargo moved from DEN to the disposal site is covered; however, the policy does not cover transported cargo at rest for a period longer than 72 hours after it has been accepted by the Contractor for movement but before it reaches the disposal site.

#### 4.6.5 Builder's Risk

Policy limits are shared by all Insureds.

DEN shall maintain, Builder's Risk (and/or Installation Floater) in the amount of \$500,000,000 per occurrence subject to various sublimits (as defined in the Builders' Risk Insurance Policy). Such insurance shall end when the first of the following occurs: 1) DEN's interest in the Work ceases; 2) the policy expires or is cancelled; or 3) the Work is accepted by DEN.

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

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

### 4.7 Termination and Modification

DEN reserves the right to terminate or modify the DEN ROCIP or any portion thereof. If DEN exercises this right, Enrolled Contractors will be provided notice as required by the terms of their individual Contracts. At its option, DEN may procure alternate coverage or may require Lead Contractors to procure and maintain alternate insurance coverage at DEN's cost.

### 4.8 Claim Charge-Back

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

## 5

## 5. NON-ROCIIP AND OFF-SITE INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractors are required to maintain insurance that protects DEN from liabilities arising from their operations performed away from a Project Site, for types of coverage not provided by the ROCIP and for all operations performed in connection with the Contract by Ineligible, Excluded or Exempt Entities.

Contractors are responsible for verifying and monitoring the adequacy of insurance required to be maintained by their subcontractors (including eligible, enrolled, ineligible, exempt or excluded Contractors). DEN reserves the right to disapprove use of any Contractor that is unable to meet the insurance requirements.

Prior to mobilization and within ten (10) days of any renewal, change or replacement of coverage, Contractors shall submit to the ROCIP Administrator a Certificate of Insurance evidencing the coverage, limits and deductibles as specified in this section.

The limits of liability shown for the insurance required of the Contractor are minimum limits only and are not intended to restrict or limit the liability imposed on the Contractor for Work performed.

Verification of insurance may be submitted in the form of a Certificate of Insurance on a standard ACORD Form 25-S. A sample of an acceptable Certificate of Insurance is provided in Section 10.

### 5.1 Certificate Holder

Certificate(s) shall be issued as follows:

#### IF ELIGIBLE:

CITY AND COUNTY OF DENVER  
Denver International Airport  
c/o Arthur J. Gallagher RMS, Inc.  
12444 Powerscourt Drive  
St. Louis, MO 63131  
Attn: Gallagher OCIP Group  
Emailed to: heather\_lawson@ajg.com

#### IF INELIGIBLE, EXEMPT, EXCLUDED:

Certificates of Insurance should be issued to the Lead Contractor per the requirements and instructions in the specific subcontract agreement

#### ENROLLED CONTRACTORS must provide:

- Coverages required but not included under the DEN ROCIP
- Off-site coverages for certain types of insurance that are provided by the DEN ROCIP for on-site activities

#### INELIGIBLE, EXEMPT AND EXCLUDED CONTRACTORS must provide:

- Coverages required for on-site and off-site activities

## 5.2 Coverages and Limits

Following are the required insurance coverages and limits required to be provided by Contractors. It will be noted for each coverage type when the requirement for Enrolled Contractors that have on-site coverage under the DEN ROCIP is solely for off-site coverages.

### 5.2.1 Commercial General Liability

#### Enrolled Contractors: Off-site Coverage Only

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 project aggregate. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.



ROCIP DOES  
NOT PROVIDE  
AUTO  
COVERAGE

### 5.2.2 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.

- If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each accident for bodily injury and property damage is required.
- If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted by the insurer with the Certificate of Insurance.
- If transporting waste, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and, if required by law, an MCS 90 endorsement, on its policy.
- If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.

### 5.2.3 Workers' Compensation and Employer's Liability Insurance

#### Enrolled Contractors: Off-site Coverage Only

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

- If Contractor is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act.



ROCIP DOES  
NOT PROVIDE  
PROFESSIONAL  
LIABILITY  
COVERAGE

### 5.2.4 Professional Liability

All Contractors providing professional services, such as design, engineering, surveying and consulting must provide Professional Liability insurance with a limit of not less than \$2,000,000 per wrongful act.

### 5.2.5 Property Coverage for Contractor's Tools and Equipment

Contractors are solely responsible for any loss or damage to their personal property including, without limitation, property or materials created or provided under the Contract/Subcontract until installed at the Project Site, tools, equipment, and temporary structures.

If Contractor carries property insurance on its personal property, a waiver of subrogation as outlined in Section 5.4 will be required from its insurer.

### 5.2.6 Other Coverages That May Be Required

Depending on the scope of work being performed by a given Contractor additional insurance coverage requirements may apply. They include, but are not limited to, the following coverage types:

- Aircraft/Aviation/Unmanned Aerial Vehicle Liability
- Contractor's Pollution Liability
- Technology Errors and Omissions, Network Security, and Privacy Liability (Cyber)
- Umbrella/Excess Liability

If such other coverages are required it will be stated in the Contract document between DEN and Contractor; if a subcontractor is performing work that requires additional insurance coverages DEN shall work with the Lead Contractor to ensure the proper insurance requirements are detailed in all applicable written agreements between the parties.

## 5.3 Additional Insured

For all coverages required (excluding Workers' Compensation and Professional Liability), 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.

## 5.4 Waiver of Subrogation

For all coverages 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.

## **5.5 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 coverage before the expiration date thereof.

- Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
- If such written notice is unavailable from the insurer, and in any event, Contractor and/or it is insurance broker/agent shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice from 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 the ROCIP Administrator.

## **5.6 Additional Provisions**

Refer to the specific Contract for full list of insurance requirement additional provisions.

## 6

## 6. CONTRACTOR RESPONSIBILITIES

Each Contractor has a variety of responsibilities as a participant under a ROCIP. Some of the major obligations are listed below, which is not meant to be an all-inclusive or exhaustive list.

Lead Contractors also assume the responsibility for ensuring all obligations of their subcontractors of any tier are met and met in a timely manner.

### 6.1 Enrollment

Enrollment into the DEN ROCIP is required for all Eligible Contractors unless provided a written exemption. **Enrollment is not automatic.** Eligible Contractors MUST complete the online enrollment process and provide all required documentation prior to starting Work. Access to Project Sites will not be permitted until enrollment is complete.

A FAILURE TO COMPLETE THE ROCIP ENROLLMENT PROCESS PRIOR TO THE START OF WORK MAY EXCLUDE THE CONTRACTOR FAILING TO DO SO FROM ROCIP INSURANCE COVERAGE. IF EXCLUDED, DEN WILL NOT BE RESPONSIBLE FOR OR REIMBURSE ANY ADDITIONAL AMOUNTS FOR INSURANCE COSTS.

Most Contractors are able to complete enrollment in less than 48 HOURS

Once enrollment is completed and approved by the ROCIP Administrator, the Contractor will receive a confirmation email with the following information:

- Certificate of Insurance as evidence of participation in the DEN ROCIP
- Confirmation of coverage (Policy will follow once the ROCIP insurer has issued the policy)
- Claims Guide

### 6.2 Contract Documents

Lead Contractors are responsible for ensuring that DEN insurance requirements are included in all subcontract tier written agreements. This includes the specific requirements provided as an exhibit in the written agreement between DEN and the Lead Contractor and the DEN ROCIP Insurance Manual.

### 6.3 Notification of Awarded Subcontracts

Upon a Contract being awarded to any Subcontractor, the Contract awarding party must notify the ROCIP Administrator, DEN Risk Management and DEN Safety.

### 6.4 Notification of Insurance Cancellation or Nonrenewal

Per the requirement in the Contract/Subcontract and in this manual, Contractor must give DEN and the ROCIP Administrator prior notice of any cancellation or non-renewal of required insurance coverage and any subsequent reinstatement of coverage.

## 6.5 Payroll and Labor Hours Reporting, Records and Audits

### 6.5.1 Submitting Payroll and Labor Hours Reports

**ADDITIONAL  
PAYROLL  
REPORTING IS  
REQUIRED VIA  
DEN'S LCP  
PORTAL**

Each Contractor must submit monthly Payroll and Labor Hours Reports via the ROCIP Administrator's online portal identifying labor hours and payroll for all work performed for the Project. The reports MUST certify all Work performed at or emanating directly from a Project Site and include onsite supervisory and clerical personnel. This information will be used to provide the Insurers with information required to determine premiums and for the Unit Statistical filing for EMR calculations.

**Failure to submit payroll reports may result in payment withholding until required information is received**

**SEPARATE REPORTS REQUIRED for each individual Contractor per Project**

Instructions on submitting reports via the online portal are included in Section 8.5.

### 6.5.2 Records and Audits

DEN and the ROCIP Administrator will at all times have the right to access, inspect and audit all Contractor' records and data, electronic or otherwise, relating to costs for coverages provided by the DEN ROCIP, payrolls, labor hours, Workers' Compensation classifications, and other factors determinative of the cost of the ROCIP. Contractors will promptly respond to any inquiries of DEN or the ROCIP Administrator arising out of any such inspection or audit.

Contractors for whom insurance is provided by the DEN ROCIP are required to maintain the above described records. These records are needed to:

- provide the information needed to calculate the insurance premium to be paid by DEN for the Work performed at the Project Sites by the Contractors.
- assist the Insurer in filing information to the Workers' Compensation Rating Bureau for inclusion into the calculation of the applicable party's Experience Modification Rate.

The DEN ROCIP Insurer has the right to reclassify Contractor reported payroll.

## 6.6 Safety Procedures

All Contractors shall comply with all provisions of the DEN ROCIP Safety Manual as part of participation in any ROCIP project. This program is in addition to Contractor's existing safety program, not in lieu of that program. Minimum standards for such programs are outlined in the DEN ROCIP Safety Manual.

## 6.7 Workers' Compensation Posting Notices

The Lead Contractor's Safety Representative shall be responsible for ensuring all required Workers' Compensation posters and notices are prominent displayed at each work site, which include the following:

- Workers' Compensation Worker Notice and Designated Medical Provider List Poster
- Workers' Compensation Information and Designated Medical Provider List Form
- Workers' Compensation Notice of Injury Poster



See Section 10 for posters and notices.

## 6.8 Claims Reporting and Management

Contractors shall follow the claims procedures as established by the ROCIP Administrator and agree to assist and cooperate in every manner possible in connection with the adjustment of claims and demands. Section 7 provides specific details on claims reporting and management.

Contractors will be provided loss information for their respective claims.

While DEN has ultimate authority in any claim settlement matter, Contractors are encouraged to participate in the claims management process. Specific to Worker's Compensation claims, Contractors will have the full right to participate in the management and mitigation of their own workers' compensation claims and any financial information regarding each individual contractor's workers' compensation claims will be provided.

## 6.9 Completion of Work and Closeout

When a Contractor has completed Work at a Project Site and will no longer have on-site workers specific to that Project, the Contractor must notify the ROCIP Administrator by completing the closeout items in the Contractor Online Portal. See Section 8.6 for instructions.

Final payment will not be released by DEN until all required information has been submitted via the online portal.

7

## 7. CLAIM REPORTING AND MANAGEMENT

Claims Management is handled by the ROCIP Administrator, Arthur J. Gallagher Risk Management Services, Inc. (Gallagher).

Please refer to the detailed Claims Guide that is provided to each Contractor upon successful enrollment in the DEN ROCIP and will also be accessible to you via the Contractor Online Portal under the Documents Section for each Contract/Project enrolled in.

[CONTRACTOR  
ONLINE PORTAL](#)



## 8

## 8. USING THE CONTRACTOR ONLINE PORTAL

The ROCIP Administrator provides an online system to enable Contractor's to electronically enroll, report payroll and labor hours, as well as access supporting documentation regarding their participation in the program. Instructions for the major Contractor uses of the online portal as provide in this section.

The online portal can be accessed at: <https://ajg.vuewrapup.com/contractorportal>

### 8.1 How to Register Your Company

REGISTRATION INFORMATION SHOULD BE COMPLETED BY THE CONTRACTOR'S EMPLOYEE THAT WILL BE HANDLING ADMISTRATION OF THEIR PARTICIPATION IN THE PROGRAM.

- 1) Open a web browser and type in the below URL address of the Contractor Online Portal to access the first-time user login window. (<https://ajg.vuewrapup.com/contractorportal>)
- 2) Click on the Register Me box on the lower righthand side of the login window.
- 3) Fill in the form with your First Name, Last Name and Email ID (email address).

Create a User ID you can easily remember, such as your first initial and last name (preferred), your company name or your email address. Your User ID must be unique.

Create your Password. Passwords may contain letters, numbers and symbols.

All fields are required.

- 4) When you see the words "User ID and Password are created" on the bottom of the screen, you have successfully registered and are ready to enter the portal by clicking on the "Please click [here...](#)".
- 5) You will also receive an email confirming your User ID and Password for your records.

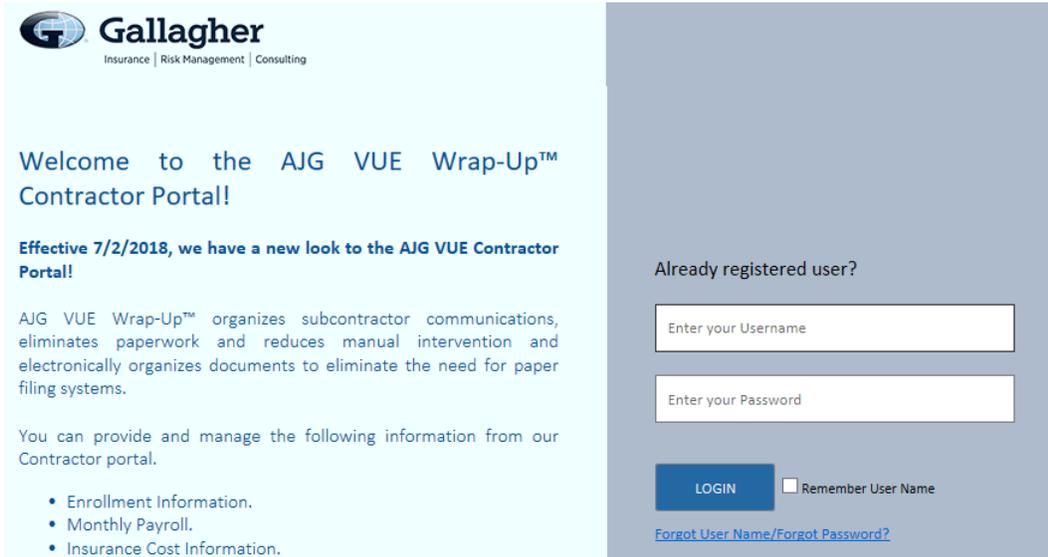
**REGISTRATION IS ONLY REQUIRED ONCE** FOR EACH PARTICIPATING COMPANY.  
YOU'LL BE ABLE TO ENROLL MULTIPLE PROJECTS UNDER THE SINGLE REGISTRATION.

## 8.2 How to Enroll in a Project

- 1) Open a web browser and type in the below URL address access the login window.  
(<https://ajg.vuewrapup.com/contractorportal>)



Note: This login window will automatically load if you have just completed the one-time initial registration and have clicked on the “Please click [here...](#)” prompt.



**Gallagher**  
Insurance | Risk Management | Consulting

Welcome to the AJG VUE Wrap-Up™ Contractor Portal!

**Effective 7/2/2018, we have a new look to the AJG VUE Contractor Portal!**

AJG VUE Wrap-Up™ organizes subcontractor communications, eliminates paperwork and reduces manual intervention and electronically organizes documents to eliminate the need for paper filing systems.

You can provide and manage the following information from our Contractor portal.

- Enrollment Information.
- Monthly Payroll.
- Insurance Cost Information.

Already registered user?

Enter your Username

Enter your Password

**LOGIN**  Remember User Name

[Forgot User Name/Forgot Password?](#)

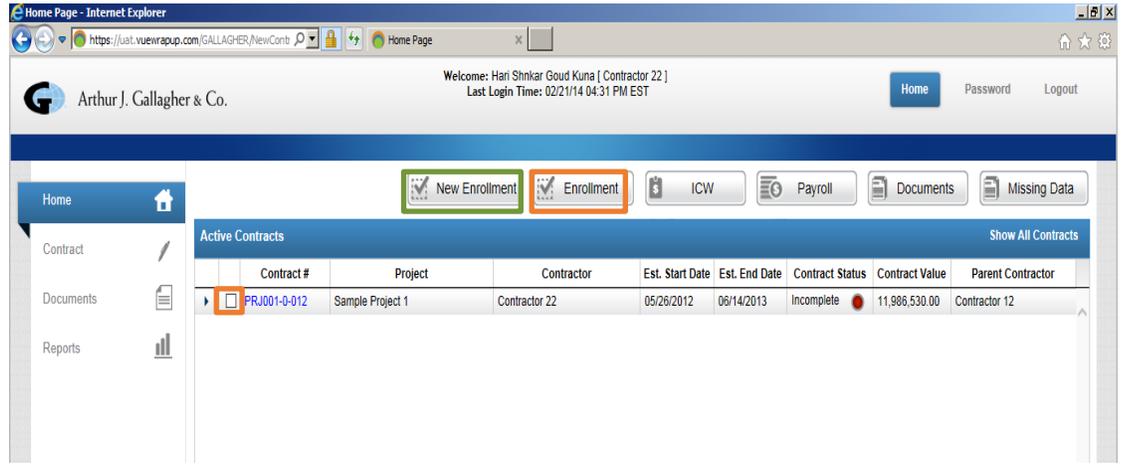
- 2) To complete enrollment in a Project, look to see if there are any Projects already loaded for you in the Active Contracts section.

If there are no Contracts/Projects listed or the one you need to enroll in DOES NOT appear:

- Click on the New Enrollment button and use Project Code TBD.

If the Contract/Project you need to enroll in DOES appear:

- Click the box next to the Contract/Project you need to enroll in or to complete enrollment that you started previously
- Click the Enrollment button and use the Project Code on the cover of the ROCIP Insurance Manual issued to you for a given project.



- 3) Complete each section of Enrollment information as best you can. Fields highlighted in yellow are required. If you do not know the information for a required field enter an “X” or if a specified format is required, such as a date, enter your best estimate.

For a new enrollment, all fields shown should be completed.

If you are completing a previously started enrollment or if a Contract/Project has been added to your portal by the ROCIP Administrator, you may not be able to edit some fields. Complete all the editable fields and if there is an error in a non-editable field contact the ROCIP Administrator for assistance to correct the system information.

There are five (5) Contract/Project Enrollment information sections:

- Contract Information
- Address
- Contact
- Estimated Payroll
- Insurance Information

**If a required entry is incomplete, a red circle with the number of missing items will be shown on each section (see below illustration)**

- 4) Contract Information Section: Enter the Estimated Start Date, Estimated End Date, Contract Value and Description of Work. Click “Next” to move forward. You may need to scroll down in order to see the “Next” button.

**Contract Information** 1

Project: Sample Project 1 | Parent Contractor: [ ]

Contractor: CTR-1224-13 | FEIN: 99-9999904

Est Start Date: 02/05/2013 | Est End Date: 06/14/2013

Contract Value: 1,500,000.00 | Contract Status: Incomplete

Description: [ ]

Contract Description is required.

- 5) Address Section: Enter a primary address by filling in the fields for address type, street address, city, state, zip, and checking the box “Primary”. You must enter at least one address marked as Primary.

**Address**

Address Type:  Primary:

Street Address1:  Street Address2:

City / State / Zip:

- To add an additional address, click the Add button in the lower right-hand corner. This will open another address section.
- To mark a different address as primary - uncheck the Primary box in the address originally checked as Primary, then click the primary box in the newly added address to indicate it as your new Primary. If you check the Primary box for the new address before unchecking the current address you will receive a system error message.
- To delete an address, click the delete button at the lower right-hand corner of the section containing that address. Delete will only show when there is more than one address added.

Note: You cannot delete an address that has already been approved by the ROCIP Administrator. If you wish to remove a previously added and approved address from your system record, please contact the ROCIP Administrator for assistance.

- 6) Contact Section: Enter at least one contact marked as Primary. You may also add, delete and amend the Primary identification for your Contacts in the same fashion as addresses (see prior section).
- Preferred Mode of Contact: You must provide a corresponding entry. For example, if you select email as the Preferred Mode of Contact you must provide an email address.

The screenshot shows a 'Contact' form with the following fields: Job Title (dropdown), First Name (text), Last Name (text), Email (text), Fax (text), Phone (text), Mobile (text), Preferred Mode of Contact (dropdown), and a Primary checkbox. A red note at the top states: 'NOTE: Please provide Primary Contact with Email and/or Fax, First Name and Phone.' An 'Add' button is located at the bottom right.

- 7) Payroll Section: Enter estimated payroll for at least one Worker’s Compensation Class Code. For each class code entry: select the class code, enter the man hours and the payroll amount.

The screenshot shows an 'Estimated Payroll' form with a red error message at the top: 'Estimated Payroll is required.' The form includes fields for State (dropdown, currently 'NEW YORK'), Select WC Code (dropdown, currently 'Select'), Man Hours (text), and Payroll(\$). An 'Add' button is located at the bottom right.

- If editing an existing enrollment or completing an enrollment for a Contract/Project added by the ROCIP Administrator, the State will be auto-filled based on the location of the Project and will not be editable.

- To add additional Class Codes and corresponding labor hours and payroll values, click the Add button on the bottom right. Once there is more than one Class Code entered a Delete button will also appear.

8) Insurance Information Section: This information is required, however Items a. and b. below are not mandatory, however, please provide the information if available.

- a. Risk ID: This is the ID assigned to the Contractor by the Workers’ Compensation Rating Bureau that compiles and calculates the EMR.
- b. Workers’ Compensation Rating Bureau
- c. Current EMR value
- d. Anniversary Rating Date (MM/DD/YYYY)
- e. Offsite WC (Worker’s Compensation) Carrier Name
- f. WC (Worker’s Compensation) Offsite Policy Number
- g. Policy Effective Date (mm/dd/yyyy) – Inception/start date of the Policy
- h. Policy End Date (mm/dd/yyyy) – Expiration date of the Policy

Your Insurance Provider can easily provide you with this information

9) Submitting Enrollment Information: After you verify the information entered is correct complete the following steps to officially submit your enrollment.

- Check the confirmation box. Please note, the text you see in the portal that constitutes the confirmation may differ slightly from what is shown in this manual.
- After the confirmation box is checked, Signature (print your name) and Date field will be visible, enter the required information.
- Click the “Submit” button.
- If the confirmation box is not checked or information is not entered into the Signature/Date box before clicking the “Submit” button you will receive a system error message.
- Once your Contract/Project is Pending/Enrolled, you cannot make changes to the enrollment information for that Project. If you discover an error, please contact the ROCIP Administrator for assistance.

### 10) Submitting Enrollment Supporting Documentation

As part of enrollment in a project, the following supporting documentation is required:

- Commercial General Liability Deductible Endorsement or Policy Page(s)
- Workers’ Compensation Policy Declarations Page(s)
- Workers’ Compensation Policy Rating Page(s)

Instructions on how to upload documents to the Contractor Online Portal are provided in the next section.

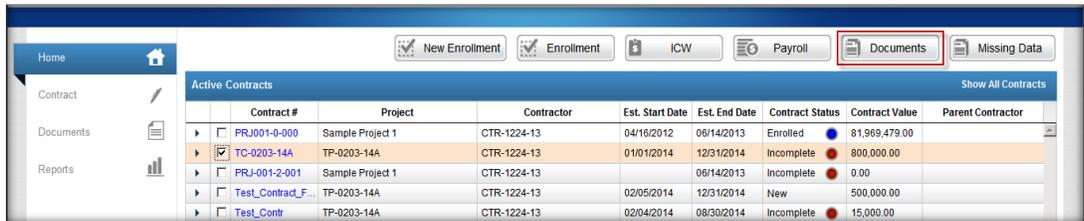
### 8.3 Submitting Supporting Documentation

In addition to the documents needed for initial enrollment, you will also need to submit other types of documents, which will include:

- Payroll and Labor Hours Reports: Reports are due on the 5<sup>th</sup> day of every monthly for the preceding month’s information.
- Notice of Completion: This is done during closeout after all Work is completed.

1) From the home screen, access the Document Section in one of the following ways:

- Select the Contract/Project from the Active Contracts list by clicking the box to the left of the Contract#, then click the “Documents” button  
-or -
- Click on Documents sub-menu under Contract from the left menu  
-or -
- Click on the Documents button from the Enrollment page to upload documents for a given contract

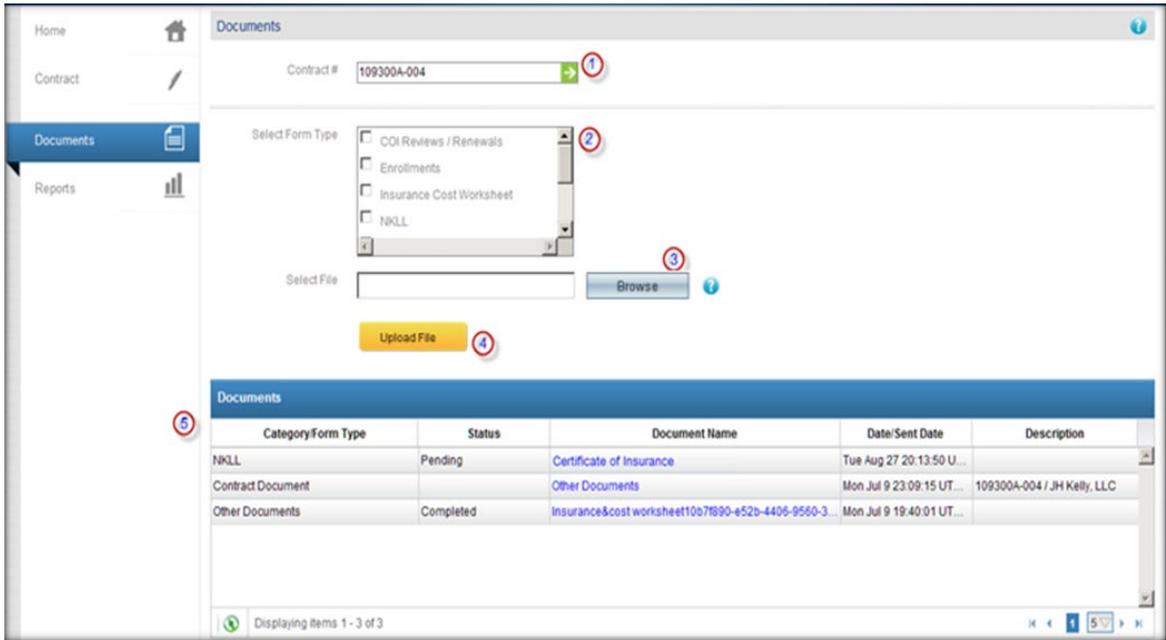


2) The Documents screen should now be open.

- If you accessed the Documents Section by selecting the Contract# from the list on the home screen or from the Enrollment page, the Contract# will be pre-filled.

3) The Documents Section will have the following required fields (illustration below):

- Contract #
- Select Form Type
- Select File



- 4) If there are existing document(s) already attached to the selected Contract/Project, they will appear in a list on the screen.
- 5) To add Documents:
  - a. Select Contract# - if already displayed, go to next step
  - b. Select the Form Type from drop down menu. You can select multiple Form Types for a single document (i.e. Enrollment and No Known Loss Letter (NKLL))
  - c. Locate the file by clicking the “Browse” button. The file must be on your device or computer from which you are currently accessing the portal.
  - d. Select the file and click the “Upload File” button.
  - e. Once the file is successfully uploaded, the document will be listed on the screen. Click on the link in the Document Name column to verify the intended document was uploaded.
  - f. You can return to the home screen by clicking on “Home” in the left-hand menu.

**FILE TYPE LIMITATIONS**  
Only PDF and TIFF file types can be uploaded

### 8.4 How to Add Subcontractors

Upper tier Contractors may add one or more Subcontractors to a specific Contract/Project. Subcontractors can be added in groups of 5 contractor increments.

- To add, click on the Subcontract button and enter the following information specific to the Subcontract:
  - a. Expected Start Date – Estimated start date of the Subcontract
  - b. Business Name, NOA Status (from the available options in the dropdown), FEIN #, Subcontract Value
  - c. Contract # and Approval Status are read only fields.
  - d. Details for Contact Information and Payroll Contact Information (First Name, Last Name, Phone, Fax, Email Address)

- To add another Subcontractor, click on the ADD button, a new subcontract information block will be added under the existing section
- To delete a Subcontractor, click the Delete button
- Verify the information and check the box next to the statement “I have reviewed the information and agree that it is correct” before submitting the Subcontractor detail.
- After a Subcontractor is submitted, the system will display the auto-generated Contract Number. The Approval Status will also be shown in the Approval Status field.
- By clicking on Back button on the top left of the Subcontract screen, you can return to the Enrollment screen.

The screenshot shows a web application interface for adding a subcontractor. The page title is "SUBCONTRACT - PROJECT / CONTRACT #". On the left is a navigation menu with "Contract" selected, and other options like "Enrollment", "ICW", "Payroll", "Documents", and "Reports". The main form area contains the following fields and controls:

- Contract No:** Text input field.
- Approval Status:** Text input field.
- Expected Start Date:** Date picker showing 08/01/2013.
- Exclude:** Checkmark.
- Business Name:** Text input field with "ABC Contractors Inc".
- NDA Status:** Dropdown menu.
- FEIN:** Text input field with "99-9991235".
- Contract Value:** Text input field with "5000000".
- Contact Info:**
  - First Name: John
  - Last Name: Smith
  - Phone: 954-419-2303
  - Fax: 954-419-2303
  - Email: jsmith@ecssi.com
- Payroll Contact Info:**
  - First Name: John
  - Last Name: Taylor
  - Phone: 954-419-2303
  - Fax: 954-419-2303
  - Email: jtaylor@ecssi.com

At the bottom of the form, there is a checkbox labeled "I have reviewed the information and agree that it is correct". To the right of the form are "DELETE" and "Add" buttons. At the bottom center is a yellow "Submit" button.

## 8.5 How to View List of Subcontractors

NEED TO ADD NEW SECTION

### 8.6 How to Report Payroll and Labor Hours

- Initial Payroll and Labor Hours “estimates” are provided during the Enrollment process, which was reviewed earlier in this manual.
- Actual Payroll and Labor Hours must be submitted to the Contractor Online Portal monthly from the start to the completion of the Contract/Project.

**CONTRACTOR ONLINE PORTAL**

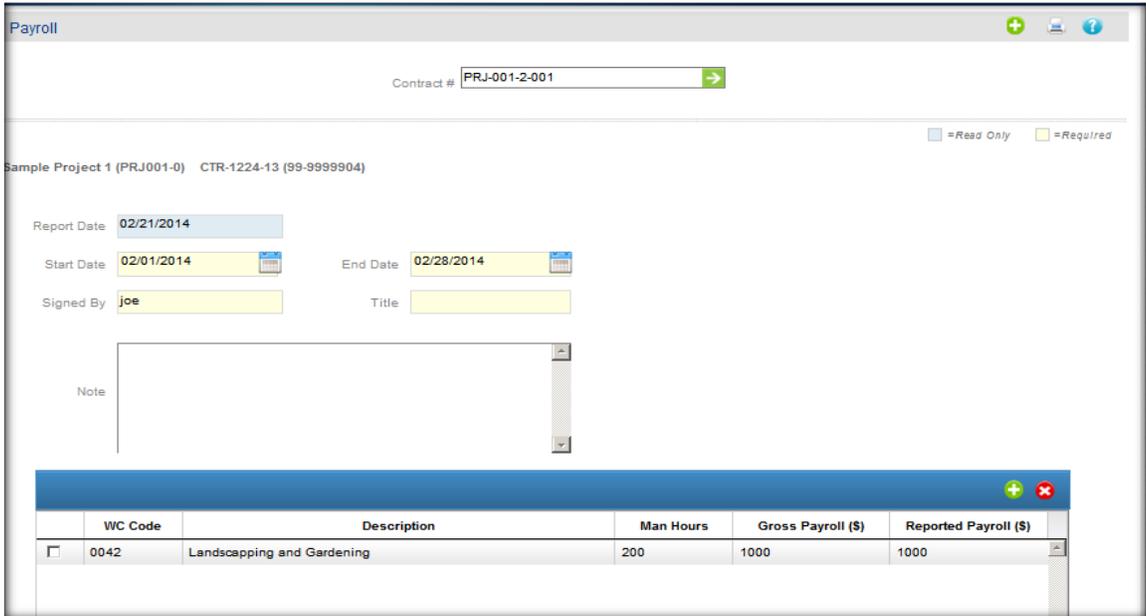
**MONTHLY REPORTS**  
 Payroll and Labor Hours **MUST** be reported on or before the 5<sup>th</sup> day of each month for the preceding month work

To submit actual Payroll and Labor Hours:

- 1) Payroll and Labor Hours entry screen can be accessed in either of the following ways:
  - Select the Contract# listed on the Home Screen, then Click on the Payroll button  
 Note: If any of your Contract #s are not listed, please contact the ROCIP Administrator to check the status of your enrollment.
  - or-
  - Click on Payroll sub-menu under Contract from the left menu of the screen



2) The Payroll Screen should now be open (illustration below).



- 3) If you selected the Contract# from the Home Screen, the Contract# will be pre-filled on the Payroll screen. If you accessed from the Payroll submenu, you must select the Contract# from the Contract search box.
- 4) Report Date: This is the current date and will be auto-filled by the system.

- 5) Start and End Dates: If this is the first payroll report, enter the “Start Date” by either manually typing in the date (MM/DD/YYYY) or by using the Calendar icon to select the date. Do the same for the End Date. When submitting subsequent payrolls during the Contract/Project, the Start Date will be auto-filled by the system based on the End Date of the previous report, the End Date needs to be entered manually for each submission.
- 6) Signed By: This entry will be pre-filled based on the User ID that is logged into the portal. Title may be manually entered in the Title box.
- 7) WC Codes: These will be auto-filled from the estimated payroll information entered during enrollment.
- 8) Adding a WC Code:
  - Click on the green plus button located above the Reported Payroll column
  - Enter the WC Code and Description in the respective boxes
  - You must enter a note in the Notes field explaining why you are entering payroll for a class code not included on your enrollment.
- 9) Deleting a WC Code: Click the Delete (x) icon located above the Reported Payroll column. You do not need to delete a WC Code if it will likely be used again on a future payroll report., you can simply enter a “0” for Man Hours
- 10) Man Hours: Enter the actual hours worked.
- 11) Gross Payroll: Enter the payroll value that include unburdened overtime pay.
- 12) Reported Payroll: Enter the payroll value excluding the premium (excess) portion for any overtime pay  

Example:           48 hrs x \$24/hr = \$1,152 -(gross payroll)  
                          8 hrs x \$12/hr (overtime premium) = \$96 (overtime pay)  
                          = \$1,152 - \$96 = \$1,056 (reported payroll)

  - Reported Payroll cannot be less than Man Hours, if the entries are incorrect you will receive an error message.
  - Reported Payroll cannot be greater than Gross Payroll, if the entries are incorrect you will receive a system error message.
- 13) Executive Officers, Partners/Sole Proprietors Payroll: Payroll values must factor in the State governed limitations.
- 14) If Payroll Start Date is before Contract/Project Start Date, you will receive a system error message. If you believe the Contract/Project Start Date is incorrect in the system, contact the ROCIP Administrator for assistance.
- 15) Click Submit button. Once the payroll and labor hours information has been submitted it cannot be changed. If you discover an error, contact the ROCIP Administrator.
- 16) To print, click Print button on the top right corner of Payroll screen. A PDF file will open displaying the details of the submitted Actual Payroll and Labor Hours.

## 8.7 How to Closeout a Project

When a Contractor has completed its Work at a Project Site and will no longer have on-site workers for that specific Project, the Contractor shall notify the ROCIP Administrator by taking the following steps in the Contractor Online Portal:

- 1) Enter final labor hours and payroll by clicking the box on the Monthly Payroll Screen.
- 2) Click on the Closeout Tab and verify total payroll and final contract value and complete closeout information
- 3) Enter “Notice of Completion Date”; this is the last date of physical labor at the Project Site
- 4) Enter a “Completion Signature”; this is the typed name of the person completing the closeout items in the portal.
- 5) Enter final Contract Value, this is final Construction Value
- 6) Verify final labor hours and payroll.

**Contract Close Out** ?

By completing the details below, you are indicating that your work on this project is complete and you no longer have any employees returning to the jobsite. Please refer to your Wrap Up manual to confirm whether or not a Non CIP COI is required to return to the jobsite.

Contract #: 201631723-10BW-01-08      Closeout Status: N/A

---

Notice of Completion Date\*

Completion Signature\*

**Final Closeout Information**

Final Contract Value\*

+
×

Refresh Payroll

<input type="checkbox"/>	Class Code	Final Man...	Final Payr...	Final Gro...
<input type="checkbox"/>	5183 - Plumbing NOC	97.00	\$4,441.56	^
		<b>97.00</b>	<b>\$4,441.56</b>	<b>\$0.00</b>

### Sub Contractor Details

**EXISTING SUBCONTRACTS**  
Please enter your subcontractor's final contract value.

Contract #	Contractor Name	Contract Status	Final CV (Report...	Final CV (Report...
No records to display.				

Are there any subcontractors that you hired for this project, that are not listed above, as EXISTING SUBCONTRACTORS? Select

**ADD SUBCONTRACTS**  
Please add a line and provide the details for any of your subcontractors that are not listed above.

<input type="checkbox"/>	Subcontra...	Sub's Start Date	Description o...	Contact Fi...	Contact L...	Contact...	Final Cont...
No records to display.							

**PRINT** **SUBMIT**

## 8.8 How to Run Reports

[in progress]

## 9. FREQUENTLY ASKED QUESTIONS

This FAQ section is split into section by topic to make it easier to find what you are looking for. The various sections are: General Topics | Enrollment Topics | Payroll Topics

### 9.1 General Topics

**Q1**

What is a “ROCIP”?

ROCIP stands for “Rolling Owner Controlled Insurance Program.” Once you are enrolled, this program provides you with various insurance coverages that are selected and paid for by DEN as the Owner of the program.

**Q2**

How do I get a sample Certificate of Insurance?

There is a sample COI in this manual and that document is also available on the Contractor Online Portal - or you can call the Wrap-up Service Center (866.684.9727) for assistance.

**Q3**

Where do I find my specific Workers’ Compensation Policy Number?

The DEN ROCIP Administrator will issue you a specific Workers’ Compensation policy for each specific project you are enrolled under. If you cannot find your policy number, contact the ROCIP Administrator for assistance.

**Q4**

Can I use the same policy number for multiple projects?

No, each project will have its own unique policy number.

**Q5**

What if my work is being done airside at DEN?

Each contractor considering work at DEN will need to understand DEN security and badging requirements specific to airside operations including permanent/temporary badging, airside driving and insurance, escorting, delivery logistics and turnstile/portal access. Additional information can be found here:

<http://business.flydenver.com/bizops/tenServices/security/index.asp>

You can also contact a member of the DEN Risk Management team listed in the ROCIP Insurance Manual for specific information.

**Q6**

If I see something of concern while working at the airport, is there an easy way to let someone know?

Yes! DEN uses the "See Say Airport" App.

This app enables DEN passengers, employees and contractors to report safety, security, and maintenance concerns directly to DEN. “See Say Airport” is free to download and available by searching for “See Say Airport” at both:

Apple App Store at : <https://www.apple.com/ios/app-store/>

Google Play at: <https://play.google.com>



## 9.2 Enrollment Topics

**Q1**

Why do I have to enroll?

All contractors, of all tiers, must enroll unless specifically ineligible or excluded from the program. DEN has provided a ROCIP for its large construction projects because it creates:

- a consistent and controlled level of insurance for all participating contractors
- opportunity to use DEN’s buying power for competitive rates that are guaranteed for the five-year period of any given ROCIP
- opportunity for smaller contractors to compete for projects and help Lead Contractors fulfill their requirements to include certified companies in the project
- single insurer responsibility for claims which greatly reduces legal expenses and other expenses related to claim disputes when multiple insurers are involved
- centralized and consistent loss control services

**Q2**

Is there a charge for it? I already have insurance.

DEN pays the cost of the ROCIP. You’re not “double-covered” as the ROCIP is onsite coverage only, and just for the project(s) you’re working on for DEN. You should receive credit from your insurance carrier for your ROCIP participation; DEN and its ROCIP Administrator will provide you with a Certificate of Insurance and copies of any necessary payroll reports, if needed, to obtain the insurance credits from your insurance provider.

**Q3**

What do I do if I am hiring subcontractors to work for me?

If you are required to enroll, your lower tier subcontractors must also enroll, prior to beginning work on site – there are a few exceptions that are detailed in this manual. Please provide the ROCIP Administrator with their contact information, and make sure they receive copies of the ROCIP Insurance Manual, ROCIP Safety Manual and ROCIP Claims Guide.

Q4

Can I enroll online? How do I get a USER ID and password?

DEN's ROCIP Administrator provides a Contractor Online Portal that can be used for a variety of tasks including ,enrollment payroll reporting, monitoring delinquencies for you or your subcontractors, accessing documents, etc. If you do not have login access, you can register through the Contractor Online Portal or by calling a ROCIP Administrator for assistance (instructions on how to register online and the contact information for ROCIP Administrators is detailed in the ROCIP Insurance Manual. (<https://ajg.vuewrapup.com/contractorportal>)

**CONTRACTOR  
ONLINE PORTAL**



Q5

I have been awarded a second contract for the same project. Do I need to complete another enrollment?

Yes, you will need to do a separate enrollment for each Contract you are awarded regardless if it is on the same project or not. HOWEVER, you will be able to select certain information from drop down menus from previously entered information to help speed up the process.

Q6

What is a Risk ID Number?

Whether from NCCI or your State WC Bureau, each company is assigned a tracking number for Workers' Compensation experience. It is typically assigned after a company has employed workers for three or more years. You or your insurance provider can typically access this number online through NCCI or your state bureau by searching with your FEIN or corporate name.

Q7

What exactly are Workers' Compensation Rate Pages?

Rate pages are the policy pages from your Workers' Compensation policy(ies) that show your Class Codes used to determine the premium for your policies. They must be from the policy period in which your Contract was issued and must to match the rates you entered on your Insurance Cost Worksheet. Your insurance provider will be able to easily assist you.

Q8

If one of my subcontractors is ineligible, excluded or exempted from enrolling under ROCIP do I still have to drug test their employees?

Yes. The ROCIP Safety Manual applies to all contractors working on DEN ROCIP-related projects.

Q9

My work on the project is complete. What do I do now?

All closeout items are to be completed by you in the Contractor Online Portal. Refer to the ROCIP Insurance Manual for detailed instructions.

### 9.3 Payroll Topics

Q1

How do I report payroll? Do you need certified reports? When is it due?

DEN does not collect certified payroll. You are required to report payroll using the Contractor Online Portal (<https://tsib.vuewrapup.com/contractorportal>). Reports are due by the 5th of each month for the preceding month work. See the ROCIP Insurance Manual for more detail.

Q2

How can I avoid getting a payroll delinquency notice?

Please be sure to cover all dates in the month from the date your ROCIP coverage began – even if it is a weekend or holiday, and no work is performed. Make sure your dates run consecutive from report to report. If one report ends on 12/31/2019, your next report needs to begin on 1/1/2020. Also, if you are not on site in any given month, you must submit a “ZERO” report for that month.

Q3

What’s the difference between “Gross” and “Reportable” payroll?

Reportable payroll does not include the premium portion of any overtime pay. Gross payroll includes the overtime pay.

# 10

## 10. ADDITIONAL RESOURCES

The following forms and resources may be accessed in this document by either scrolling within this document or clicking on the items in the below list to be directly linked to the item of interest.

- 10.1 Sample Certificate of Insurance**
- 10.2 Workers' Compensation Information and Designated Medical Provider Form (CO Form WC49)**
- 10.3 Workers' Compensation Worker Notice and Designated Medical Provider List Poster**
- 10.4 Workers' Compensation Notice of Injury Poster (CO Form WC50)**

# Exhibit D

PREVAILING WAGE SCHEDULES

Great Hall Project

Hensel Phelps

**CONTRACT NUMBER: 202053359-00**

**City and County of Denver**  
**Denver International Airport**  
Department of Aviation



**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.**

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](http://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**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
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](http://www.denvergov.org/Auditor) to view the Prevailing Wage Clarification Document for a list of complete classifications used.



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification & 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 **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO190002  
Superseded General Decision No. CO20180012  
Modification No. 5  
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 7 for reference.**

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](http://www.denvergov.org/humanresources)

"General Decision Number: CO20190002 09/27/2019

Superseded General Decision Number: CO20180012

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/22/2019
3	04/12/2019
4	05/10/2019
5	09/27/2019

ASBE0028-001 07/01/2018

Rates Fringes

Asbestos Workers/Insulator  
(Includes application of all insulating materials, protective coverings,

coatings and finishings to  
 all types of mechanical  
 systems).....\$ 31.73 14.23

-----  
 BRCO0007-004 01/01/2019

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

	Rates	Fringes
BRICKLAYER.....	\$ 29.52	10.48

-----  
 BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.88	10.34

-----  
 \* ELEC0012-004 06/01/2019

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over		
\$1,000,000.....	\$ 27.50	12.50+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	12.50+3%

-----  
 \* ELEC0068-001 06/01/2019

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

	Rates	Fringes
ELECTRICIAN.....	\$ 36.50	16.18

-----  
 ELEC0111-001 03/01/2019

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 20.41	13.75%+\$6.20
Line Equipment Operator.....	\$ 28.98	13.75%+\$6.20
Lineman and Welder.....	\$ 44.92	25.25%+\$5.75

-----  
 \* ELEC0113-002 06/01/2019

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 32.60	16.23

-----  
 \* ELEC0969-002 06/01/2019

MESA COUNTY

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

-----  
 ENGI0009-001 05/01/2018

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 28.57	10.70
Blade: Rough.....	\$ 28.25	10.70
Bulldozer.....	\$ 28.25	10.70
Cranes: 50 tons and under..	\$ 28.40	10.70
Cranes: 51 to 90 tons.....	\$ 28.57	10.70
Cranes: 91 to 140 tons.....	\$ 29.55	10.70
Cranes: 141 tons and over...	\$ 31.07	10.70
Forklift.....	\$ 27.87	10.70
Mechanic.....	\$ 28.73	10.70
Oiler.....	\$ 27.49	10.70
Scraper: Single bowl under 40 cubic yards.....	\$ 28.40	10.70
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 28.57	10.70
Trackhoe.....	\$ 28.40	10.70

-----  
 IRON0024-003 01/01/2019

	Rates	Fringes
Ironworkers:.....	\$ 29.85	21.76
Structural		

-----  
 LABO0086-001 05/01/2009

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

-----  
 PLUM0003-005 06/01/2017

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

Rates	Fringes
-------	---------

PLUMBER.....\$ 39.08 16.44

-----  
 PLUM0058-002 07/01/2018

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.75	14.85

-----  
 PLUM0058-008 07/01/2018

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.75	14.85

-----  
 PLUM0145-002 07/01/2016

MESA COUNTY

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

-----  
 PLUM0208-004 06/01/2016

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

	Rates	Fringes
PIPEFITTER.....	\$ 37.10	16.62

-----  
 SHEE0009-002 07/01/2018

	Rates	Fringes
Sheet metal worker.....	\$ 34.02	17.49

-----  
 TEAM0455-002 07/01/2018

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 21.41	4.32
Tandem/Semi and Water.....	\$ 22.04	4.32

-----  
 SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	

Carpenters:

Form Building and Setting...\$ 16.97	2.74
All Other Work.....\$ 15.14	3.37
Cement Mason/Concrete Finisher...\$ 17.31	2.85
IRONWORKER, REINFORCING.....\$ 18.83	3.90
Laborers:	
Common.....\$ 11.22	2.92
Flagger.....\$ 8.91	3.80
Landscape.....\$ 12.56	3.21
Painters:	
Brush, Roller & Spray.....\$ 15.81	3.26
Power equipment operators:	
Backhoe.....\$ 16.36	2.48
Front End Loader.....\$ 17.24	3.23
Skid Loader.....\$ 15.37	4.41

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

**Office of Human Resources  
Supplemental Rates  
(Specific to the Denver Projects)  
(Supp #74, Revised: 08-21-2019)**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$13.00	\$2.92
Laborer (Flagger)		\$13.00	\$3.80
Laborer (Landscape)		\$13.00	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

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



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification & Compensation Technician II  
**DATE:** August 21, 2019  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, May 10, 2019** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO190009  
Superseded General Decision No. CO20180019  
Modification No. 1  
Publication Date: 05/10/2019  
(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 7 for reference.**

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](http://www.denvergov.org/humanresources)

General Decision Number: CO190009 05/10/2019 CO9

Superseded General Decision Number: CO20180019

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019
1	05/10/2019

CARP9901-008 05/01/2018

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 25.50	9.47

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ELEC0068-016 03/01/2011

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

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

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

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

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

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 \* ENGI0009-008 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....	\$ 28.25	10.70
(3)-Loader (under 6 cu. yd.) Denver County.....	\$ 28.25	10.70
(3)-Motor Grader (blade- rough) Douglas County.....	\$ 28.25	10.70
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....	\$ 28.40	10.70
(4)-Loader (over 6 cu. yd) Denver County.....	\$ 28.40	10.70
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....	\$ 28.57	10.70
(5)-Motor Grader (blade- finish) Douglas County.....	\$ 28.57	10.70
(6)-Crane (91-140 tons).....	\$ 29.55	10.70

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 SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00

ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02	3.20
GUARDRAIL INSTALLER.....	\$ 12.89	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62	3.21
Douglas.....	\$ 13.89	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26	3.16
Mason Tender- Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)....	\$ 9.55	3.05
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers).....	\$ 12.43	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55

Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Groundsman

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

TRUCK DRIVER

Distributor		
Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27
Dump Truck		
Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27
Lowboy Truck.....	\$ 17.25	5.27
Mechanic.....	\$ 26.48	3.50
Multi-Purpose Specialty & Hoisting Truck		
Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88
Pickup and Pilot Car		
Denver.....	\$ 14.24	3.77
Douglas.....	\$ 16.43	3.68

Semi/Trailer Truck.....	\$ 18.39	4.13
Truck Mounted Attenuator....	\$ 12.43	3.22
Water Truck		
Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

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

**Office of Human Resources  
Supplemental Rtes  
(Specific to the Denver Projects)  
Revised 08/21/2019)**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Guard Rail Installer		\$13.00	\$3.20
Highway Parking Lot Striping: Painter		\$13.00	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$13.00	\$3.16
Laborer: Traffic Control (Flagger)		\$13.00	\$3.05
Laborer: Stationary Flags( excludes Flaggers)		\$13.00	\$3.22
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$13.00	\$3.22

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



TO: All Users of the City and County of Denver Prevailing Wage Schedules

FROM: Ryland Feno, OHR Compensation and Classification

DATE: September 19, 2019

SUBJECT: Latest Update to Prevailing Wage Schedules

Please find an attachment to this memorandum of all the current Office of Human Resources Prevailing Wage Schedules issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c). This schedule does not include the Davis-Bacon rates. The Davis-Bacon wage rates will continue to be published separately as they are announced.

Modification No. 147  
Publication Date: September 19, 2019  
(12 pages)

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

Attachments as listed above.

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](http://www.denvergov.org/humanresources)

**APPLIANCE MECHANIC**

**Effective Date:** 05-16-19  
**Last Revision:** 06-07-18

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Appliance Mechanic	\$23.21	\$7.16

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

The Appliance Mechanic installs, services and repairs stoves, refrigerators, dishwashing machines, exercise equipment and other electrical household or commercial appliances, using hand tools, test equipment and following wiring diagrams and manufacturer's specifications. Responsibilities include: connects appliance to power source and test meters, such as wattmeter, ammeter, or voltmeter, observes readings on meters and graphic recorders, examines appliance during operating cycle to detect excess vibration, overheating, fluid leaks and loose parts, and disassembles appliances and examines mechanical and electrical parts. Additional duties include: traces electrical circuits, following diagram and locates shorts and grounds, using ohmmeter, calibrates timers, thermostats and adjusts contact points, and cleans and washes parts, using wire brush, buffer, and solvent to remove carbon, grease and dust. Replaces worn or defective parts, such as switches, pumps, bearings, transmissions, belts, gears, blowers and defective wiring, repairs and adjusts appliance motors, reassembles appliance, adjusts pulleys and lubricates moving parts, using hand tools and lubricating equipment.

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

**BUILDING ENGINEER**

**Effective Date:** 08-15-19  
**Last Revision:** 04-05-18

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Building Engineer	\$29.55	\$7.89

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

**CONVEYANCE SYSTEM MAINTENANCE SERIES****Effective Date:** 09-19-19

Last Revision: 09-20-18

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Entry-Support Mechanic	\$24.44	\$7.36
Machinery Maintenance Mechanic	\$27.36	\$7.70
Controls System Technician	\$30.33	\$8.04

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

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

**Entry Support Mechanic**

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

**Machinery Maintenance Mechanic**

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

**Controls System Technician**

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

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

**CUSTODIANS**

**Effective Date: 01-17-19**

Last Revision: 01-18-18

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Custodian I	\$15.53	\$6.46 (Single) \$9.63 (Children) \$10.34 (2-party) \$13.52 (Family)
Custodian II	\$15.88	\$6.51 (Single) \$9.69 (Children) \$10.40 (2-party) \$13.58 (Family)

**Benefits and Overtime**

Parking	With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking.
RTD Bus Pass	Employer will provide employees with the Bus Pass or pay (\$0.23) per hour for travel differential.
Shift Differential	2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hour 3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hour
Overtime	Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee’s basic straight time hourly rate of pay.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Note	The Career Service Board in their public hearing on March 15, 2007 approved to amend prevailing wages paid to the Custodian as follows: “All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification.”

**Custodian I**

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

**Custodian II**

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

**DIA OIL & GAS**

**Effective Date:** 06-20-19  
**Last Revision:** 03-15-18

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Derrick Hand/Roustabout	\$14.04	\$6.10
Electrician	\$28.41	\$7.76
Mechanic	\$24.26	\$7.28
Pipefitter	\$25.62	\$7.44
Rig/Drill Operator	\$22.29	\$7.05
Truck Driver	\$22.95	\$7.13

**Heavy Equipment Mechanic**

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

**Pipefitter**

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

**Well Driller**

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

**Laborer**

The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash.

**Truckdriver**

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

**ELEVATOR MECHANIC**

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

**FINISHER & JOURNEYMAN**

TILE, MARBLE AND TERRAZZO

**Effective Date:** 06-20-19

Last Revision: 09-20-18

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Finisher	\$25.01	\$10.06
Journeyman	\$31.21	\$10.12

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

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

**FIRE EXTINGUISHER REPAIRER**

**Effective Date:** 07-19-19

Last Revision: 09-20-18

\*OHR pulled the wages in July of 2019 and data has remained the same so there is no recommendation to change the base wage or fringes.

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Fire Extinguisher Repairer	\$19.74	\$6.76

The Fire Extinguisher Repairer performs the following duties: repairs and tests fire extinguishers in repair shops and in establishments, such as factories, homes, garages, and office buildings, using hand tools and hydrostatic test equipment, this repairer dismantles extinguisher and examines tubing, horns, head gaskets, cutter disks, and other parts for defects, and replaces worn or damaged parts. Using hand tools, this repairer cleans extinguishers and recharges them with materials, (such as soda water and sulfuric acid, carbon tetrachloride, nitrogen or patented solutions); tests extinguishers for conformity with legal specifications using hydrostatic test equipment and may install cabinets and brackets to hold extinguishers.

**FUEL HANDLER SERIES****Effective Date: 11-15-18**

Last Revision: 01-18-18

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Fuel Distribution System Operator	\$23.31	\$7.17
Lead Fuel Distribution System Operator	\$24.37	\$7.29
Fuel Distribution System Mechanic	\$30.61	\$8.01
Lead Fuel Distribution System Mechanic	\$32.00	\$8.17

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

**Fuel Distribution System Operator**

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

**Lead Fuel Distribution System Operator**

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

**Fuel Distribution System Mechanic**

Maintains and repairs fuel storage and distribution systems, equipment and filtration systems, and differential pressure valves. Corrects leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Inspects electrical wiring, switches, and controls for safe-operating condition, grounding, and adjustment; may make minor repairs. Lubricates and repacks valves. Lubricates pumps, replaces gaskets, and corrects pumping equipment misalignment. May clean strainers and filters, service water separators, and check meters for correct delivery and calibration. Overhauls system components such as pressure regulating valves and excess valves. Disassembles, adjusts, aligns, and calibrates gauges and meters or replaces them. Removes and installs equipment such as filters and piping to modify system or repair and replace system component. Cleans fuel tanks and distribution lines. Removes corrosion and repaints surfaces. Overhauls vacuum and pressure vents, floating roof seals, hangers, and roof sumps. Some positions maintain fuel-servicing equipment such as hydrant and tanker trucks. Maintains record of inspections and repairs and other related paperwork as required.

**Lead Fuel Distribution System Mechanic**

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

These classifications are recommended to be inclusive and to supersede any previously adopted classifications.

**FURNITURE MOVERS**

Moving, Storage and Cartage Workers

**Effective Date:** 11-15-18

Last Revision: 01-18-18

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Laborer/Helper	\$17.36	\$6.48
Furniture Driver/Packer	\$17.43	\$6.49
Lead Furniture Mover	\$18.22	\$6.58

**GLYCOL FACILITY****Effective Date:** 06-20-19

Last Revision: 06-07-18

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
De-icing Facility Operator	\$27.64	\$7.67
Maintenance Mechanic	\$27.46	\$7.65
Glycol Plant Specialist	\$17.36	\$6.48

**De-icing Facility Operator**

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

**Maintenance Mechanic**

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

**Glycol Plant Specialist/Material Handling Laborer**

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

**PARKING ELECTRONICS TECHNICIAN****Effective Date: 11-15-18**

Last Revision: 12-07-17

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Parking Electronics Technician	\$24.35	\$7.29

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

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

**PEST CONTROLLER****Effective Date: 07-19-19**

Last Revision: 09-20-18

\*OHR pulled the wages in July of 2019 and data has remained the same so there is no recommendation to change the base wage or fringes.

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Pest Controller	\$20.41	\$6.84

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

**QUALITY CONTROL & ASSURANCE TECHNICIAN****Effective Date: 05-16-19**

Last Revision: 03-15-18

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Quality Control & Assurance Technician	\$23.85	\$7.23

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

**SIGN ERECTOR****Effective Date: 03-15-18**

Last Revision: 10-15-10

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Sign Erector	\$23.82	\$7.16

This classification of work erects, assembles, and/or maintains signs, sign structures and/or billboards using various tools. Erects pre-assembled illuminated signs on buildings or other structures according to sketches, drawings, or blueprints. Digs and fills holes, places poles. Bolts, screws. or nails sign panels to sign post or frame. Replaces or repairs damaged or worn

signs. May use welding equipment when installing sign. This classification is not a licensed electrician and therefore cannot make connections to power sources (i.e., provide exit lighting).

**TRANSIT TECHNICIANS**

**Effective 1-18-2018, the Transit Technician classification series and associated wages will no longer be published because these classifications are not being used at this time.**

**TREE TRIMMERS**

**Effective Date: 09-19-19**

Last Revision: **09-20-18**

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Tree Trimmer	\$20.55	\$6.91

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

**WINDOW CLEANER**

**Effective Date: 11-15-18**

Last Revision: 12-01-16

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Window Cleaner	\$26.04	\$8.36 (Single) \$11.76 (2-party) \$14.23 (Family)

**Benefits/Overtime**

Parking	With valid monthly parking receipt from approved parking lot, employees are reimbursed for the cost of parking. The employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	\$0.75 per hour for employees assigned to 3rd shift (11:00 p.m. to 7:00 a.m.)
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.25 per hour above highest paid employee under supervision
High Work	\$1.75 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	The Company will provide an Eco-Pass to all bargaining unit employees or pay \$.24 per hour for travel differential.
Note:	The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who

offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification.”



**Timothy M. O'Brien, CPA**  
Auditor

# City and County of Denver

201 West Colfax Avenue, Dept. 705 • Denver, Colorado 80202

720-913-5000 • Fax 720-913-5253 • [www.denvergov.org/auditor](http://www.denvergov.org/auditor)

TO: All Users of the City of Denver Living Wage

FROM: Timothy M. O'Brien, Denver Auditor

DATE: January 23, 2019

SUBJECT: Living Wage / D.R.M.C. 20-80

Workers covered under the living wage ordinance (D.R.M.C. 20-80) are persons employed by any contractor or subcontractor to the city, pursuant to a direct service contract with the City, engaged in the work of a parking lot attendant, security guard, or child care worker, at any public building or public parking facility owned by the city or clerical support worker.

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Effective Date: January 11, 2019

The current living wage is \$12.37.

Questions call: 720.913.5000 Prevailing Wage Section

# Exhibit E

SPECIAL CONDITIONS

Great Hall Project

Hensel Phelps

**CONTRACT NUMBER: 202053359-00**

**City and County of Denver**  
**Denver International Airport**  
Department of Aviation

## **SPECIAL CONDITIONS**

### **SC-1 CONSTRUCTION CONTRACT GENERAL CONDITIONS**

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

Office of the Cashier  
Wellington E. Webb Municipal Office Bldg. 201  
West Colfax Avenue  
Denver, CO 80202  
7:30 A.M. to 4:30 P.M.

The City will not supply any copies of the General Contract Conditions to the Contractor at City expense; however, the Contractor may access the General Conditions on the Internet at:

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

### **SC-2 CONSTRUCTION DOCUMENTS**

The City will provide the drawings, plans, and specifications applicable to the Work associated with each Task Order to the Contractor in electronic format at no expense to the Contractor.

### **SC-3 REVISIONS TO G.C. 201**

The second sentence of GC 201 is amended to read: “The unit responsible for this management and control is the Airport Great Hall Completion Office under the supervision of the Senior Vice President - Great Hall (the “SVP-GH”).

### **SC-4 CITY LINE OF AUTHORITY AND CONTACTS**

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

Chief Executive Officer (CEO). Executive Office, 9th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

Chief of Staff (COS). Executive Office, 9th Floor, Airport Office Building, 8500 Peña Boulevard, Denver, CO 80249.

SVP-GH who reports to the COS. Great Hall Project office, World Port building, 24735 E 75th Ave, Suite 104, Denver, CO 80249

SVP-GH, or his or her designee, shall be the City's representative who has day to day administrative responsibility of this Contract. All notices, requests, pay applications (pursuant to G.C. 902), and other correspondence from the Contractor shall be sent to the assigned SVP-GH unless otherwise provided in this Contract. The current SVP-GH for this Contract is: Michael Sheehan.

The COS may from time to time substitute a different City official as the designated SVP-GH hereunder, and any such change will be effective upon the issuance of written notice to the Contractor which identifies the successor SVP-GH.

**SC-5 CONTRACTOR PERFORMANCE; SUBCONTRACTING**

With respect to General Condition 501, the parties have expressly agreed that no subcontractor percentage is being set for this Contract however Contractor may not subcontract its overall management and administration of the Contract.

General Condition 501 is amended by the addition of the following as section 503:

The Contractor recognizes and accepts that the subcontractor and supplier selection and contracting procedures specified herein are intended to promote pricing or buyout of the Work which is fair and reasonable and, to the greatest extent practicable, is based on fair and open competition. As such, all Work, except for Work or Services included in the Contractor's Fee, the Contractor's General Conditions or Work performed by the Contractor with the prior written approval of the SVP-GH ("Self-Performed Work") shall be procured based upon competitive bids awarded to the lowest, responsive and qualified bidder and subcontracted to "Subcontractors" and "Suppliers," which may include Contractor Self-Performed Work in accordance with the General Conditions. Each Subcontractor and Supplier selection shall be reviewed by the City and the City reserves the right to reject any Subcontractor or Supplier in accordance with the terms and conditions of the General Conditions or in the event the City determines that the selection was not made after a competitive bid. Upon request of the Contractor as identified in the Task Order Proposal, the City may waive the competitive bid requirement of this Section with the express written approval of the SVP-GH.

**SC-6 COOPERATION WITH OTHERS**

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

**SC-7 PROSECUTION AND COMPLETION OF THE WORK:**

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

Special Contract Conditions.

If as a request for a proposal for a Task Order has been issued by the City to the Contractor for pricing, the Contractor agrees to review and price the Task Order within fourteen (14) consecutive calendar days, or at number of calendar days mutually agreeable to the City and Contractor from the date on the request.

**SC-8 TASK ORDER NOTICE TO PROCEED**

Following the issuance of any fully executed Task Order hereunder and Task Order Notice to Proceed, the Contractor shall commence Work within ten (10) consecutive calendar days of the date of the Task Order Notice to Proceed; however, no Work will commence on any project until such time as the Contractor has complied with all administrative requirements for that particular project and the Contractor has satisfied all bonding requirements for the particular Task Order. Thereafter the Contractor shall prosecute the Work to be accomplished under the Task Order at such time and place as the Task Order directs and shall fully complete in every detail all specified work in accordance with the terms and conditions of the Task Order and the provisions of these General Contract Conditions and Special Contract Conditions.

**SC-9 LIQUIDATED DAMAGES**

The Work shall be prosecuted in accordance with the Construction Schedule established in Exhibit L as may be amended via a Task Order. The Contractor shall anticipate situations which would cause difficulty in completing the Work within the time described in the Construction Schedule. If the Work is not completed on or before the applicable Milestone Completion date (the "Milestone Completion Date"), as set forth in the table below, the Contractor shall pay to the City as liquidated damages, and not as a penalty, an amount to be assessed as follows:

<b>Mod 2 Milestone</b>	<b>Amount</b>	<b>Milestone NTP Date</b>	<b>Milestone Completion Date</b>
Ticket Pod Steel Completion	\$1,000 daily	March 2, 2020	August 1, 2020
Ticketing Pods Completion	\$2,000 daily	March 2, 2020	August 3, 2021
Commissioning Completion	\$2,000 daily	July 1, 2020	August 27, 2021
Substantial Completion	\$5,000 daily	March 2, 2020	October 1, 2021

Contractor performance shall rely upon the Drawings and Technical Specifications as set forth in Exhibit L and clarified in the relevant Task Order.

The Contractor shall be issued Milestone NTPs in the relevant Task Order to start Work. If issuance of the Milestone NTP is later than the date set forth in the table above, then the Milestone Completion Date, as set forth in the table above, shall be extended on a day for day basis until the NTP is issued. If no Milestone NTP incorporating one or more of the Milestones above is issued, then Contractor shall not be liable for Liquidated Damages for failing to complete the Milestone by the Milestone Completion Date.

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

**SC-10 PRECONSTRUCTION MEETING**

Prior to the issuance of the first Task Order and the start of such work, the Contractor, and the City shall meet and resolve any and all issues that may pertain to the understanding of the terms and conditions of the contract. Individual pre-construction meetings will be held at the City's discretion on each issued Task Order prior to issuance of a Task Order Notice to Proceed for that Task Order.

**SC-11 SECURITY AND PERSONNEL ACCESS**

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

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

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

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

any amounts due and payable to the Contractor under this Contract.

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

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

**The importance of this special condition cannot be over-emphasized. Severe financial penalties as well as contract termination could result if airport perimeter security requirements are not strictly followed. The requirement to provide one hundred percent (100%) control and SUPERVISION of breaches in the airport's perimeter security boundary is absolute. At no time, during work and non-work hours shall any breaches in the airport's security PERIMETER be UNSUPERVISED and / or UNSECURED.**

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

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

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

DEN Contact: Glenn Spies  
(303) 342-4323

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

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

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

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

**SC-12 CONSTRUCTION ACCESS**

The Work will be located in the Jeppesen Terminal at Denver International Airport.

The City will not provide parking spaces for the Contractor's employees or subcontractor employees at the Airport, unless agreed to by the SVP-GH. Arrangements for transportation and parking for all of its and its subcontractor's employees will be the responsibility of the Contractor. The Task Order amount shall include any and all costs associated with the Contractor's and subcontractors' employee parking.

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

**SC-13 VEHICLE PERMITTING**

Vehicle access on the Airport Operation Area ("AOA") is controlled by and requires permission from the Airport Access Services Office. It is not anticipated that the Contractor will need to operate vehicles on the AOA to perform the Work. It is anticipated that access will be required to the secure baggage handling area of the Terminal or after hours on the Level 5 and/or 6 curbside as approved by the City. Only direct construction support vehicles and/or equipment will be allowed in the contractor's work areas or sites.

**SC-14 VENDORS AND SUPPLIERS**

The Contractor shall provide the SVP-GH's office with a list of its equipment/material vendors and suppliers for each Task Order. Vendors or suppliers shall access the construction work areas via the Contractor's access route, described in each Task Order. All delivery vehicles are subject to search.

**SC-15 COMMUNICATION DEVICES**

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

**SC-16 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**

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

**SC-17 ATTORNEY'S FEES**

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

**SC-18 THIRD PARTY REVIEW**

The City reserves the right to require third party validation of all prices and schedules. The City will contract and pay for the third-party validation review. If the validation exposes a deviation of greater than 10% for price and schedule then the Parties shall jointly review and resolve the price or schedule deviations.

**SC-19 SUBCONTRACTOR RELEASES**

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

**SC-20 ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS, FEDERAL PROVISIONS**

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

**SC-21 APPLICATIONS FOR AND PROGRESS PAYMENTS TO CONTRACTORS**

General Condition 902.3 is amended by the addition of the following:

As more fully set forth in the Task Order issued hereunder, progress payments for performance of any Work shall be based on completed work estimates and shall be subject to the following requirements:

1. The Contractor shall submit a complete and separate application for payment for the Work estimates of each Task Order performed during the specified billing period.
2. Each submitted estimate shall specify the percent of the Work complete. This percentage shall be certified by the SVP-GH or the Consulting Architect or Engineer, as appropriate.
3. Each estimate of work completed shall also specifically identify those

MBE/WBE Subcontractors or Suppliers that the Contractor is utilizing on the Project pursuant to the requirements of Article VII, Division 1 and 3 of Chapter 28, of the D.R.M.C.

4. Each estimate of work for each Task Order performed shall be submitted using a separate Application for Progress Payment Task Order Contracts (Form CM-18A), accompanied by either duplicate sets of verified Contractor's Certifications of Payment (Form CM-19), or by verified Partial Release of Contractor forms from each subcontractor and supplier (Form CM-26). Each estimate of work completed shall also be accompanied by:
  - a. A written schedule of values, which set out the quantities and costs for the Project and
  - b. The SVP-GH, or as applicable, Consulting Architect's or Engineer's estimated statement of the percentage of work completed for each line item of cost for which the City has promised to pay the Contractor. The Contractor shall also submit to the Auditor and other appropriate officials of the City, in a timely fashion, all information required by General Conditions Title 10.
5. The estimate of the percentage of estimate of work completed shall constitute a representation by the Contractor to the City that the Work has progressed to the point indicated; that the quality of the Work covered by the estimate is in accordance with the Contract Documents; that each obligation covered by the estimate (except as otherwise noted), and the payments required will be used to discharge such obligation unless previously discharged; and that the Contractor is entitled to payment in the amount requested. The SVP-GH or the Consulting Architect, Program Manager, or Engineer, as appropriate, with the assistance of input from the Project Construction Manager, in the event that such has been retained, will also verify the estimate of work completed prior to any acceptance by the City.
  - a. The contractor shall prepare and submit an application for progress payment invoice that provides a breakdown of the payment aligned to the contractor work scope defined and organized by Work Breakdown Structure (WBS) in approved the baseline schedule. This is to ensure alignment of invoiced cost to the beneficial scope of work as organized and defined in the WBS.
6. The Contractor warrants that:
  - a. Title to work covered by an estimate of work completed will pass to the City by incorporation into the completed work;
  - b. Work covered by previous estimates of work completed is free and clear of liens, claims, security interests or encumbrances, hereinafter referred

- to as “liens”, except for any interest created by retainage; and
- c. No work covered by an estimate of work completed will have been acquired by the Contractor, or any other person or entity performing work at the work site or furnishing materials or equipment for the Project and that no work covered by any estimate is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person or entity.
7. Approval of an estimate of work completed or actual payment shall not foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any estimate item.
  8. Pursuant to General Condition 908, applications for a reduction in retainage must be accompanied by Partial Release of Contractor forms from each subcontractor or supplier (Form LR-1).
  9. The final estimate for payment shall also be accompanied by Final Lien Release forms from each subcontractor and supplier (Form CM-70).
  10. Receipt of Contractor’s Certifications of Payment or Partial Lien Release forms by the City hereunder shall not act to impair the City’s Obligations imposed by C.R.S. 38-26-107 or successor statute.
  11. If the Contractor disputes a subcontractor’s and/or supplier’s entitlement to a portion of the previous month’s payment, the Contractor need not submit a Contractor’s Certificate of Payment or Partial Release for Contractors from such subcontractor and/or supplier. However, in lieu of such submittal, the Contractor shall submit to the City copies of a written communication from the Contractor to such subcontractor and/or supplier explaining the Contractor’s determination not to render payment to such subcontractor or supplier, together with proof of service of such written communication upon such subcontractor and/or supplier.

**SC-22 REVISIONS TO G.C. 1102**

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

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

**SC-23 DESCRIPTION OF TASK ORDER**

If the SVP-GH provides the Contractor with a Task Notice for Proposal (TNP) that describes the services/work to be provided for any Task Order, the Contractor shall respond to the City’s request for TNP within 2 working days by (1) visiting the proposed work site in the company of the SVP-GH or the SVP-GH’s authorized representative, or (2) establishing verbal contact with the SVP-GH or the SVP-GH’s authorized representative to further define the scope of the Work. The Contractor shall then furnish

a work plan and price proposal to the SVP-GH for all work described in the TNP. Time for the submittal of the work plan and proposal shall be identified on the TNP. The Contractor shall submit to the SVP-GH requests for site inspections and other investigations as necessary for its preparation of a work plan and proposal.

The work plan and proposal shall indicate, but not be limited to: a

- statement of the work to be accomplished
- discussion of the implementation process to include the method of operation, type of equipment, key personnel and subcontractors
- how quality of materials and workmanship will be established and maintained
- any additional design requirements
- special considerations schedule
- and keep milestones

The work shall be broken down according to CSI Divisions. Proposal line items will include quantities and units of work as well as man-hours and material cost perunit. It shall be subject to negotiation with the SVP-GH. Mark-ups will be applied in accordance with the Contract Documents. Costs for performance and payment bonds will be included as a separate item. The City will review the work plan proposal for completeness and negotiate conditions of performance with the Contractor. If suitable conditions of performance including price and time cannot be negotiated, a Task Order and Notice to Proceed will not be executed or if critical, may be performed on a time and material basis with the mark-ups included with this proposal applied. The City may utilize other means to procure the required work at any time.

Prior to submitting a work plan and price proposal, the Contractor shall inspect the work site and its surroundings. Requests for site visits shall be submitted to the SVP-GH. For purposes of the contract, it shall be conclusively presumed that the Contractor has made a thorough inspection of the site and has waived the right to claim extra payment or time extensions for conditions which would have been evident during that inspection. Because the Proposal information cannot be guaranteed, the Contractor shall have assumed the risks attendant to successful performance of the Work except for the risk of encountering differing site conditions which are defined in the General Conditions, and shall never make claim for additional payments or time extensions on the grounds that the nature or amount of work to be done was not understood by the Contractor at the time of submittal of the work plan and price proposal.

**SC-24 FUND AVAILABILITY**

Task Order approval and acceptance is contingent upon the availability of funding. Approved Task Orders issued under this contract will obligate funds.

**SC-25 TERMINATION OF CONTRACT FOR CAUSE**

GC 2201 is modified to add the following paragraph:

- N. Material disruption of Airport Operations without prior written approval.

## **SC-26 TASK ORDER PROCESS**

### **TASK ORDERS**

Upon review of any Contractor pricing submittal made pursuant to a Task Notice for Proposal, the City may, at its sole discretion, direct that the work described in the Task Notice for Proposal and priced by the Contractor be completed by issuance of a Task Order to the Contractor or reject the pricing submittal.

The City reserves the right to issue such a Task Order, at the price (either lump sum or time and material) and under the terms of the Contractor's pricing submittal, at any time before the expiration 120 consecutive calendar days from the date the pricing submittal was received by the City. If no Task Order is issued and the pricing submittal is not rejected within this period, the Contractor's pricing Proposal shall be deemed rejected by the City.

A Task Order shall not be issued and no work shall commence until such time as the Task Order is signed by the Contractor and all designated City officials and the Contractor has submitted a Payment and Performance Bond or Bond Change Rider for the Work satisfactory to the City Attorney and the CEO.

Upon issuance of a Task Order, the Contractor agrees to satisfactorily perform and complete all work or effort described in each issued Task Order or any subsequently issued Task Order Changes within the period of performance specified in the Task Order and Notice to Proceed plus such extensions of time as may be granted by the CEO in accordance with the provisions of this contract.

### **TASK ORDER CHANGES**

In accordance with all terms and conditions provided for standard change orders under General Contract Conditions 1101 et seq. CHANGE ORDERS and ADJUSTMENT TO CONTRACT AMOUNT, the City may issue Change Orders providing for deletions, additions and modifications to the Work under a duly issued Task Order. Change Orders must be issued on the Change Order or Change Order Directive Form, samples of which are included herein in the Contract Forms Section. In the event of a conflict between GC 1104.2 and the markups submitted by the Contractor identified in the Schedule of Prices and Quantities, regarding any pay item identified in GC 1104.2, the markups and rates submitted by the Contractor in the Schedule of Prices and Quantities shall prevail.

### **TASK ORDER CLOSEOUT**

After all work performed under each Task Order has been accepted hereunder, final payment and Task Order closeout shall be made in accordance with the terms and conditions of General Contract Condition 910 FINAL ESTIMATE AND PAYMENT. Except that, with the consent of the contractor, legal advertisement, pursuant to Article 26, Colorado Revised Statutes as amended may be held for Task Orders which do not exceed Fifteen Thousand Dollars (\$15,000.00) until such time as several such projects are completed and eligible for legal advertisement.

**CONTRACT CLOSE-OUT**

Following final closeout of all Task Orders performed hereunder, the Contract shall proceed to final contract closeout. Final contract closeout shall be completed in accordance with all procedures, terms and conditions set forth in the General Conditions except that final settlement and release or retention will be made upon completion of each Task Order rather than contract completion. In addition, Contractor shall execute a Final Receipt and provide a final contract closeout.

**SC-27 TASK ORDER DIRECTIVE**

A Task Order Directive is a written order, signed by the CEO or the CEO's designated representative, which directs the Contractor to commence a Task Order prior to complete agreement on or execution of a Task Order.

Upon receipt of a Task Order Directive, the Contractor shall immediately sign the Task Order Directive and return it to the SVP-GH and shall immediately proceed with performing the Work. The Contractor, within fifteen (15) days after receiving the Task Order Directive, shall provide the SVP-GH with a complete and itemized proposal which includes the estimated increase or decrease in the Contract Amount and/or Contract Time attributable to the planned work.

**Time and Materials**

- a. The City will identify a cost estimate or a Not to Exceed lump sum for the Work described in the Task Order Directive. If the maximum cost of the Work to be performed under the Task Order Directive has not been agreed upon and reduced to writing in the actual Task Order Directive, the Contractor shall proceed with such Work on a Time and Material basis through completion of the Task Order Directive or until the cost of the Work has been agreed upon for the Task Order Directive.
- b. Whenever Work is performed on a Time and Material basis, the Contractor shall fully document all costs associated with such work. Beginning with the first Day such Work is performed, and on a daily basis thereafter, the Contractor shall submit to the SVP-GH a daily itemization of all such costs in such form as the Project Manger may require.
- c. The final Task Order Directive amount performed on a Time and Material basis shall be calculated in accordance with the Schedule of Prices and Quantities indicated in this contract.

**SC-28 TASK ORDER DIRECTIVES AND CHANGE ORDER DIRECTIVES**

"Work", as defined in the General Conditions, shall include all work under any Task Order or Task Order Directive. Any reference in the General Conditions to "Change Directive" shall mean "Change Order Directive".

**SC-29 SUBCONTRACTOR**

The term "subcontractor" includes a labor pool.

**SC-30 NOTICE TO PROCEED AND COMPLETION OF THE WORK**

GC 302 is hereby deleted and replaced with the following:

- .1 A written Initial Notice to Proceed will be issued by the SVP-AIM to initiate the Contract only, and such Initial Notice to Proceed is not authorization for the Contractor to proceed with the Work or to proceed with mobilization. Thereafter, the SVP-GH may issue a Task Order and subsequent Task Order Notice To Proceed authorizing Work and/or mobilization.
- .2 Upon issuance of the Initial Notice to Proceed, the Contractor is allowed and authorized to incur reimbursable costs related to insurance not covered by the ROCIP, payment and performance bonds, and such other essential activities such as security access (vehicular access and personnel badging). Home office overhead, core staff and other allowable general conditions costs are not authorized under the initial Notice to Proceed.
- .3 Core staff and agreed upon general conditions' costs are authorized and allowed only for the time Work is authorized pursuant to a Second or subsequent Notice to Proceed and Task Order issued by the SVP-GH. These costs, in part, are identified on Schedule of Prices and Quantities attached hereto, related to the rates and charges mutually agreed upon by City and Contractor. Requests for Task Order pricing proposals will not authorize the contractor to accumulate reimbursable costs. Costs for Task Order proposal preparation and Task Order negotiation will not be reimbursable. Upon the final completion of Work under any subsequent Notice to Proceed, including a Second Notice to Proceed and/or Task Order, whichever is applicable, reimbursement for these costs expires unless otherwise agreed to in writing and authorized by the SVP-GH. Any costs which are not expressly agreed to by the SVP-GH shall be absorbed by the Contractor and shall be at the Contractor's own risk.
- .4 If any milestones are described in the Contract Documents, the Work described by each milestone shall be accomplished in accordance with the Contract Documents within the specified Contract Time, or in the alternative, if a Task Order is issued for Work, than the Work shall be accomplished in accordance with the Task Order and completed within the time set forth by said Task Order.

**SC-31 MOBILIZATION**

The Contractor, upon issuance of a Task Order, shall submit a detailed mobilization plan to the SVP-GH, or the SVP-GH's designee, setting forth the proposed location for mobilization, mobilization costs and equipment to be rented or purchased for the specific Work authorized. All such costs are subject to the approval of the SVP-GH, or the designee, and any equipment purchase or rental costs wherein the value of such equipment is paid for in excess of 90% of such value, then such equipment may, at the end of the Contract Time or Final Completion, whichever occurs earlier, become subject to ownership by the City (Airport) at City's option. Further, such equipment shall be used solely by the Contractor for Work under this Contract unless otherwise authorized by the SVP-GH. Such equipment shall not be used for personal uses or activities.

**SC-32 BONDS, SALES TAX AND INSURANCE**

Bonds, sales and use tax and insurance shall be paid at cost without mark up.

**SC-33 SUBCONTRACTOR PAYMENTS AND SUBCONTRACTOR RELEASES – REQUIRED USE OF THE B2G CONTRACT MANAGEMENT SYSTEM**

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

**SC-34 PROJECT CONTROLS REQUIREMENTS**

Contractor shall provide a schedule compatible with Primavera v.6 as more fully specified in a Task Order and a projected billings value curve for each Task Order sufficient to enable the City to report earned value for the Project.

**SC-35 PAYMENTS TO CONTRACTORS**

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

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

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

**Agency/Firm**  
DEN Division CA DEN  
Division PM DEN  
Division Director DEN  
Contract Svcs CA  
CCD Denver Prevailing Wage

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

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

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

# Exhibit F

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Great Hall Project

Hensel Phelps

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**City and County of Denver**  
**Denver International Airport**  
Department of Aviation

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# Exhibit G

PERFORMANCE BOND

Great Hall Project

Hensel Phelps

**CONTRACT NUMBER: 202053359-00**

**City and County of Denver**  
**Denver International Airport**  
Department of Aviation

**PERFORMANCE BOND**

Bond #107193154

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Hensel Phelps Construction Co., a general partnership organized under the laws of the State of Delaware, hereinafter referred to as the "Contractor" and Travelers Casualty and Surety Company, a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of One Hundred Thousand and No/100 Dollars (\$100,000.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

**WHEREAS**, the above Contractor has on the \_\_\_\_ day of \_\_\_\_\_, 2020, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the design, fabrication, construction, and installation of Contract No. 202053359-00, Great Hall Project, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor, which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

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

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

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

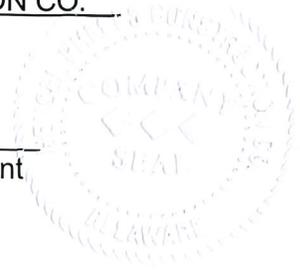
**PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby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

(End of Page)

**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

HENSEL PHELPS CONSTRUCTION CO.  
CONTRACTOR

By: Robert P. Majerus  
Robert P. Majerus, Vice President



TRAVELERS CASUALTY AND SURETY COMPANY  
SURETY

By: Kelly T. Urwiller  
Kelly T. Urwiller, Attorney-in-Fact

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

**CITY AND COUNTY OF DENVER**

By: \_\_\_\_\_  
MAYOR

By: \_\_\_\_\_  
Manager of Aviation

**APPROVED AS TO FORM:**

KRISTIN BRONSON  
Attorney for the City and County of Denver

By: \_\_\_\_\_  
Assistant City Attorney



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

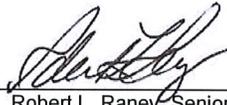
**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kelly T Urwiller** of **GREELEY**, **Colorado**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.  
**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

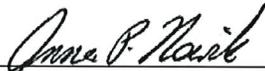
By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

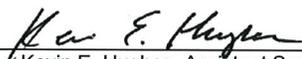
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

# Exhibit H

PAYMENT BOND  
Great Hall Project  
Hensel Phelps

**CONTRACT NUMBER: 202053359-00**

**City and County of Denver**  
**Denver International Airport**  
Department of Aviation

**PAYMENT BOND**

Bond #107193154

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, Hensel Phelps Construction Co., a general partnership organized under the laws of the State of Delaware, hereinafter referred to as the "Contractor" and Travelers Casualty and Surety Company, a corporation organized under the laws of the State of Connecticut and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "CITY", in the penal sum of One Hundred Thousand and No/100 Dollars (\$100,000.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above Contractor has on the \_\_\_\_ day of \_\_\_\_\_, 2020, entered into a written contract with the City for furnishing all labor, materials, tools, superintendence, and other facilities and accessories for the design, fabrication, construction and installation of Contract No. 202053359-00, Great Hall Project, Denver International Airport, in accordance with the Technical Specifications, Contract Drawings and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

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

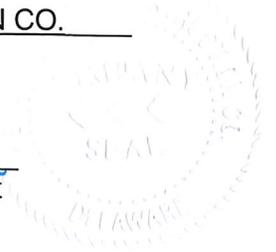
**PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby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

[END OF PAGE]

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

HENSEL PHELPS CONSTRUCTION CO.  
CONTRACTOR

By: *Robert P. Majerus*  
Robert P. Majerus, Vice President



TRAVELERS CASUALTY AND SURETY COMPANY  
SURETY

By: *Kelly T. Urwiller*  
Kelly T. Urwiller, Attorney-in-Fact

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

CITY AND COUNTY OF DENVER

By: \_\_\_\_\_  
MAYOR

By: \_\_\_\_\_  
Manager of Aviation

APPROVED AS TO FORM:

KRISTIN BRONSON  
Attorney for the City and County of Denver

By: \_\_\_\_\_  
Assistant City Attorney



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

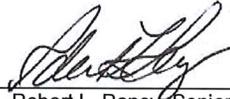
**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kelly T Urwiller** of **GREELEY**, **Colorado**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. **IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

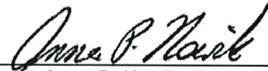
By:   
Robert L. Raney, Senior Vice President

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**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

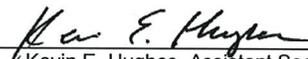
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

# Exhibit I

Workforce Requirements  
Great Hall Project  
Hensel Phelps

**CONTRACT NUMBER: 202053359-00**

**City and County of Denver**  
**Denver International Airport**  
Department of Aviation

1.0 Workforce Requirements.

1.1 Objectives of the Workforce Program: The City is committed to developing and implementing a Workforce Program for the Great Hall Project that will increase outreach, training, job opportunities to increase the employment of qualified construction workers.

2.0 Apprenticeship.

2.1 Overall Apprenticeship Requirement: A minimum of Five percent (5%) of Construction Hours will be performed by apprentices in registered apprenticeship programs (“Overall Apprenticeship Requirement”).

2.2 “Construction Hours” are the hours of every worker, mechanic or other laborer employed by Contractor or its subcontractors in the work of construction, alteration, improvement, maintenance or demolition as documented in LCPtracker.

2.3 Failure to Achieve Overall Apprenticeship Requirements.

2.3.1 Contractor must exercise good faith efforts to meet or exceed the Overall Apprenticeship Requirement. Contractor’s failure to deliver this scope item and achieve the stated Overall Apprenticeship Requirement as established by the apprentice work hours reflected in LCPtracker (or its replacement if LCPtracker is replaced) will result in a reduction in payment to Contractor. If Contractor does not meet or exceed the Overall Apprenticeship Requirement at substantial completion, the City will reduce contractor’s final payment by \$29 for each hour of apprentice work not achieved as reflected by LCPtracker up to a maximum of \$180,000. Contractor’s final payment shall not be reduced if it negotiates and the City approves a compliance plan.

3.0 Workforce Platform. Contractor shall utilize the City’s common workforce platform (“WORKNOW”) and coordinate its workforce efforts with any supporting program.

4.0 Workforce Plan. Contractor will draft a Workforce Plan that meets the requirements of the Contract, which shall be submitted to the City for review and approval. The Contractor shall comply with all requirements of its approved Workforce Plan. The approved Workforce Plan shall at a minimum address:

4.1 Specific additional actions Contractor will take to increase outreach, training, job opportunities and the employment of qualified construction workers.

4.2 Contractor’s commitment to coordinate and interface with WORKNOW.

- 4.3 Specific actions Contractor will take to meet the City's Apprenticeship Requirements.
  - 4.4 Mandatory Reporting Requirement: Periodic reporting of progress meeting specific goals consistent with the objectives of the Workforce Program including data on outreach, training, job opportunities and the employment apprentices.
  - 4.5 A Workforce coordinator who will be the central point of contact for workforce issues.
- 5.0 RTD Transit Pass. The Contractor agrees to provide RTD Transit Passes to any individuals who are part of this Workforce program.
- 5.1 The Transit Pass must include travel to and from Denver International Airport. All Transit Passes must be provided at no cost to the Workforce employee.

# Exhibit J

MWBE Utilization Plan  
Great Hall Project  
Hensel Phelps

**CONTRACT NUMBER: 202053359-00**

**City and County of Denver**  
**Denver International Airport**  
Department of Aviation

**CITY AND COUNTY OF DENVER  
DIVISION OF SMALL BUSINESS OPPORTUNITY**

**CONSTRUCTION CONTRACT COMPLIANCE PLAN  
FOR M/WBE PARTICIPATION**

**HENSEL PHELPS  
GREAT HALL PROJECT  
CONTRACT NO. 202053359-00**

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SECTION 2:	KEY PERSONNEL.....	2
SECTION 3:	STRUCTURING BID PACKAGES FOR M/WBE PARTICIPATION .....	3
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**CITY AND COUNTY OF DENVER  
DIVISION OF SMALL BUSINESS OPPORTUNITY**

**CONSTRUCTION CONTRACT COMPLIANCE PLAN  
FOR M/WBE PARTICIPATION**

**HENSEL PHELPS  
GREAT HALL PROJECT  
CONTRACT NO. 202053359-00**

**SECTION 1: INTRODUCTION**

- A. HENSEL PHELPS (the “Contractor”) submits this MWBE Compliance Plan to the Director of the Division of Small Business Opportunity (“Director”), as required by the Manager of Aviation in accordance to contract protocol. This outreach plan will align with the principals of 49 CFR Part 23 and 26, City of Denver ordinance and the City and County of Denver Small Business Office’s (DSBO).
- B. Under the City’s Ordinance No. 85, Series of 2014 (the “M/WBE Ordinance”), codified at §§ 28-51 to 28-83, D.R.M.C., the M/WBE participation goal for this construction contract is 18% and good faith solicitation level is 100%
- C. HENSEL PHELPS intends to take actions aimed at complying with the principles outlined in 49 CFR Part 23. HENSEL PHELPS is committed to compliance with the M/WBE Ordinance in its performance of the Contract. HENSEL PHELPS will continually pursue a level of M/WBE participation that equals or exceeds of the total construction price under the Contract.
- D. Because of the delivery method used for this Project, much of the work was already allocated to the Tier 1 Trade Partners and lower tiers, while other scope may not be ready for subcontracting at the time when HENSEL PHELPS is awarded the Contract. Therefore, this Compliance Plan provides for the M/WBE solicitation and subcontracting to be performed at this current state and after contract formation. The process by which HENSEL PHELPS will solicit, obtain, count and maintain participation by MBE and WBE firms for this Project under this Compliance Plan, will be same as the M/WBE Ordinance requires for CM/GC construction contracts.
- E. This MWBE Compliance Plan describes how the Hensel Phelps will address the project goal at the point where the project work is sufficiently defined that the process of obtaining or moving forward with current Tier 1 Trade Partners, lower tiers and suppliers can begin, by committing to utilize MBE/WBEs for the Project work, using the good faith efforts as defined by the M/WBE Ordinance.
- F. The delivery method for this project under the Contract is CM/GC.
- G. HENSEL PHELPS will deliver the construction work in phases. Due to the unique nature of the Great Hall Completion Project (GHCP), this plan addresses our intent to meet the project goal as it relates to Phase 1, for which the team is currently pending agreement. We will continue to update this plan on an annual basis to reflect the assignment of additional work throughout future Phases.

- H. HENSEL PHELPS is committed to implementing a comprehensive and innovative MWBE program to demonstrate success and build capacity on the Great Hall Completion Project. DEN/DSBO has established an MWBE project goal of 18% for construction participation. HENSEL PHELPS has committed to 18% for MWBE Construction participation for the first phase of the project as set forth by the City of Denver's Small Business Office (DSBO).

Phase 1	Construction
MWBE Goal	18%

Hensel Phelps' initial Phase 1 commitment will identify additional strategies to increase the participation of MWBEs and will implement procedures to ensure that this practice flows to all tiers. It is HENSEL PHELPS' philosophy that the success of the MWBE program for this project hinges on the development and implementation of a comprehensive and well-managed program and the dedication of sufficient resources on a continual basis that bring a well-rounded set of skills and expertise. Our MWBE Team Structure and Approach outline our plan for achieving these outcomes.

## SECTION 2: KEY PERSONNEL

HENSEL PHELPS MWBE efforts will be developed and executed by an MWBE Team who will bring their collective talents, experience, and lessons learned on other high-profile projects to mitigate mistakes and contribute to efficient and effective MWBE program execution on the DEN Concourse Expansion Project. The team has a combined 40 plus years of experience in their disciplines and in work directly related to the MWBE/ diversity outcomes of interest to DEN and DSBO.

**Ian McCusker**, 803.546.8391, [imccusker@henselphelps.com](mailto:imccusker@henselphelps.com), has been assigned as the Project Manager for this Contract. The Project Manager is responsible for the overall management of HENSEL PHELPS' performance of the Project.

**Maxine Pryor** of *Maxx Impact Group*, 720.470.5180, [mpryor@henselphelps.com](mailto:mpryor@henselphelps.com), is an MWBE Consultant and is responsible for carrying out the MWBE Plan, serving as the S/M/WBE Program Manager. The S/M/WBE Program Manager will manage outreach program design and implementation, compliance program monitoring and reporting, capacity building and supportive services and Workforce development initiative.

**Jack Peiffer**, 414.588.9593, [jpeiffer@henselphelps.com](mailto:jpeiffer@henselphelps.com), is the Project Engineer who will administer subcontracts and ensure that all documentation required by DSBO is prepared and maintained. The Project Engineer will coordinate the collection of DSBO documentation and monthly payroll reports from all Trade Partners and suppliers, including but not limited to M/WBEs.

**Lenae Koch**, 303.598.2211, [LKoch@henselphelps.com](mailto:LKoch@henselphelps.com) is the Project Development Director for the Plains District who will ensure compliance and support for the MWBE team and overall integrated efforts.

**SECTION 3: STRUCTURING BID PACKAGES FOR M/WBE PARTICIPATION**

A. HENSEL PHELPS has, and continues to, identify preliminarily packages of work to be subcontracted. As scopes are finalized, the team will present the anticipated dollar and percentages for the items identified as potential opportunities to maximize MWBE participation. It is the intent of the HENSEL PHELPS to meet or exceed the 18% participation Goal based on the current project scope.

**GOALS SCHEDULE CHART**



**HENSEL PHELPS**  
Plan. Build. Manage.

DEN Great Hall Completion Project - Phase 1  
M/WBE PROJECTION  
REVISION DATE: 01/17/2020

SCOPE OF WORK	TIER	TOTAL CONSTRUCTION VALUE		POTENTIAL M/WBE		ANTICIPATED M/WBE % OF OVERALL PROJECT \$
		ANTICIPATED TOTAL CONTRACT \$	ANTICIPATED TOTAL CONTRACT %	ESTIMATED M/WBE \$	ESTIMATED M/WBE % OF SCOPE	
General Requirements	1					
Testing & Inspections	1					
Demolition	1					
Concrete	1					
Masonry	1					
Structural Steel Erection	2					
Structural Steel Fabrication	2					
Misc. Metals	1					
Intumescent Fireproofing	1					
Rough Carpentry	1					
Millwork	2					
Interior Paneling	2					
Roofing	1					
Waterproofing & Sealants	1					
Metal Panels	2					
Fireproofing	2					
Glass & Glazing	1					
Dyrwall & Related	1					
Carpet, Resilient, Tile	1					
Terrazzo & Resinous	1					
Acoustical Ceilings	2					
Painting	1					
Misc. Specialties	2					
FF&E (FCI)	1					
FOH Baggage Equipment	2					
BOH Baggage Equipment	2					
FIDS Supports	1					
Elevators & Escalators	2					
Fire Protection	2					
Mechanical	2					
Electrical	2					
Site Concrete	1					
Site Utilities						
---						
SUBTOTAL						
GC / Insurance / Fees						
<b>TOTAL</b>					19.02%	19.02%

DRAFT

B. These packages will be reviewed and refined as the work for the Contract is further defined and ready for the process of subcontracting. Specifically, prior to advertising any package of work for bids or proposals, HENSEL PHELPS will review the work in detail, to determine the types of work that can be performed by M/WBE firms, with reference to the DSBO's database and directory of certified M/WBE firms, and will adjust its subcontracting packages to

maximize opportunities for M/WBE participation in such subcontracting, within economically feasible packages.

C. The following is an excerpt of the preliminary/draft schedule draft that HENSEL PHELPS will develop for the issuance of each bid package:

Name	Duration	Start	Finish	Predecessors	Successors	Total float	2020		
							M	M	J
Letter of Intent and/or Notice to Proceed	1d	2/3/2020	2/3/2020	1210	1250				
Prime Contract Negotiations	20d	2/3/2020	2/28/2020	1210	1240	13d			
Issue Prime Contract	1d	3/2/2020	3/2/2020	1230	1730	13d			
Subcontractor Purchasing Priority #1	20d	2/4/2020	3/2/2020	1220	4290, 1260, 1730, 1290, 5750, 4460				
Subcontractor Purchasing Priority #2	20d	3/3/2020	3/30/2020	1250	1270	360d			
Subcontractor Purchasing Priority #3	20d	3/31/2020	27/2020	1260		360d			
<b>Subcontractor Procurement</b>	<b>109d</b>	<b>11/21/2019 A</b>	<b>4/27/2020</b>			<b>360d</b>			
DEN Direction to Utilize Existing Subcontractors	1d	11/21/2019 A	11/21/2019 A	0070	1110				
Great Hall Phase 1 Budgeting Per Current Documents	1d	11/22/2019 A	12/16/2019	0001	1150				
Great Hall Phase 1 Budget Evaluations		12/17/2019	12/18/2019	1110	1170				
Budget Proposal Summary Development	1d	12/19/2019	12/19/2019	1150	1180				
Issue Budget Proposal to DEN	1d	12/20/2019	12/20/2019	1170	1190				
DEN Review of Budget Proposal	6d	12/23/2019	12/31/2019	1180	1200				
DEN Submit Budget Proposal to CCOD	1d	1/2/2020	1/2/2020	1190	1210				
Approval of Budget Proposal by CCOD	21d	1/3/2020	1/31/2020	1200	1220, 1230				

D. HENSEL PHELPS recognizes the uniqueness of this project as one where existing Tier 1 Trade Partners are being retained and not solicited directly by our team or managed from the Pre-Development Agreement (PDA) or Notice to Proceed (NTP) phases. Having not had the opportunity to solicit subs from the onset means having to ensure that existing Tier 1 Trade Partners on the Great Hall Project are ready, willing and able to perform as well as committed to meet the revised expectations set forth by DEN and DSBO. Actions that HENSEL PHELPS has taken to help transition these Tier 1 Trade Partners and manage outcomes include, but are not limited to:

- *Tier 1 Trade Partners Interviews/Purchasing Meeting*: Nontraditional, project specific purchasing meetings with existing Trade Partners to ensure their commitment to being reengaged on the Great Hall Project, maximizing MWBE participation and support for a project-wide Workforce Development effort.
- *Tier 1 Trade Partners Purchasing Meeting*: Traditional purchasing meetings to review Trade Partners’ specific scope revisions, including inclusions/exclusions/cost along with efforts to increase MWBE participation and areas of opportunity for Workforce Development activities – current and future
- *Scope/Cost/MWBE Plan Review Meetings*: Ongoing round of meetings to ensure that DEN’s most recent scope revisions are being reflected in the Tier 1 Trade Partner and lower tiers’ scope, budget and MWBE Utilization Plan

- E. HENSEL PHELPS will not use a project specific Prequalification process but instead will rely on an interview process with each firm to determining each bidder's qualification for prime and subcontracting opportunities. This approach allows us to help determine on a case by case basis whether MWBEs may be able to prime a specific trade package.
- F. HENSEL PHELPS will pursue different percentage goals for maximized M/WBE participation in each separate package of work put out for bids, based on the types of work and availability of certified M/WBE firms. HENSEL PHELPS is committed to the overall goal of 18% M/WBE participation in the total construction work amount.
- G. HENSEL PHELPS may consider, in order to maximize M/WBE participation, subcontracting the following types of work which it might ordinarily self-perform:
  - BIM
  - Concrete
  - MWBE Outreach
  - MWBE Compliance
  - Workforce Development
  - Select Project Management Elements
  - Staffing

**SECTION 4: COMMUNITY OUTREACH EFFORTS AND ADVERTISING TO M/WBE CERTIFIED FIRMS:**

**Outreach Plan Approach**

The success of the DEN Great Hall Completion Project is tied not only to delivering high quality, world-class terminal according to plan, schedule, and budget but also to meeting or exceeding the MWBE goals set forth by DSBO. HENSEL PHELPS understands the MWBE community's challenges with the lack of accessibility, exposure, and communication with the Tier 1 Trade Partners —both pre and post award and we are committed to improving their participation. Through a thoughtful and multi-layered approach, we will ensure inclusive outreach and public engagement, as we administer innovative strategies intended to disrupt the 'business as usual' thought processes and approach.

For HENSEL PHELPS, the processes and outcomes for increased community engagement must go beyond activities that involve more community stakeholders, but rather become a prominent organizational value that drives everyday decision-making processes.

**MWBE Directory**

HENSEL PHELPS will use the City's M/WBE directory and encourage all non-M/WBE Tier 1 Trade Partners to use the directory when soliciting any of their own Trade Partners or suppliers for the project. Additionally, we will offer to send out solicitations on behalf of our Tier 1 Trade Partners through our extensive database which will include not only the MWBEs from the City's directory but also:

- Firms that may be in the process of being certified
- DSBO's Outreach Team
- DEN Commerce Hub
- Industry/trade organizations
- Chamber of Commerce

- Community interest groups

## B. Certification

HENSEL PHELPS is pleased to align our efforts and support the City's goals of increasing the pool of MWBE certified firms. If during outreach efforts, the team encounters a firm which appears to be eligible for City M/WBE certification but is not so certified, the firm will be encouraged to pursue certification and directed to DSBO and other resource partners that can further assist them with the process.

## C. Advertisement and Solicitations

HENSEL PHELPS will implement a comprehensive M/WBE program which builds on past and current relationships and partnerships while implementing innovative strategies to create a competitive and vibrant environment. In order to solicit interest as early in the procurement process as feasible and allow the MWBEs to respond to the solicitation and submit a timely fashion HENSEL PHELPS will provide adequate detail about the plans, specifications, and contract requirements in a timely manner. Evidence of such advertisements will be maintained in our records.

### Electronic Resources

- 1) When work packages are ready for subcontracting, HENSEL PHELPS will publish notices in electronic resources such as the DEN Commerce Hub ([www.flydenver.com](http://www.flydenver.com)) website and newsletter, the DSBO website and newsletter as well as The Daily Journal and other local publications. The notice will identify subcontracting opportunities and specifically solicit City-certified M/WBE participation.
- 2) The HENSEL PHELPS website, Great Hall Project newsletter, [www.buildingconnected.com](http://www.buildingconnected.com) database and email campaign will also be utilized to advertise subcontracting opportunities along with notice of our upcoming events. HENSEL PHELPS will make great effort to ensure that we are giving interested MWBEs and the community at large advance notice of our outreach efforts.
  - Email Outreach to be managed through Mailchimp:
    - HENSEL PHELPS will create and send custom email campaigns including monthly newsletter, event announcements, reminders of upcoming events.
  - Event registration and Attendee lists to be managed through Eventbrite:
    - Events are also posted on our website and promoted through an email campaign in Mailchimp.
    - Custom registration form on Eventbrite page captures up-to-date contact info for all registrants
    - Eventbrite postings are kept public so that potential Trade Partners who aren't on our list can still find us and register.
    - Mailchimp integration with Eventbrite capabilities:
      - Attendees can sign up for our mailing list through event registration
      - We can easily send thank you and follow up emails to all attendees
      - We can track correlation between email outreach and event attendance
  - HENSEL PHELPS Existing Website
    - Maintain a mobile-adaptive website that engages potential bidders to follow the project and participate in future packages.
    - Direct links to the DSBO's website's Directory, Training Times, and Certification pages to be featured on our project page to increase ease of access.
    - Contact Form allows visitors to contact us directly with questions.
    - Regular updates ensure that event, deadline, and opportunity listings are current.

## Strategic Stakeholder Partnerships

- 1) HENSEL PHELPS has, and will continue to, partner with the local community and industry groups, agencies and Trade Partners and enhance the project brand and efforts through Open Houses, monthly meetings, annual event participation, outreach events, and small group trade-specific sessions as warranted at this stage in the project.
- 2) HENSEL PHELPS will also provide notice of solicitations to relevant organizations such as, but not limited to, the Colorado Black Chamber of Commerce/Black Construction Group (CBCC/BCG), Mountain Plains Minority Supplier Development Council (MPMSDC-Formerly known as Rocky Mountain Minority Supplier Development Council), Hispanic Contractors of Colorado (HCC), Conference of Minority Transportation Officials (COMTO) and the Colorado Women's Chamber of Commerce (CWCC). Notices will be published or provided no less than 10 calendar days before bids are due on the work.

### D. Pre-Bids

HENSEL PHELPS will conduct at least one pre-bid meeting for each package as announced in published notices, which all interested Trade Partners and suppliers may attend, at which the Team will present information and answer questions about the work. Evidence of such activities will be maintained as supporting, Good Faith Efforts documentation.

### E. Additional outreach efforts/Initiatives

HENSEL PHELPS will carry out extensive outreach effort in conjunction with DEN, CCD, DSBO, and other entities related to program. Elements of this outreach include:

1. Advertisements in select local publications for each scope of work. Evidence of such advertisements will be submitted as a part of the monthly Compliance Report
2. HENSEL PHELPS offers 24/7 advertisements via the [www.buildingconnected.com](http://www.buildingconnected.com) that facilitates 24/7 access to each subcontract package, drawing availability, and avenues to submit bid documents etc. for firms that are in the database. The invitation will be made in each newsletter, email campaign, etc. to join the database. Evidence of such advertisements will be submitted as a part of the monthly Compliance Report.
3. M/WBE outreach newsletters will be issued following each team sponsored Outreach event which provides the attendees list for networking purposes. The newsletter may also outline key upcoming events, include a copy of the event presentation, feature presenting Team members and community and/or stakeholder engagement efforts.
4. HENSEL PHELPS will meet with local Community and Trade Contractors associations to brief their leadership and constituents of project opportunities and timing. Bid Announcements and event notifications will also be disseminated to these organizations for further distribution to their members via their internal database/distribution lists.
5. HENSEL PHELPS shall leverage all available databases including: The City and County of Denver Office's MWBEs directory, the HENSEL PHELPS ever-expanding database and other Minority-focused Contractor databases. Trade Partners will also be required to utilize, at a minimum, the City's MWBE databases via flow down requirements. |

F. **RFP Packages/Process**

- 1) HENSEL PHELPS will develop a “Request for Proposal” package that is universal and applies to all team/project Outreach where opportunities are still available. The Request for Proposal will include a detailed “Instructions to Bidders” that outline the appropriate requirements for correct bid submission including point of contacts and proposal preparation requirements. Each RFP shall be supplemented by a scope of work document outlining all the specifics for that scope of work including the incorporation of this section into their MWBE Section and utilization plan. The goal for the scope of work document is to ensure that each Trade Partner clearly understands the expectations for that trade contract package including:
  - Scope of work
  - Schedule Requirements
  - Trade Partner Site logistics and phasing
  - Safety Requirements
  - Scope Coordination between Trades
  - MWBE program requirements
- 2) Tier 1 Trade Partners and lower tiers who receive an RFP will be given access to electronic files of plans and bid documents. They will also be able to visit with appropriate Estimators to discuss the proposed scope in detail during one-on-one Scope meetings.
- 3)
- 4) HENSEL PHELPS will include the City and DEN PMT on the drafts of all scope of work exhibits to be sent to the Market so that the City and PMT have opportunity to comment as desired and that compliance with program requirements is ensured. Where existing trade partners are not utilized from former developer, HENSEL PHELPS will present an “Owner Award Authorization” that recaps the bid results and status checks the actual M/WBE participation against the planned M/WBE participation for that particular trade. HENSEL PHELPS’ goal is to keep the City and PMT informed of progress with each step of procurement by submitting a on a regular/monthly basis.

HENSEL PHELPS will direct firms who have expressed interest to the appropriate Trade Partners where the work has already been awarded. For opportunities that remain available We will include them into our building connected dataset for future notifications

- 5) Tier 1 Trade Partners will be sent the contact information for all interested MWBE firms

G. **Notice of Selection**

HENSEL PHELPS will send to each bidder/proposer, a Notice of Selection for each subcontract for which it solicited M/WBE participation, no later than 30 days after it has entered into the subcontract, so that unsuccessful bidders/proposers are aware of the result of the bid/proposal process

H. **HENSEL PHELPS Internal MWBE Training**

HENSEL PHELPS will provide MWBE outreach training to internal project staff to further promote inclusivity as an organizational value as well as to ensure that it is at the forefront of driving everyday decision-making at the levels most often overlooked. Aligning our MWBE outreach activities with *Executive Order 101 Diversity and Inclusivity in City Solicitations* will help to ensure program compliance, seamless team integration and innovative approach with our outreach, procurement and compliance processes. While the OEs are trained in MWBE procurement activities, Hensel Phelps

will review this project's unique MWBE outreach objectives and best practices as well as pre-Bid phase engagement strategies, program compliance documentation and DEN/DSBO prioritized objectives.

## **I. Outreach Events and Activities**

### **HENSEL PHELPS Hosted Meeting and Events**

1. *Joint Outreach events with DEN* - HENSEL PHELPS collaborates with the Commerce Hub and participates in the DEN-hosted *DEN Days/Concourse Expansion Construction Industry Forums* which are designed to introduce the project team and highlight key contracting needs and opportunities while also providing crucial information about how to work with DEN.
2. *HENSEL PHELPS Hosted/Open House Outreach Events* - Focus is on project updates, large packages and a broad overview. Tier 1 Trade Partners to provide opportunity updates, decision making team members, and one-on-one sessions will be scheduled where subs will have the opportunity to leave the event with a calendar commitment for immediate follow-up and scope review.
3. *Technical Assistance Program (TAP)*. The HENSEL PHELPS national TAP program our top-down commitment to effective trade partnership and is specifically designed to connect leaders within trade organizations with key contacts at HENSEL PHELPS. The program exists to better equip small business trade partners to work on our contracts and to help prepare them for future growth. During the five-hour program, diversity professionals and subject matter experts from HENSEL PHELPS cover topics that include procurement, estimating, safety, quality control and project management.
4. *Pre-Bid Meetings* - HENSEL PHELPS hosts trade-specific Pre-Bid meetings attended by MWBE firms to provide a forum for smaller groups to ask questions about the various scopes in more detail. Advisements of Flow-down requirements, best practices and FAQs are shared in detail.
5. *Office Hours* – Scope specific and targeted training and/or one-on-one sessions to address inquiries, needs or issues will be made available to MWBE firms that are in pursuit of an opportunity with HENSEL PHELPS.

### **Community Hosted Outreach Meetings and Events**

In addition to hosting and attending meetings, events, and trainings, HENSEL PHELPS will also attend and/or sponsor activities associated with the MWBE contracting community and participate in appropriate functions as a way to build relationships and increase awareness of opportunities and participation on the DEN Concourse Expansion Project. The following are events that we've already supported and intend to support over the 1st quarter of 2020:

### **Past Outreach Activities 2019**

- 11/19/2019 Construction Empowerment Initiative
- 11/20/2019 Hispanic Contractors of Colorado (HCC) Monthly Dinner

- 12/11/2019 Hispanic Contractors of Colorado (HCC) GMM Dinner: Cake Auction/Annual Holiday Social
- 01/15/2020 Hispanic Contractors of Colorado (HCC) Monthly Dinner
- 01/30/20 HCC Women In Leadership Breakfast

**Upcoming/Pending Outreach Activities Q1 2020**

- 02/10/20 Garrett A. Morgan Youth Career Shadow Day
- 02/11/20 Colorado Black Chamber of Commerce BCG (Black Construction Group) Monthly Meeting
- 02/11/20 HCC Aviation Committee Monthly Meeting
- 02/15/20 Hispanic Contractors of Colorado (HCC) Annual Gala
- 02/19/19 HCC GMM Dinner
- 02/20/20 COMTO Colorado Monthly Meeting
- 03/10/20 HCC Aviation Committee Monthly Meeting
- 03/10/20 Colorado Black Chamber of Commerce BCG (Black Construction Group) Monthly Meeting
- 03/18/20 HCC GMM Dinner
- 03/19/20 COMTO Colorado Monthly Meeting

**SECTION 5: M/WBE PARTICIPATION; MAINTAINING COMMITMENTS**

- A. When issuing each work package for bid under the Contract, the HENSEL PHELPS will make a Good Faith Effort to meet or exceed the goal percentage of M/WBE participation which it has identified for that package. The minimum level of these efforts is specified in § 28-62(b), D.R.M.C. and Rule VII(B). They may include, but will not be limited to, the outreach activities identified in Section 4 above.
- B. HENSEL PHELPS will document its efforts to select appropriate materials, services, and construction functions and activities to be performed by M/WBEs in order to achieve the goals and submit such documentation to DSBO upon request by DSBO or as required. HENSEL PHELPS, DSBO and DEN will work together to develop requirements for routine reporting. When requested by DSBO, HENSEL PHELPS will submit bid packages and bid tabulation sheets where appropriate to DSBO for review and comment.
- C. HENSEL PHELPS will report to DSBO the total M/WBE participation obtained for each bid package as a part of the monthly compliance report for such work, HENSEL PHELPS will submit to DSBO, for each M/WBE trade partner or supplier with whom it contracts, a Letter of Intent and other required documentation.
- D. HENSEL PHELPS acknowledges that it has a continuing duty, under 49 CFR part 23 to maintain, throughout the duration of the contract, compliance with the level of M/WBE participation committed to under any approved M/WBE Plan. However, at this stage it is recognized that the M/WBE plan is based on forecasts. HENSEL PHELPS, DSBO and DEN also recognize that the volatility of the participation is dependent upon the final Phase 1 Scope as well as the availability of the M/WBE firms. Never-the-less, HENSEL PHELPS will

work to adjust as necessary in order to remain in compliance with the overall MWBE participation goal.

To ensure maximum MWBE participation during the project's transition period, HENSEL PHELPS met with individual Tier 1 Trade partners from the former Great Hall agreement and advised them that meaningful MWBE utilization would be a key determinant for the continuation of their engagement on the Great Hall Project. Likewise, new Trade Partners will also be informed that credible MWBE utilization will be a key determinant in bid evaluation. HENSEL PHELPS will conduct the following activities to ensure positive efforts are made to include meaningful and commercially useful participation by MWBEs on the Great Hall Project:

- Meet as needed with HENSEL PHELPS Primes, and lower tier subs to discuss opportunities, bid packages, progress towards goals, issues, etc.
- Meet with lower tier subs to discuss overall project scope changes, MWBE opportunity updates, bid packages, progress towards goals, issues, etc.
- Identify available MWBE certified firms by scope and refer to OEs and Tier 1 Trade Partners for inclusion in bid process
- Inform Trade Partners that credible MWBE utilization will be a key component in bid evaluation and best value determination
- Review Tier 1 Trade Partner's efforts to identify and negotiate with MWBEs; and include any reasons for nonacceptance
- Identify any sole source goods and services or highly specialized scopes of work that might preclude or minimize MWBE participation

HENSEL PHELPS will document its efforts to obtain M/WBE participation for each work package and submit such documentation to DSBO upon request by DSBO at any time. HENSEL PHELPS acknowledges that it may meet or exceed a percentage goal for M/WBE participation on one or more work packages but fall short of meeting the participation goal for the total construction contract amount. Therefore HENSEL PHELPS intends to demonstrate good faith effort, consistent with § 28-62(b), D.R.M.C., to obtain M/WBE participation for each bid package under the contract, except for bid packages which are subject to a "modified good faith effort" under § 28-75(c), D.R.M.C., in which case HENSEL PHELPS must be able to demonstrate its compliance with the requirements of § 28-75(c), D.R.M.C. Sections 28-62(b) and 28-75(c), D.R.M.C., are attached to this Compliance Plan as Attachment 1, for convenient reference.

- E. The M/WBE participation percentage will be calculated by dividing the total value of the M/WBE participation by the total contract amount for the project, including all change orders. HENSEL PHELPS will count M/WBE participation according to the M/WBE Ordinance, including § 28-63, D.R.M.C., and Rule VII(C).
- F. As required by D.R.M.C. § 28-73, HENSEL PHELPS shall immediately inform the DSBO in writing of any agreed-upon increase or decrease in the scope of work of the Contract, regardless of whether it has been reduced to writing at the time of notification. Any increase in the scope of work which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MBE or WBE under any subcontract, shall be contemporaneously submitted to the DSBO. Those changes to the scope of work that cannot be performed by existing project participants (HENSEL PHELPS,

Trade Partners, suppliers, etc.) shall be subject to a goal for MBEs and WBEs equal to the original committed goal. HENSEL PHELPS shall satisfy the goal for the changed scope of work by soliciting new MBEs or WBEs in accordance with § 28-60, D.R.M.C, and shall show each element of modified good faith that is stated in § 28-75(c), D.R.M.C. HENSEL PHELPS shall provide to the Director the documentation described in § 28-75(c) with respect to the increased dollar value of the contract.

- G. HENSEL PHELPS will comply with the provisions of § 28-75 as to the replacement of a WBE or MBE on the Project.
- H. HENSEL PHELPS acknowledges that it has a continuing duty, under D.R.M.C. §§ 28-72, 28-73, and 28-75, to maintain, throughout the duration of the contract, compliance with the level of MBE and WBE participation committed to under any approved compliance plan, and that such commitment is a material condition of the Contract.

**SECTION 6: COMPLIANCE DOCUMENTS AND REPORTING**

A. HENSEL PHELPS is committed to working with DSBO to create the infrastructure to administer contract compliance on the Great Hall project that is reflective of the principles of the M/WBE ordinance and will ensure success in reaching the Great Hall Project’s M/WBE participation goals. HENSEL PHELPS will utilize standardized tracking, monitoring, documentation and systematic reporting completed and submitted monthly or when otherwise required by DSBO. These practices will flow down to all tiers of the Great Hall Project. HENSEL PHELPS will ensure that the following required documents and DSBO forms are submitted by Trade Partners, particularly for M/WB engagement:

- 1. Prime contractor background information form\*
- 2. DSBO Schedule of Work form\*
- 3. Subcontractor background information form for all subcontractors\*
- 4. M/WBE Letters of Intent
- 5. Monthly contractor’s certification of payment forms (participation report)
- 6. DSBO change order forms
- 7. M/WBE final lien release forms
- 8. B2G online payment verification

(\*due at NTP + 5 days; revisions as required)

B. HENSEL PHELPS will document its progress in seeking and obtaining M/WBE participation as required by DSBO. Records of the Tier 1 Trade Partners’ efforts to solicit M/WBE partner and supplier participation, will be maintained and reported monthly to DSBO, or as otherwise required, including:

- 1. Dates of solicitation
- 2. Names, addresses and telephone numbers of all M/WBE firms contacted.
- 3. Description of efforts made to contact M/WBE firms.
- 4. Description of information provided to M/WBE firms.
- 5. Description of the process and outcome.
- 6. Advertisements soliciting bids from M/WBE firms in local community publications or construction industry related publications.

7. Schedules of prebid meetings to inform M/WBE and non-M/WBE Trade Partners and suppliers of opportunities to participate.
8. Evidence that the Tier 1 Trade Partner provided M/WBE lower tiers and suppliers necessary access to and adequate time to review all project documents.
9. All other documentation required to establish the Trade Partners' compliance with the good faith efforts required by City ordinance, specifically the items enumerated in subsections 28-62(b)(2) through 28-62(b)(10). D.R.M.C.

## **SECTION 7: PLAN ADMINISTRATION; MONITORING; CLOSEOUT**

- A. DSBO shall have prompt, full and complete access to all HENSEL PHELPS and Trade Partner personnel, books and records required to monitor and assure performance of this Compliance Plan.
- B. HENSEL PHELPS' personnel identified in Section 2 above, will be responsible for administering and monitoring the Trade Partners' performance of this Compliance Plan.
- C. Actual M/WBE participation will be calculated in accordance with the M/WBE Ordinance, including § 28-63, D.R.M.C., and applicable Rules. HENSEL PHELPS will submit to DSBO a monthly tracking report demonstrating the M/WBE participation that has been achieved. .
- D. The following milestones for review and reconciliation of M/WBE participation will be observed during the contract annually in December.
- E. HENSEL PHELPS acknowledges that the City may impose monetary penalties and/or withhold payment in the event of HENSEL PHELPS' non-compliance with the M/WBE Ordinance and this Compliance Plan.
- F. HENSEL PHELPS will use the following methodology for final reconciliation of M/WBE participation performance achieved during the Contract term, measured against the established project goal. HENSEL PHELPS will present copies of all signed DSBO Final Lien Release forms for MWBE firms utilized for participation on the Contract. DSBO will compare the Final Monthly Participation Report submitted by HENSEL PHELPS to determine if the Final Lien Release dollar figures match what is contained within the Final Monthly Participation Report. Final Compliance shall be achieved when HENSEL PHELPS establishes to the Director's satisfaction, that it has remitted payments to M/WBE firms utilized on the Project; that it utilized M/WBE firms in accordance with each such firm's Letter of Intent; and that the amount of payments to M/WBE firms equals or exceeds the assigned M/WBE goal for the total amount of the Contract. Failure to achieve final compliance may subject HENSEL PHELPS to sanctions, in accordance with D.R.M.C, Section 28-77. As provided in such ordinance, sanctions may include, but are not limited to, assessment by the Director of a monetary penalty against HENSEL PHELPS in an amount not more than 150% of the contract amount for each MBE or WBE involved. Any such monetary penalty leveled by the Director shall be withheld from the final payment due to HENSEL PHELPS and any amount that remains due and owing to the City may be collected pursuant to D.R.M.C., Section 28-77. HENSEL PHELPS may seek review of any such determination by the Director to levy sanctions through the dispute resolution process set forth in the Construction Contract.

*Perform MWBE Contract Close-out Activities*

HENSEL PHELPS will initiate contract close out activities of each Trade Partner upon completion of their scope of work.

- Upon approval by DEN and the receipt of final closeout documents from all parties, final payments for each MWBE Trade Partner will be issued.
- The final contract amount and amount to be paid will be determined by the final subcontract value less previous payments and will be forwarded on our final report to DSBO.
- A Final Task Order Summary Report will be submitted to the DSBO with all required descriptive information on the MWBE, including contract amendments and total amounts paid-to-date.

G. HENSEL PHELPS will comply with the provisions of § 28-75 as to the replacement of a WBE or MBE on the Project.

H. HENSEL PHELPS acknowledges that it has a continuing duty, under D.R.M.C. §§ 28-72, 28-73, and 28-75, to maintain, throughout the duration of the contract, compliance with the level of MBE and WBE participation committed to under any approved compliance plan, and that such commitment is a material condition of the Contract.

**SECTION 8: NON-COMPLIANCE; SANCTIONS; REMEDIATION PLAN**

- A. At all times, DSBO shall monitor HENSEL PHELPS's compliance with this Plan and the M/WBE Ordinance and Rules. HENSEL PHELPS shall fully cooperate with DSBO's compliance monitoring and auditing efforts, including DSBO's investigation of any alleged or suspected non-compliance by HENSEL PHELPS.
- B. If the Director has reason to believe that HENSEL PHELPS is not in compliance with this Plan or with the M/WBE Ordinance, the Director shall give HENSEL PHELPS written notice of non-compliance, citing the reasons why HENSEL PHELPS is not in compliance, and giving HENSEL PHELPS thirty (30) days in which to submit a remediation plan for the Director's review and acceptance. The remediation plan shall demonstrate how HENSEL PHELPS will cure such non-compliance, and if such non-compliance consists of failure to obtain or maintain M/WBE participation at the committed level, that HENSEL PHELPS' M/WBE participation level will again achieve the committed level, and that HENSEL PHELPS will ultimately achieve the committed participation goal for the contract..
- C. HENSEL PHELPS shall, within such thirty (30) day period, deliver to the Director a written remediation plan the Director's review and approval.
- D. The Director may issue a written determination of non-compliance and the sanction which the Director has elected to impose as a consequence:
  - (1) If HENSEL PHELPS does not respond within the time allowed; or
  - (2) If HENSEL PHELPS fails to submit a satisfactory remediation plan; or
  - (3) If HENSEL PHELPS submits an acceptable remediation plan but thereafter fails to comply with the plan.

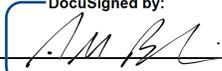
- E. HENSEL PHELPS may contest a determination issued under Section 8(D), by requesting a hearing within 30 days after the date of such determination, as provided in § 28-33, D.R.M.C.

**SECTION 9: MEDIATION**

HENSEL PHELPS will provide a process to resolve disputes that occur between a MBE or WBE and any non-M/WBE Trade Partners or suppliers under the Contract. HENSEL PHELPS will document such disputes and inform DSBO of the steps HENSEL PHELPS' plans to take to resolve the dispute. HENSEL PHELPS may ask DSBO to assist in the resolution process it has developed. HENSEL PHELPS will document and notify DSBO if those disputes have been resolved and inform DSBO of any disputes it was unable to resolve. DSBO will notify HENSEL PHELPS of any complaints received by DSBO from M/WBE firms regarding a dispute they are experiencing with either a Trade Partner or HENSEL PHELPS.

IN WITNESS WHEREOF, HENSEL PHELPS has executed and agrees to abide by the terms of this Compliance Plan as of the 4th day of February 2020.

HENSEL PHELPS

By:  February 4, 2020 | 9:33 AM MST  
DocuSigned by:  
9D87D50712A3486...

## ATTACHMENT 1

### EXCERPTS FROM DENVER REVISED MUNICIPAL CODE *Sections 28-62(b) and 28-75(c), D.R.M.C*

#### **Sec. 28-62. Same--Good faith efforts.**

(b) The statement of good faith efforts shall include a specific response and verification with respect to each of the following good faith effort categories, which may be further defined by rule or regulation. A bidder or proposer may include any additional information it believes may be relevant. Failure of a bidder or proposer to show good faith efforts as to any one (1) of the following categories shall render its overall good faith effort showing insufficient and its bid or proposal non-responsive:

- (1) If prebid or preselection meetings are scheduled by the city at which MBEs and WBEs may be informed of subcontracting or joint venture opportunities under a proposed contract to be bid, or procured pursuant to the competitive selection process, attendance at such prebid or preselection meetings is not mandatory; however, bidders and proposers are responsible for the information provided at these meetings.
- (2) The bidder or proposer must solicit through all reasonable and available means, the interest of all MBEs and WBEs certified in the scopes of work of the contract. The bidder or proposer must solicit the interest of such MBEs and WBEs within sufficient time, prior to the bid opening or date of final project-specific proposal in the case of a competitive selection process, to allow such MBEs and WBEs to respond to the solicitation. The bidder or proposer must determine with certainty if the MBEs and WBEs are interested by demonstrating appropriate steps to follow up initial solicitations.
- (3) The bidder or proposer must select portions of the work of the contract to be performed by MBEs and WBEs in order to increase the likelihood that the project goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE and WBE participation as Trade Partners or joint venturers, and for bidder or proposer self-performed work, as suppliers, manufacturers, manufacturer's representatives and brokers, all reasonably consistent with industry practice, even when the bidder or proposer would otherwise prefer to perform these work items with its own forces. The bidder or proposer must identify what portions of the contract will be self-performed and what portions of the contract will be opened to solicitation of bids, proposals and quotes from MBE and WBEs. All portions of the contract not self-performed must be solicited for MBE and WBE participation. The ability or desire of a bidder or proposer to perform the work of a contract with its own forces does not relieve the bidder or proposer of the responsibility to meet the project goal or demonstrate good faith efforts to do so.
- (4) The bidder or proposer, consistent with industry practice, must provide MBEs and WBEs at a clearly stated location with timely, adequate access to and information about the plans, specifications, and requirements of the contract, including bonding and insurance requirements, if any, to assist them in responding to a solicitation.

- (5) The bidder or proposer must negotiate in good faith with interested MBEs and WBEs and provide written documentation of such negotiation with each such MBE or WBE.
- (6) For each MBE or WBE which contacted the bidder or proposer or which the bidder or proposer contacted or attempted to subcontract or joint venture with, consistent with industry practice, the bidder or proposer must supply a statement giving the reasons why the bidder or proposer and the MBE or WBE did not succeed in negotiating a subcontracting, supplier, manufacturer, manufacturer's representative, broker or joint venture agreement, as applicable.
- (7) The bidder or proposer must provide verification that it rejected each non-utilized MBE and WBE because the MBE or WBE did not submit the lowest bid or it was not qualified. Such verification shall include a verified statement of the amounts of all bids received from potential or utilized subcontractors, suppliers, manufacturers, manufacturer's representatives, brokers or joint venturers on the contract, whether or not they are MBEs or WBEs. In making such a determination of not being qualified, the bidder or proposer shall be guided by the definition of qualified in section 28-54(42), but evidence of lack of qualification must be based on factors other than solely the amount of the MBE's or WBE's bid. For each MBE or WBE found not to be qualified by the bidder or proposer, the verification shall include a statement giving the bidder's or proposer's reasons for its conclusion. A bidder's or proposer's industry standing or group memberships may not be the cause of rejection of an MBE or WBE. A bidder or proposer may not reject an MBE or WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the MBE's or WBE's capabilities and expertise.
- (8) If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as required by the city or by the bidder or proposer, provided that the bidder or proposer need not provide financial assistance toward this effort.
- (9) If requested by a solicited MBE or WBE, the bidder or proposer must make reasonable efforts to assist interested MBEs and WBEs in obtaining necessary and competitively priced equipment, supplies, materials, or related assistance or services for performance under the contract, provided that the bidder or proposer need not provide financial assistance toward this effort.
- (10) The bidder or proposer must use the DSBO MBE/WBE directories to identify, recruit, and place MBEs and WBEs.

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**Sec. 28-75. Potential violations during contract performance.**

(c) The following modified good faith requirements shall apply to sections 28-72 and 28-73. In the event that a contractor or consultant must add or replace an MBE or WBE subcontractor, subconsultant, joint venturer, supplier, manufacturer, manufacturer's representative or broker or in the event that a new scope of work is added to the ongoing contract, and the contractor or consultant in such event is in non-compliance with maintenance of the original project goal upon which the contract was awarded, due to failure to utilize additional MBEs or WBEs, the following modified good faith efforts must be completed. Failure of a contractor or consultant to show

good faith efforts as to any one (1) of the following categories shall render its overall good faith efforts showing insufficient; and its contract performance in non-compliance with this division 3.

- (1) Verification in writing to the DSBO of the contractor's or consultant's intention to terminate or replace an MBE or WBE originally identified for participation in the bid, proposal or competitive selection process proposal upon which the contract was awarded. The reason for the termination or replacement must be stated and the type of work or services must be identified.
- (2) Verification that the contractor or consultant used the most current MBE and WBE directory from the DSBO in order to contact MBEs and WBEs that are certified in the applicable area of work or supply at the time of the modified good faith effort.
- (3) Verification of efforts to contact appropriate MBEs and WBEs within the same identified subcontractor, subconsultant, joint venturer, supplier, manufacturer, manufacturer's representative or broker area must be documented. Facsimile transmission, e-mail and telephone communication will be acceptable. The director may verify such contacts as he deems appropriate.
- (4) Documentation of the modified good faith efforts must be submitted to the DSBO prior to the payment to the contractor or consultant of the next progress or other partial payment or fund release under the contract.

**Certificate Of Completion**

|                                                                       |                           |
|-----------------------------------------------------------------------|---------------------------|
| Envelope Id: A0BF1C5782314015BDDDB19231B8A487                         | Status: Completed         |
| Subject: Please DocuSign: Great Hall Project MWBE Compliance Plan.pdf |                           |
| Source Envelope:                                                      |                           |
| Document Pages: 19                                                    | Signatures: 1             |
| Certificate Pages: 5                                                  | Initials: 0               |
| AutoNav: Enabled                                                      | Envelope Originator:      |
| Envelopeld Stamping: Enabled                                          | Craig O'Dell              |
| Time Zone: (UTC-07:00) Mountain Time (US & Canada)                    | 501 Lincoln St.           |
|                                                                       | Denver, CO 80203          |
|                                                                       | CODell@henselphelps.com   |
|                                                                       | IP Address: 155.63.136.49 |

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Allan Bliesmer  
 abliesmer@henselphelps.com  
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| Editor Delivery Events       | Status    | Timestamp |
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Brian Penner  
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 Hensel Phelps  
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Ian McCusker  
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**Status**

**Timestamps**

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| Signing Complete    | Security Checked | 2/4/2020 9:33:23 AM |
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**Required hardware and software**

|                            |                                                                                                                                                           |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Operating Systems:         | Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X                                                                                                     |
| Browsers:                  | Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only) |
| PDF Reader:                | Acrobat® or similar software may be required to view and print PDF files                                                                                  |
| Screen Resolution:         | 800 x 600 minimum                                                                                                                                         |
| Enabled Security Settings: | Allow per session cookies                                                                                                                                 |

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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# Exhibit K

Technical Specifications & Drawings  
Great Hall Project  
Hensel Phelps

**CONTRACT NUMBER: 202053359-00**

**[INCORPORATED HEREIN BY REFERENCE]**

**City and County of Denver**  
**Denver International Airport**  
Department of Aviation

# Exhibit L

Schedule  
Great Hall Project  
Hensel Phelps

**CONTRACT NUMBER: 202053359-00**

**[Incorporated herein by Reference]**

**City and County of Denver**  
**Denver International Airport**  
Department of Aviation