

INSTRUCTIONS TO BIDDERS

Date: May 20, 2019

To: Invited Bidders

Re: DEN Great Hall Renovation –

Receipt of Bids

Subcontractors and Suppliers are hereby invited to submit a proposal on the above-named project. All bids will consist of a scope letter using the form attached or an equal form provided by the bidder describing in detail the inclusions/exclusions of the proposal, emailed not later than **2:00 p.m. on, Monday, June 10, 2019.** The Owner and the Great Hall Builders (GHB) reserve the right to waive any informalities or irregularities, and to reject any and all proposals.

Any exceptions to the Instructions to Bidders must be identified at bid time.

The Denver International Airport (DEN) Great Hall Renovation project is an ~860,000 SF, phased remodel of levels 3, 4, 5, and 6 of the Jeppesen Terminal, along with a vertical addition to the Airport Office Building (AOB) at the bridge to Concourse A.

Construction will begin July 1st, 2018 with a substantial completion date in July 2023. And schedule is provided in document PS – Project schedule.

Bid Documents

The following list constitutes the documents issued to date on which bidders should base their bids. Each bidder is responsible for all work that pertains to the trade or section being bid regardless of the location of the information; bidders are cautioned to carefully inspect the documents. Bidders are also responsible for checking for the issuance of addenda or clarifications that could be issued prior to bid time.

This document, in its entirety and including any file(s) transmitted with it, may contain privileged, proprietary, and/or confidential information which is protected from disclosure by law and is intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient, you are hereby notified that any dissemination or disclosure is strictly prohibited.

SEE ATTACHMENT “A” for a list of all bid documents.

1.00 GENERAL ITEMS

- 1.01 Ferrovial Airports, hereinafter called the "Owner", Luis Vidal + Architects and other partners, hereinafter called the “Architect”, and Ferrovial Agroman & Saunders joint ventured with GHB, Inc., hereinafter called Great Hall Builders (GHB), invite proposals for the entire remodel project.
- 1.02 All proposals will be evaluated as a combined proposal including base bid, community participation commitment, alternates, unit prices and schedule together with the qualifications of Bidder and any proposed partners or

subcontractors. Final award will be made on the basis of the best over-all proposal for the project and the Owner's best interests and **NOT** simply on the lowest base price.

- 1.03 Any exceptions, noted ambiguities, or qualifications related to the information contained in the bid documents or referenced herein must be clearly communicated with your bid.

2.00 M/WBE

- 2.01 Reference Appendix 8-A M/WBE Requirements of Volume I Development Agreement (document DA) for Great Hall Project between City and County of Denver, through and on behalf of its Department of Aviation and the Denver Great Hall LLC, Contract Control Number: 201735867.

- 2.02 Proposers are subject to all applicable provisions of the Program. In your proposal we ask that you provide your plan and ideas on how your firm will work with M/WBE firms. **The RFP goal of 20% must be met M/WBE subcontractors as set forth in Divisions 1 and 3 of Article III of Chapter 28, Denver Revised Municipal Code (D.R.M.C) designated as Sections 28-31 through 28-36 and 28-52 through 28-90.**

- 2.02 Selection of Subcontractors for individual trade packages will include an evaluation not only of a Bidder's commitment to meet or exceed the M/WBE Goal but also the viability of the plan presented with their Bid as to how they will achieve that participation. Provide both the overall dollar amount of purchases, services or subcontracted work as well as the percentage of your overall bid, e.g., through an attached Letter of Intent (LOI) as required in above referenced D.R.M.C. List the certified firms you have, either confirmed (in writing) or tentative (verbal) agreements with for this project. Describe the scope of work to be performed by each entity and the approximate dollar value of that work. Use additional pages if needed. In the event the sum of your firm and tentative agreements does not equal your bid commitment you must include a narrative discussion of how you intend to make up the difference and meet your commitment.

Note: Commitment to achieving M/WBE Participation is one of the key factors used to evaluate and select a successful Bidder.

3.00 PREQUALIFICATION REQUIREMENTS

- 3.01 All bidding subcontractors shall submit a Prequalification Package. The Prequalification Package shall include, at a minimum: Current Financial Statement including Income Statement and Balance Sheet; company history with the Denver International Airport as well as the City and County of Denver, along with references and relevant past airport experience; current backlog; availability of personnel; and any other pertinent information. Material

submitted will be analyzed on the basis of financial strength/capacity, past experience, references, available personnel, and other considerations. All information submitted will be retained by Great Hall Builders. The Owner and GHB reserve the right to waive any informalities or irregularities, and to reject any and all Prequalification submissions.

Prequalification Packages are due along with bidder's proposal.

4.00 CONSTRUCTION SCHEDULE & PHASING

- 4.01 Construction is scheduled to start July 1st, 2018 with a substantial completion date in July, 2023.
- 4.02 The successful bidder for this Scope of Work must be capable and willing to function cooperatively within the overall development TEAM in support of the common goals required to achieve these schedule objectives.
- 4.03 PS schedule is attached for your information.

5.00 LOGISTICS

- 5.01 Standard working hours will be (daily shift) from 6:30 AM to 2:30 PM and (night shift) from 9:00 PM to 5:00 AM. Due to the nature of an occupied remodel at the airport, there will be a second shift from 8 PM to 4 AM. Please assume frequent night shifts in addition to day shifts.
- 5.02 Works which creates excessive dust and/or noise may be required to be performed after hours. Hours for this type work are normally 10:00 PM to 4:00 AM each night and may require prior scheduling with DEN terminal operations.
- 5.03 Any delivery/ removal/ taking off of any kind shall be required to be performed after hours. Hours for this type of work are normally 09:00 PM to 4:00 AM each night and may require prior scheduling with DEN terminal operations.
- 5.04 Deliveries will be made on Levels 5 & 6 (except in special circumstances) between the hours of 11 PM and 4 AM, and will require prior approval and scheduling with GHB.
- 5.05 As large laydown areas are not available, deliveries to the terminal work areas will only be allowed for materials needed within each phase in limited quantities. Offsite storage will be provided at the South Campus area, however, for materials sensitive to weather conditions, subcontractors are encouraged to provide their own offsite storage. Movement of materials from these storage areas will be the responsibility of the subcontractor.

- 5.06 Parking will not be available on site. Offsite parking will be provided at no cost to Subcontractors. Transportation will be provided from the offsite lot to the project site on a scheduled service basis during GHB scheduled working hours (not on call). Assume a maximum of 30 minutes additional travel time (each way). Trades may be responsible to provide their own transportation if they choose to work outside those scheduled work periods.

7.00 AVAILABILITY OF CONTRACT DOCUMENTS

- 7.01 Contract Documents are available for inspection via Teambinder.

8.00 EXAMINE CONTRACT DOCUMENTS AND VISIT SITE

- 8.01 Before submitting a Bid Proposal, bidders should carefully examine the Contract Documents.
- 8.02 Bidders should review the proposed method of installation of their work for compliance with current industry standards and materials. Unless the bidder takes specific written exception to the intended work, this proposal as submitted implies the full subcontractor acceptance of the installation or product as designed, including the compatibility of products with adjacent surfaces or materials in order to obtain full warranty as specified.
- 8.03 A visit to the project site is advisable and if required will be schedule with the bidders in order to fully inform the bidder of all existing conditions and limitations, however, it is Bidder's responsibility to consider these factors, including any labor related costs and to include within the Bid Proposal a sum sufficient to cover the cost of all items contemplated by the Contract Documents and existing conditions. No consideration will be granted for any alleged misunderstanding of the material, article or piece of equipment to be furnished or work to be done; it being understood that the tendering of a Bid Proposal carries with it the agreement to all items and conditions referred to herein or indicated in the Contract Documents.

9.00 DISCREPANCIES OR OMISSIONS

- 9.01 Bidder has reviewed the design documents and together with all technical requirements associated with the scope of work being bid and acknowledges that the scope is constructible as designed and there are no known errors or omissions that would negatively affect the constructability or functionality of the scope of work as currently detailed.

- 9.02 Should a bidder find discrepancies and/or omissions within the Contract Documents or should the bidder be in doubt as to their meaning, the bidder should at once notify GHB who will, time permitting, issue written instruction in the form of an Addendum to all bidders of record. Neither the Owner, GHB nor the Architect will be responsible for any oral explanation or interpretation of the Contract Documents.
- 9.03 If sufficient time is not available to issue an Addendum, the bidder is requested to qualify their bid.

10.00 ADDENDA

- 10.01 All addenda issued during the time of bidding shall become a part of the Contract Documents and receipt thereof shall be listed in the Bid Proposals.

12.00 VOLUNTARY ALTERNATES

- 12.01 Bidders are encouraged to submit a list of any voluntary alternates for the project which would offer advantages to The Owner in terms of cost, completion time, function or operation for consideration by The Owner, The Architect, and GHB. Since schedule is of prime importance to The Owner, alternates that not only reduce cost but also reduce the scheduled completion of various Specification Sections will be seriously considered.

Voluntary Alternates that reduce cost, accelerate the schedule or enhance quality will be looked upon favorably during the evaluation of the submitted proposals. While GHB and the Owner encourage submission of Voluntary Alternates, Bidders CANNOT submit a bid based on Voluntary Alternates in lieu of a bid fully responsive to the Plans, Specifications and Contract Documents. Bidders must also include as much information as practicable with respect to each Voluntary Alternate clearly communicating the differences between the Alternate and the specified material or system with respect to quality, function, features, price, schedule, and interface with other trades and scopes of work.

13.00 SUBCONTRACTS

- 13.01 See document “SC” for the subcontract agreement.
- 13.02 Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to GHB and The Owner. Such approval by GHB and The Owner shall not be unreasonably withheld.

13.03 ROCIP insurance requirements for bidders are indicated in the Development Agreement (see document “DA”), included for reference. Enrollment in the ROCIP is mandatory and required by all awarded subcontractors.

13.04 Payment and performance bond must be provided as required by the SC contract **article 5**.

14.00 TAXES

14.01 Bidders shall include City and County of Denver sales tax at the rate of **4.31%** for permanent materials incorporated in the project. Bidders are required to include all other applicable taxes in effect at the time of bid.

16.00 LAWS, PERMITS, LICENSES, REGULATIONS, ETC.

16.01 Attention is particularly directed to the General Conditions for requirements, which deal with laws, permits, licenses, regulations, etc.

16.02 Bidder shall conform to all applicable Federal and State laws, municipal ordinances, rules and regulations of all authorities having jurisdiction over construction, including all construction codes and safety regulations which may apply to:

1. Performance of Work.
2. Protection of adjoining and adjacent property.
3. Maintenance of passageways, guard fences or other protective facilities.

16.03 The owner will pay for the Building Permit. All other required permits are to be secured and paid for by the Bidder.

16.04 The Bidder shall obtain and pay for all other licenses and approvals for the Work and give all notices as required for specific work packages.

16.05 Bidder shall arrange for all inspections required by Federal, State, Municipal or other authorities and pay all fees and costs incurred.

19.00 SAFETY REQUIREMENTS

19.01 The Contractor shall be in compliance with OSHA Regulation 29CFR 1926.59, Hazard Communication. The purpose of this regulation is to ensure that all persons on the jobsite are aware of potential hazards of the materials with which they are working or may be exposed to, in the course of their employment on each project. The Contractor is responsible for training all construction personnel in the handling, use, and disposal of all hazardous materials used and for documenting this training.

19.02 Safety prequalification template, attached to this RFP need to be provided with the proposal.

20.00 MISCELLANEOUS REQUIREMENTS

20.01 The Subcontractor to provide, but not limited to, the required engineering documents as material submittals, methods of installation, shop drawings, red line drawings, as built drawings and models. BIM (Revit *.RVT) models to be provided and to be fully compliant with DEN's BIM standards and the BIM PXP. Fully detailed and coordinated as per design documents, D&C and DA.

20.02 Provide information with respect to major milestones in the completion of your bid scope of work. Include information with respect to completion of submittal documents, first delivery of materials to the job site, delivery of major components or pieces of equipment to the job site and the time to complete installation of individual scopes of work.

20.03 This project has been designed and will be constructed in accordance with guidelines related to achieving LEED v4 certification. All construction means, methods, and materials will be used in accordance with those aspects of the Specifications related to LEED requirements and in such a manner as to follow LEED guidelines and provide documentation required for certification. Final material cost breakouts will be required for LEED tracking purposes. Reference the LEED score card in the Development Agreement (Document "DA").

This is a LEED Silver V4 project. The subcontractor is required to comply with any LEED submittals listed in the contract technical requirements and specifications.

The subcontractor is required to provide the necessary personnel for sorting, hauling, and placing their trash into a minimum of 5 material streams in dumpsters provided by GHB.

The trash streams are designated by GHB according to the project LEED plan, and the LEED requirements in specification 01 7419 – Construction Waste Management and Disposal.

GHB intends to attain at least 1 point from credit 6 of the materials and resources section of LEED V4.

The subcontractor is to provide alternate unitary prices for materials that meet LEED V4 requirements and for materials that are not part of the standard materials quoted on their base proposal:

- Credit 3: Product Disclosure and Optimization – EPD's
- Credit 4: Building Product Disclosure and Optimization – Sourcing of Raw Materials
- Credit 5: Building Product Disclosure and Optimization – HPD's

20.04 Subcontractor will hoist, unload, store, handle, distribute and protect all material supplies and equipment for their work. In the event material is

delivered and Subcontractor's personnel are not present, GHB will not accept delivery. This will not alleviate the Subcontractor achieving Schedule responsibilities.

- 20.05 The use or distribution of drugs or alcohol or the possession of firearms on The Owner premises is strictly prohibited. Anyone found to be under the influence or impaired by the presence of either drugs or alcohol shall ***immediately and permanently be removed from The Owner property.***
- 20.06 The Owner reserves the right to dismiss from the premises and job any employee of GHB and their subcontractors.
- 20.07 Bidders are hereby notified that this project shall comply with the definition of Public Contract for Services under House Bill 06-1343, effective August 8, 2006. The bidder shall familiarize themselves with the requirements of this law and specifically provide certification that they do not knowingly employ or contract with any illegal aliens.
- 20.08 **This project is a prevailing wage project** and Subcontractors shall meet all such requirements per the Development Agreement (document "DA"). Subcontractors must comply with Denver City Ordinance 20-76 and is bound by the requirements set forth in the current wage decisions as published by the City of Denver. Any and all tiers under all scopes of work must adhere to these wage decisions. Certified payroll will be required on a weekly basis and must be current at the time of your Application for Payment. DEN requires payroll records be submitted electronically using LCP Tracker.
- 20.09 Division 1 of the contract specifications requires a **1 year warranty for all materials and labor unless the technical specifications** for a specific item require a greater period of time. All manufacturers' warranties shall be for a period of one year unless a greater period of time is required by the technical specifications. All items listed in this bid package will be required to meet these requirements. All warranties are to start from the Date of Project Substantial Completion. Subcontractors are responsible for the cost of any warranty extensions required to extend warranty start dates from the procurement or installation date to the Project Substantial Completion date.
- 20.10 The bidder and any labor brokers or temporary help agencies used by the bidder shall comply with the provisions of the Immigration Reform and Control Act of 1986. In addition, the bidder and any labor broker or temporary help agencies used for this project shall comply with all applicable state, federal and local laws requiring worker's compensation insurance coverage, the payment of wages, including overtime and minimum wage, as well as income tax withholding and Social Security and Medicare withholding and payment requirements. The practice of subcontractors or labor brokers assigning independent contractor status to employees to avoid worker's compensation insurance will not be allowed.

- 20.11 This statement is to reaffirm the GHB’s policy of providing equal opportunity to all employees and applicants for employment in accordance with all applicable Equal Opportunity and Affirmative Action laws and regulations of federal, state, and local governments or agencies. GHB will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual preference, disability, age, marital status, status with regard to public assistance, or any other status protected by law. GHB will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include hiring, promotion, demotion, transfer, recruitment or recruitment advertising, lay-off, disciplinary action, termination, rates or pay or other forms of compensation and selection for training. It is GHB policy to provide a work environment free of racial or sexual harassment. Racial or sexual harassment will not be condoned or tolerated in day-to-day employment, or in employment recruiting, testing, hiring, transfer, promotion, demotion, discipline, termination, or any other areas of employment practice. GHB requires that all subcontractors performing work on this project ensure equal employment opportunity.
- 20.12 **Paperless Project**
- 20.12.1 GHB will not use paper drawings on the project site nor provide paper drawings for subcontractors. GHB will use iPads for viewing documents and require all subcontractors to do the same. Subcontractors will have access to TeamBinder which will have the current documents and final shop drawings.
- 20.12.2 GHB will require all subcontractors to use TeamBinder for communication of all Submittals, RFIs, Subcontracts/Change Orders, Owner Change Orders, and Updated Master Construction Schedules. All stages of the change order process shall be completed in this same system from ASI/CCD/PR/etc. upload all the way through to Notice to Proceed.
- 20.12.3 Field Management Software - A web based document control system (TBD) will be used for quality control including but not limited to trade specific checklists, deficiency tracking, test result documentation, meeting minutes, punch list, and warranty. It may also be used for safety, stormwater and sustainability tracking or infractions.
- 20.13 **Payment Requirements**
- 20.13.1 GHB will require all subcontractors to use an online payment system (TBD) to submit all Applications for Payment and all supporting documents electronically. Subcontractor shall be responsible for the fees and costs associated with Subcontractor's use of the online payment system.

21.00 DEN REQUIREMENTS

- 21.01 Proposals should conform to the following DEN requirements:

- 21.01.1 Standard Specifications for Construction General Contract Conditions 2001 edition, available online (see link below):
(<https://www.denvergov.org/content/dam/denvergov/Portals/743/documents/2011%20DENVER%20GENERAL%20CONTRACT%20CONDITIONS.pdf>)

22.00 CONTRACT REQUIREMENTS

- 22.01 Proposals shall conform to the following Contract requirements:
- 22.01.1 Development Agreement (DA) requirements (see document “DA”)
 - 22.01.2 Design & Construction (D&C) contract requirements (see document “DC”)

23.00 STANDARD REQUIREMENTS

Each bidder is responsible to provide all of the following items related to the Subcontractor's installation as a part of the base proposal:

- 23.01 Verification of existing conditions for conflict prior to beginning work
- 23.02 **Verification of field dimensions. Dimensions provided by the Contractor are for approximate coordination only**
- 23.03 All layout by a person qualified to guarantee dimensions and coordinate with other trades
- 23.04 All trenching, backfill, machine and hand compaction
- 23.05 Core drilling or block-outs through walls, floors, ceilings or roof
- 23.06 Unloading, hoisting, and spotting of all material supplied under the subcontract including the furnishing of any equipment required to do so
- 23.07 Cutting, patching, and sealing of all surfaces to be penetrated by the Subcontractor. Fire rated assemblies are to be fire-safed or fire caulked as necessary
- 23.08 Cleaning of adjacent surfaces as necessary to receive the work
- 23.09 Access doors required to access the Subcontractor's work
- 23.10 Any task lighting required to perform the subcontractor's work
- 23.11 Subcontractors must be licensed with the City of Denver
- 23.12 It will be the bidder's responsibility to include any cost from the architect and/or engineer to provide CADD backgrounds for preparation of the bidder's own shop drawings, and to comply with the architect's and/or engineer's restrictions on their use.
- 23.13 Items removed from the jobsite by method other than onsite dumpsters require submission of a weight ticket. Weight for smaller loads may be estimated.

24.00 SPECIFIC TRADE REQUIREMENTS

Each bidder is responsible to include as a part of the base bid:

- Subcontractor to provide all its equipment specifications. All equipment used must be CNG or electric, unless DEN allow us to use another alternative.

- All shoring and/or scaffolding needed to develop the works in a safety manner have to be provided by the subcontractor.
- All existing utilities shall make them safe by others before removing pipes, cabling, conducts, etc.

Attachments:

Attachments “A” – List of Contractual Documents

<<<<< END INSTRUCTIONS TO BIDDERS >>>>>