Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

# ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** ("**Agreement**") is made and entered into as of the date stated on the City's signature page below (the "**Effective Date**") by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the "**City**"), and **BURNS & MCDONNELL ENGINEERING COMPANY, INC.**, a Missouri corporation authorized to do business in the State of Colorado ("**Contractor**") (collectively the "**Parties**").

**W I T N E S S E T H:**

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

**WHEREAS**, the City desires to obtain professional design services; and

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

**WHEREAS,** Contractor's proposal was selected for award of the On-Call Infrastructure Design (the "**Project**"); and

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

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

## 1. LINE OF AUTHORITY:

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

## 2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

**A. Scope of Services.** Contractor shall provide professional services and deliverables for the City as designated by the CEO, from time to time and as described in the attached ***Exhibit A*** ("**Scope of Work**"), in accordance with Task Orders, schedules and budgets set by the City. Without requiring amendment to this Agreement, the City may, through a Task Order or similar form issued by the CEO, and signed by Contractor, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

**B. Task Orders.** The Project Manager will issue task orders for work to be completed under this Agreement (each a "**Task Order**"). The terms of each Task Order may include but are not limited to information regarding schedule, staffing, and pricing. Task Orders shall be construed to be in addition to, supplementary to, and consistent with the provisions of this Agreement. In the event of a conflict between a particular provision of any Task Order and a provision of this Agreement, this Agreement shall take precedence. The SVP may reduce or increase the scope of work and/or staffing required by a Task Order and the time and cost of performance shall be adjusted to reflect the time and cost resulting from the reduction or increase. In the City's sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order. The City may execute Task Orders in its sole discretion, and the City is not required to execute any minimum number of Task Orders under this Agreement. Contractor shall comply with ***Exhibit D*** ("**Professional Services Task Order Process**") regarding Task Orders.

**C. Standard of Performance.**

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

ii. Contractor understands and acknowledges that it may be required to create and assist in the implementation of the drawings, plans, specifications, reports, and/or any other such deliverables necessary to complete the work (collectively hereinafter referred to as the "**Design Deliverables**"), as required by the City.

iii. Contractor shall strictly conform to and be bound by written standards, criteria, budgetary considerations, Task Orders, notices to proceed, and memoranda of policy furnished to it by the City.

iv. If required by the City, Contractor shall develop Design Deliverables using Building Information Modeling ("**BIM**") as set forth in the Design Standards Manual, which is incorporated herein by reference. For each Task Order, Contractor will develop a draft BIM Project Execution Plan ("**BPXP**") with the City and all sub-contractors.

v. Contractor shall organize its Design Deliverables for any method of construction contracting selected by the City. Contractor shall fully coordinate Design Deliverables with the contractor selected to construct the work outlined in the Design Deliverables.

vi. In performing all work under this Agreement, Contractor shall fully coordinate and integrate all services and Design Deliverables with related work being performed by other contractors, Contractor's sub-contractors, the City, the City's consultants, related suppliers and subcontractors of any tier, and, at the City's request, other adjacent projects at DEN.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

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

**D. Construction Contract Administration.** If Contractor's Scope of Work includes construction contract administration duties, these shall commence upon the earlier to occur of the following events: (a) the City's execution of the associated construction contract(s); (b) issuance of a construction task order pursuant to an existing construction contract; or (c) the City's issuance of the notice to proceed to the contractor(s).

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

**F. Subcontractors.**

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

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

iii. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.

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

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

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

**G. Personnel Assignments.**

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

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

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

iv. If Contractor fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Contractor that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Contractor shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Contractor's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with Section 4(c)(iii) of this Agreement.

**3. OWNERSHIP AND DELIVERABLES:**

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Agreement on or before the day of the payment, whether a periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to six (6) years after termination of this Agreement. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

## 4. TERM AND TERMINATION:

**A. Term.** The Term of this Agreement shall commence on the Effective Date and shall expire five (5) years from the Effective Date ("**Term**"), unless terminated in accordance with the terms stated herein (the "**Expiration Date**").

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

**C. Suspension and Termination.**

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

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

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

a. Terminate this Agreement or the Task Order for cause with ten (10) days prior written notice to Contractor; or

b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure, as defined below.

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

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement or any Task Order is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Contractor shall submit a final

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

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

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

**D. Remedies.** In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

i. All costs of correcting and replacing any affected design documents, including reproducible drawings;

ii. All removal and replacement costs of any improvements or other work installed or performed pursuant to and in accordance with design documents containing negligent errors, omissions, and/or defects; and

iii. Additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work.

iv. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements otherwise provided in this Agreement.

## 5. COMPENSATION AND PAYMENT:

**A. Maximum Contract Amount.** Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Eight Million Dollars and No Cents** (**$8,000,000.00**) ("**Maximum Contract Amount**"). Contractor shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

**B. Limited Obligation of City.** The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

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

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

**D. Fee.** Initial hourly rates and charges are set forth in ***Exhibit B*** ("**Rates**"). The SVP, in their sole discretion, may annually adjust the Rates. Approved rate adjustments shall go into effect on January 1. Rate adjustments shall not exceed the percentage allocated in the City's most recent budget for the average merit increase across City employees. The City shall consider an adjustment to Rates pursuant to this Section only upon Contractor's written request submitted to the Project Manager no later than sixty (60) days prior to the date such adjustment would be effective if approved by the City and shall be accompanied by a justification letter with documentation supporting Contractor's request. Subject to the maximum percentage for any adjustment provided herein, the City reserves the right to accept, reject, or negotiate Contractor's requested rate adjustments or timing thereof.

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

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

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

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

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

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

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

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

## 6. MWBE, WAGES AND PROMPT PAYMENT:

### A. Minority/Women Business Enterprise ("MWBE").

i. This Agreement is subject to D.R.M.C. Article III, Divisions 1 and 3 of Chapter 28, designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**"); and any Rules and Regulations promulgated pursuant thereto. Contractor's Goal Commitment to MWBE participation for this Agreement is 21 %, as stipulated in the Division of Small Business Opportunity's ("**DSBO**") Commitment to MWBE Participation Form, submitted by Contractor.

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

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

b. If contract modifications are issued under the Agreement, Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

c. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be promptly submitted to DSBO for notification purposes.

d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Contractor must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73, with regard to changes in scope or participation. Contractor shall supply to DSBO all required documentation under D.R.M.C. §§ 28-64, 28-70, and 28-73, with respect to the modified dollar value or work under the contract.

e. Termination or substitution of an MWBE subcontractor requires compliance with D.R.M.C. § 28-73.

f. Failure to comply with these provisions may subject Contractor to sanctions set forth in § 28-76 of the DSBO Ordinance.

g. Should any questions arise regarding DSBO requirements, Contractor should consult the DSBO Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

**B. Prompt Pay of MWBE Subcontractors.** For contracts of one million dollars ($1,000,000.00) and over to which D.R.M.C. § 28-72 applies, Contractor is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-72 with regard to payments by Contractor to MWBE subcontractors. If D.R.M.C. § 28-72 applies, Contractor shall make payment by no later than thirty-five (35) days from receipt by Contractor of the subcontractor's invoice.

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

Date bid or proposal issuance was advertised: August 22, 2025.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

ii. Contractor shall provide the Auditor of the City and County of Denver ("**Auditor**") with a list of all subcontractors providing any services under this Agreement.

iii. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.

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

v. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

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

**E. City Prompt Pay.**

i. The City will make monthly progress payments to Contractor for all services performed under this Agreement based upon Contractor's monthly invoices or shall make payments as otherwise provided in this Agreement. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Agreement.

ii. Final payment to Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings, reproducible copies, and other deliverables are delivered to the City, and the Agreement is otherwise fully performed by Contractor. The City may, at the discretion of the EVP, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the EVP.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

## 7. INSURANCE REQUIREMENTS:

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

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

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

**D.** In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of Contractor's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

**E.** The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

## 8. DEFENSE AND INDEMNIFICATION:

**A.** To the fullest extent permitted by law, Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement that are attributable 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 obligation to defend and indemnify the City may be determined after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Parties. Contractor's duty to defend and

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

indemnify the City shall relate back to 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 fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney staff, whose costs shall be computed at the rate of two hundred dollars and no cents ($200.00) per hour of City Attorney staff time. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered City's exclusive remedy.

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

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

## 9. DISPUTES:

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

## 10. WAIVER OF C.R.S. 13-20-802, ET SEQ.:

With respect solely to the City, Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. § 13-20-802 *et seq*.) relating to design defects in the Project under this Agreement.

## 11. GENERAL TERMS AND CONDITIONS:

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

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

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

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

**D. Compliance with all Laws and Regulations.**

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

ii. Contractor shall perform all work in compliance with Executive Order No. 123 regarding Sustainability, including the requirement that all new City buildings and major renovations will be certified to the applicable Leadership in Energy and Environmental Design ("**LEED**") Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Contractor also shall comply with all applicable DEN design and construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at: https://business.flydenver.com/bizops/bizRequirements.asp.

**E. Compliance with Patent, Trademark and Copyright Laws.**

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

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

**F. Notices.**

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

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

by Contractor to:

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

And by the City to:

Burns & McDonnell Engineering Company, Inc.
9400 Ward Parkway
Kansas City, MO 64114
ATTN: Pedro A. Constanzo
Phone: 816-808-3552
Email: pconstanzo@burnsmcd.com

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

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

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

**H. No Third-Party Beneficiaries.** The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

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

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

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

**L. Cooperation with Other Contractors.**

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

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

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

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

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

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

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

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

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

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

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

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

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

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

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

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

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

## 12. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

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

**B. No Discrimination in Employment.** In connection with the performance of work under this Agreement, Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Contractor shall insert the foregoing provision in all subcontracts.

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

**D. Colorado Open Records Act.**

i. Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("**CORA**"), C.R.S. §§ 24-72-201 et seq., and Contractor

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in CORA, and Contractor agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

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

**E. Examination of Records and Audits.**

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

ii. Additionally, Contractor agrees until the expiration of six (6) years after the final payment under this Agreement, any duly authorized representative of the City,

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

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

**F. Use, Possession or Sale of Alcohol or Drugs.** Contractor shall cooperate and comply with the provisions of Denver Executive Order 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 barring Contractor from City facilities or participating in City operations.

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

**H. Conflict of Interest.**

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

ii. Contractor represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work of Contractor or which might give Contractor an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Contractor agrees it will comply with that mitigation plan.

iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict. If, during the course of this Agreement, the City determines that a potential conflict of interest exists or may exist,

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

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

## 13. SENSITIVE SECURITY INFORMATION:

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

## 14. DEN SECURITY:

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

**B.** Contractor is responsible for compliance with DEN Airport Security regulations and 49 C.F.R. Part 1542 ("**Airport Security**") and 14 C.F.R. Part 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.

## 15. FEDERAL RIGHTS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in ***Appendix No. 1***.

## 16. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

**A. Attachments.** This Agreement consists of Section 1 through 17 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix No. 1: Standard Federal Assurances
Exhibit A: Scope of Work
Exhibit B: Rates
Exhibit C: Insurance Requirements
Exhibit D: Professional Services Task Order Process
Exhibit E: EDI Plan
Exhibit F: Request for Proposals and Contractor's Response to Request for Proposals

**B. Order of Precedence.** In the event of an irreconcilable conflict between a provision of Section 1 through 17 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix No. 1
Section 1 through 17 hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit E
Exhibit D
Exhibit F

## 17. CITY EXECUTION OF AGREEMENT:

**A. City Execution.** This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

**B. Electronic Signatures and Electronic Records.** This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Contractor in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[SIGNATURE PAGES, APPENDIX, AND EXHIBITS FOLLOW]**

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

**Contract Control Number:** PLANE-202582718-00
**Contractor Name:** BURNS & MCDONNELL ENGINEERING COMPANY, INC.

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By: _____

_____

**APPROVED AS TO FORM:**

Attorney for the City and County of Denver

By: _____

**REGISTERED AND COUNTERSIGNED:**

By: _____

By: _____

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

**Contract Control Number:** PLANE-202582718-00
**Contractor Name:** BURNS & MCDONNELL ENGINEERING COMPANY, INC.

By: Signed by: A0C3A6ACAA2C489...

Name: Pedro Constanzo
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

# Appendix No. 1

## Standard Federal Provisions – (Non-AIP Funded)

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

## GENERAL CIVIL RIGHTS PROVISIONS

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

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

## COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

1. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21including any amendments thereto.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by 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 Contractor of Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to Contractor under the contract until Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR Part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) ) including amendments thereto;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (P.L. 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

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

## OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

# SCOPE OF WORK

| | |
|---|---|
| OPR: | Design Engineering and Construction – Infrastructure |
| Supersedes: | None |
| Certified by: | Director, Infrastructure |

The Scope of Work for this Agreement shall be for task-order-based, on-call professional design services related to various construction projects within Denver International Airport (DEN), including infrastructure improvements, upgrades, rehabilitations, renovations, and other construction-related tasks.

DEN has maintained on-call engineering and design contracts to provide professional services on an as-needed task basis.

In general, the term "Task" and/or "Project" when it is used in this Scope of Work means all of the work associated with developing proposals, designs, construction documents, reports, plans, specifications, contract documents, and cost estimates. It may also include bidding services, studies, testing and reporting, scheduling, construction administration and other professional services as requested by the DEN Project Manager or other designated representatives. The Contractor team ("Contractor") shall provide all work in accordance with the most current DEN Design Standards Manuals (DSMs); the Agreement; all applicable Local, State and Federal codes and regulations; Airport Rules and Regulations; and shall adhere to the DEN Design Principles.

The current DEN DSMs, DEN Design Principles, and Airport Rules and Regulations are available for download under the DEN Business website at the following link:

https://www.flydenver.com/business-and-community/tenant-information/

## SERVICES INCLUDE:

The Contractor will be required to provide engineering and professional design services for specific task scope of work as requested by DEN designated representative(s) on an on-call basis. The Contractor team must consist of licensed architect(s) or engineer(s) in the State of Colorado, as required to provide professional services to comply with all applicable, Local, State and Federal codes and regulations. The Contractor's general requirements are defined in the Agreement and shall comply with the current DSMs. Specific scope of work for each Task or Project will be issued to the Contractor in a Request for Proposal in the format as defined by the Agreement.

The DEN designated representative will issue the Request for Proposal for a Task or Project. DEN may, at its sole discretion, issue a Request for Proposal to multiple Contractors for competitive proposals or when a Task or Project requires specialty team qualifications. The Contractor shall prepare and submit a fee proposal including the task schedule. Unless otherwise noted in the Request for Proposal documents, the fee proposal and schedule shall be submitted in the format as defined in the Agreement and shall be returned within 14 calendar days of receipt of the executed Request for Proposal.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



Unless otherwise noted in the Agreement, the Contractor's fee proposal shall be by Task or Project in response to the executed Request for Proposal. The fee proposal shall be broken down by personnel pay classifications, agreed hourly billing rates and hours as estimated to complete the scope of work. A break down for each sub-Contractor under the Agreement is required. The proposed fee shall include all reimbursable expenses and Textura fee if applicable and shall be submitted in the format as defined in the Agreement or Request for Proposal document. The Contractor understands the fee proposal establishes a Not to Exceed amount for the scope of work as estimated to complete the Task or Project, and the Contractor and its sub-Contractors' services are compensated for the actual time and materials provided during the monthly invoice cycle. The Contractor shall reference the Task Order Proposals and Execution Process Exhibit in the Agreement for scheduling, progress reporting, invoicing and correspondence control.

Should a Task Order scope of work require a discipline that is not currently represented on the Contractor's team, the Contractor will be requested to add that discipline as part of the team for that specific Task Order scope of work. The Contractor will identify a specialty subcontractor for the required discipline and will submit the subcontractor's qualifications, personnel pay classifications, and agreed hourly billing rates for approval by DEN.

## SERVICES AUTHORIZATION

The Contractor is required, by the contract agreement, to submit a proposal for each Request for Proposal issued to the Contractor by the DEN designated representative. Upon approval of the Contractor's proposal, the DEN designated representative issues a written service authorization to the Contractor in the format as defined in the Agreement. Based on a Notice to Proceed (NTP) date agreed between the Contractor and the DEN designated representative, the Contractor shall provide all services for the Task or Project as approved and defined in the executed service authorization. No work shall be performed by the Contractor without a fully executed written service authorization from the DEN designated representative.

## TASK ORDERS MAY INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

The types of tasks that the Contractor executes for on-call services vary on a case-by-case basis and the scope of work is defined in the executed Request for Proposal issued to the Contractor when the need for services arises. Some examples of tasks may include but are not limited to the following.

1. **Airfield Pavement Design**
    a. Perform design, and prepare plans/specifications, special provisions, cost estimates and bid documents for the rehabilitation of airfield concrete pavements and asphalt pavements, airfield electrical and lighting systems rehabilitation, improvement of the drainage within a project area, demolition, earthwork, utility construction, relocation, and rehabilitation, and the development of construction safety and phasing plans, all in accordance with FAA standards.
2. **Roadway Design**

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



a. Perform design, and prepare plans, specifications, special provisions, cost estimates and bid documents for construction of roadways. Perform traffic signal calculations and designs. Include storm drainage with roadway design in accordance with DEN Drainage and Water Quality Master Plans. Perform designs for traffic safety improvements. Provide construction phasing and traffic control plans for safe vehicle and pedestrian traffic during construction. Project plans may involve street locations for resurfacing, reconstruction, or upgrading. Perform pavement analysis and evaluation.

**3. Bridge Design**

a. Perform structural design analyses of bridge and related structures and prepare plans, specifications, special provisions, cost estimates and bid documents for construction or maintenance of bridges and structures. Project plans may involve including adjacent street or roadway design. Perform design for safety improvements. Provide construction phasing and traffic control plans for safe vehicular and pedestrian traffic during construction.

**4. Parking Facilities**

a. Perform design, and prepare plans/specifications, special provisions, cost estimates and bid documents for maintenance/construction of parking facilities.

**5. Structural Engineering Design**

a. Perform structural design analyses of pavement and drainage structures and prepare plans, specifications, special provisions, design analysis reports, cost estimates and bid documents for construction or rehabilitation.

**6. Geotechnical Investigations and Other Predesign Services**

a. Perform soil borings, boring logs, test cores, laboratory tests, analyses, and recommendations for appropriate action. Perform predesign studies in support of design. Perform traffic loading analyses and recommendations for pavement design. Locate existing utilities through research and verify location by potholing/test holes.

**7. Survey and Mapping**

a. Prepare surveys for mapping and referencing the bridges, structures, and roadways, including all features within and adjacent to the project limits necessary for successful construction of the project.

**8. Miscellaneous Design Services**

a. Perform separate designs to address construction phasing, project safety, conflicts with existing utilities, effect of construction on adjacent properties, subsurface utility engineering, maintenance of traffic and ease of future maintenance and operations. Emergency inspections of bridges, culverts, and highway structures, including but not limited to, appurtenant electrical and mechanical systems and make recommendation for immediate actions.

**9. Construction Phase Support Services**

a. Review submittals and shop drawings, respond to contractor requests for information, attend project status meeting, assist with review of progress on project site, assist with

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



development or review/response of change orders and change requests, conduct site observations or inspections, perform material takeoff/estimates associated with changes. Perform miscellaneous emergency engineering and design services. Update construction documents to reflect as-built conditions from documentation provided by owner upon completion of construction activities.

# END OF EXHIBIT

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

# EXHIBIT B COVER

## Denver International Airport

### Design, Engineering, & Construction (DEC)

## Professional Services Agreements

### Core Staff Rates

| | |
|---|---|
| DEN Contract Name: | On-Call Infrastructure |
| Design DEN Contract Number: | 202582718 |
| Prime Consultant: | Burns & McDonnell *Privileged & Confidential* |
| Project Name: | TBD |
| Project Number: | TBD |
| MWBE/SBE/DBE Contractual Goal: | 21% |
| Consultant Main Point of Contact (POC): | Nick Tessitore, PE |
| Consultant Main POC Email Address: | ntessitore@burnsmcd.com |
| Consultant Main POC Phone Number: | 720-551-9941 |

Nick Tessitore

Digitally signed by Nick Tessitore
DN: C=US, E=ntessitore@burnsmcd.com, O=Burns & McDonnell, CN=Nick Tessitore
Reason: I am approving this document
Date: 2026.03.02 09:16:28-07'00'

**Contract Point of Contact Signature**

Nick Tessitore, PE

**Contract Point of Contact Name**

**Date:** 9/18/2025

## City and County of Denver

**Company Proprietary Information**

Release to others outside of Denver International Airport Design, Engineering, & Construction (DEC) Department is prohibited without expressed written permission from the company named above.

Revision July 2025

# COMPANY INFO

## Prime Consultant and Sub-Consultants Listings

| | Company Name | Prime / Sub-Contractor | Multiplier | MWBE / SBE Goal % |
|---|---|---|---|---|
| 1 | *Burns & McDonnell | Prime | [redacted] | 0% |
| 2 | *Shrewsberry & Associates, LLC | Sub | [redacted] | 8% |
| 3 | *Aeris Engineering, LLC | Sub | [redacted] | 2% |
| 4 | | | | |
| 5 | *Information Stated Is Privileged & Confidential* | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |
| 16 | | | | |
| 17 | | | | |
| 18 | | | | |
| 19 | | | | |
| 20 | | | | |
| 21 | | | | |
| 22 | | | | |
| 23 | | | | |
| 24 | | | | |
| 25 | | | | |
| 26 | | | | |
| 27 | | | | |
| 28 | | | | |
| 29 | | | | |
| 30 | | | | |
| 31 | | | | |
| 32 | | | | |
| 33 | | | | |
| 34 | | | | |
| 35 | | | | |
| 36 | | | | |
| 37 | | | | |
| 38 | | | | |
| 39 | | | | |
| 40 | | | | |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

# STAFF RATES

## Core Staff Rates

** The "Base Rate" for any employee of the Prime or Sub Consultant is the average annual salary for the Position listed, divided by 2,080.

| | Company Name | Prime or Sub-Contractor | Position | Experience Level | Base Rate** | Multiplier | Calendar Year 1 | Calendar Year 2 | Calendar Year 3 | Calendar Year 4 | Calendar Year 5 | Calendar Year 6 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | *Burns & McDonnell | Prime | Design/Construction Project Manager | Level 4, Supervisory | [redacted] | [redacted] | $ 314.41 | $ 323.84 | $ 333.56 | $ 343.56 | $ 353.87 | $ 364.49 |
| 2 | *Burns & McDonnell | Prime | Administrative Support | Level 3, Full Experience | [redacted] | [redacted] | $ 167.66 | $ 172.69 | $ 177.87 | $ 183.21 | $ 188.70 | $ 194.36 |
| 3 | *Burns & McDonnell | Prime | Architect | Level 3, Full Experience | [redacted] | [redacted] | $ 255.56 | $ 263.23 | $ 271.12 | $ 279.26 | $ 287.64 | $ 296.26 |
| 4 | *Burns & McDonnell | Prime | Commissioning Agent | Level 3, Full Experience | [redacted] | [redacted] | $ 268.45 | $ 276.50 | $ 284.80 | $ 293.34 | $ 302.14 | $ 311.21 |
| 5 | *Burns & McDonnell | Prime | Construction Manager/Engineer | Level 4, Supervisory | [redacted] | [redacted] | $ 303.96 | $ 313.08 | $ 322.47 | $ 332.15 | $ 342.11 | $ 352.37 |
| 6 | *Burns & McDonnell | Prime | Construction Representative | Level 3, Full Experience | [redacted] | [redacted] | $ 265.01 | $ 272.96 | $ 281.15 | $ 289.58 | $ 298.27 | $ 307.22 |
| 7 | *Burns & McDonnell | Prime | Engineer | Level 3, Full Experience | [redacted] | [redacted] | $ 226.77 | $ 233.57 | $ 240.58 | $ 247.80 | $ 255.23 | $ 262.89 |
| 8 | *Burns & McDonnell | Prime | Engineer Technician | Level 3, Full Experience | [redacted] | [redacted] | $ 180.49 | $ 185.90 | $ 191.48 | $ 197.23 | $ 203.14 | $ 209.24 |
| 9 | *Burns & McDonnell | Prime | Project Controls Engineer/Manager | Level 4, Supervisory | [redacted] | [redacted] | $ 261.07 | $ 268.90 | $ 276.97 | $ 285.28 | $ 293.84 | $ 302.65 |
| 10 | *Burns & McDonnell | Prime | Planner/Scheduler | Level 3, Full Experience | [redacted] | [redacted] | $ 208.47 | $ 214.72 | $ 221.17 | $ 227.80 | $ 234.63 | $ 241.67 |
| 11 | *Burns & McDonnell | Prime | Quality Control Engineer | Level 4, Supervisory | [redacted] | [redacted] | $ 262.66 | $ 270.54 | $ 278.66 | $ 287.02 | $ 295.63 | $ 304.49 |
| 12 | *Burns & McDonnell | Prime | Engineer | Level 2, Developmetal | [redacted] | [redacted] | $ 177.90 | $ 183.24 | $ 188.73 | $ 194.40 | $ 200.23 | $ 206.23 |
| 13 | *Burns & McDonnell | Prime | Project Engineer | Level 3, Full Experience | [redacted] | [redacted] | $ 226.77 | $ 233.57 | $ 240.58 | $ 247.80 | $ 255.23 | $ 262.89 |
| 14 | | | | | | | | | | | | |
| 15 | *Shrewsberry & Associates, LLC | Sub | Project Engineer | Level 5, Managerial | [redacted] | [redacted] | $ 306.38 | $ 315.57 | $ 325.04 | $ 334.79 | $ 344.83 | $ 355.18 |
| 16 | | | | | | | | | | | | |
| 17 | *Aeris Engineering, LLC | Sub | Engineer | Level 5, Managerial | [redacted] | [redacted] | $ 222.60 | $ 229.28 | $ 236.16 | $ 243.25 | $ 250.54 | $ 258.06 |
| 18 | *Aeris Engineering, LLC | Sub | Engineer | Level 4, Supervisory | [redacted] | [redacted] | $ 195.16 | $ 201.01 | $ 207.04 | $ 213.25 | $ 219.65 | $ 226.24 |
| 19 | *Aeris Engineering, LLC | Sub | Engineer | Level 3, Full Experience | [redacted] | [redacted] | $ 158.58 | $ 163.33 | $ 168.23 | $ 173.28 | $ 178.48 | $ 183.83 |
| 20 | *Aeris Engineering, LLC | Sub | Engineer | Level 2, Developmetal | [redacted] | [redacted] | $ 134.15 | $ 138.17 | $ 142.32 | $ 146.59 | $ 150.98 | $ 155.51 |
| 21 | | | | | | | | | | | | |
| 22 | *Information Stated Is Privileged & Confidential* | 0 | | | | 0.00 | $ - | $ - | $ - | $ - | $ - | $ - |
| 23 | | | | | | | | | | | | |
| 24 | | | | | | | | | | | | |
| 25 | | | | | | | | | | | | |
| 26 | | | | | | | | | | | | |
| 27 | | | | | | | | | | | | |
| 28 | | | | | | | | | | | | |
| 29 | | | | | | | | | | | | |
| 30 | | | | | | | | | | | | |
| 31 | | | | | | | | | | | | |
| 32 | | | | | | | | | | | | |
| 33 | | | | | | | | | | | | |
| 34 | | | | | | | | | | | | |
| 35 | | | | | | | | | | | | |
| 36 | | | | | | | | | | | | |
| 37 | | | | | | | | | | | | |
| 38 | | | | | | | | | | | | |
| 39 | | | | | | | | | | | | |
| 40 | | | | | | | | | | | | |
| 41 | | | | | | | | | | | | |
| 42 | | | | | | | | | | | | |
| 43 | | | | | | | | | | | | |
| 44 | | | | | | | | | | | | |
| 45 | | | | | | | | | | | | |
| 46 | | | | | | | | | | | | |
| 47 | | | | | | | | | | | | |
| 48 | | | | | | | | | | | | |
| 49 | | | | | | | | | | | | |
| 50 | | | | | | | | | | | | |
| 51 | | | | | | | | | | | | |
| 52 | | | | | | | | | | | | |
| 53 | | | | | | | | | | | | |
| 54 | | | | | | | | | | | | |
| 55 | | | | | | | | | | | | |
| 56 | | | | | | | | | | | | |
| 57 | | | | | | | | | | | | |
| 58 | | | | | | | | | | | | |
| 59 | | | | | | | | | | | | |
| 60 | | | | | | | | | | | | |
| 61 | | | | | | | | | | | | |
| 62 | | | | | | | | | | | | |
| 63 | | | | | | | | | | | | |
| 64 | | | | | | | | | | | | |
| 65 | | | | | | | | | | | | |
| 66 | | | | | | | | | | | | |
| 67 | | | | | | | | | | | | |
| 68 | | | | | | | | | | | | |
| 69 | | | | | | | | | | | | |
| 70 | | | | | | | | | | | | |
| 71 | | | | | | | | | | | | |
| 72 | | | | | | | | | | | | |
| 73 | | | | | | | | | | | | |
| 74 | | | | | | | | | | | | |
| 75 | | | | | | | | | | | | |
| 76 | | | | | | | | | | | | |
| 77 | | | | | | | | | | | | |
| 78 | | | | | | | | | | | | |
| 79 | | | | | | | | | | | | |
| 80 | | | | | | | | | | | | |
| 81 | | | | | | | | | | | | |
| 82 | | | | | | | | | | | | |
| 83 | | | | | | | | | | | | |
| 84 | | | | | | | | | | | | |
| 85 | | | | | | | | | | | | |
| 86 | | | | | | | | | | | | |
| 87 | | | | | | | | | | | | |
| 88 | | | | | | | | | | | | |
| 89 | | | | | | | | | | | | |
| 90 | | | | | | | | | | | | |
| 91 | | | | | | | | | | | | |
| 92 | | | | | | | | | | | | |
| 93 | | | | | | | | | | | | |
| 94 | | | | | | | | | | | | |
| 95 | | | | | | | | | | | | |
| 96 | | | | | | | | | | | | |
| 97 | | | | | | | | | | | | |
| 98 | | | | | | | | | | | | |
| 99 | | | | | | | | | | | | |
| 100 | | | | | | | | | | | | |
| 101 | | | | | | | | | | | | |
| 102 | | | | | | | | | | | | |
| 103 | | | | | | | | | | | | |
| 104 | | | | | | | | | | | | |
| 105 | | | | | | | | | | | | |
| 106 | | | | | | | | | | | | |
| 107 | | | | | | | | | | | | |
| 108 | | | | | | | | | | | | |
| 109 | | | | | | | | | | | | |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

# POSITION LIST

| Level of Experience | Description |
|---|---|
| Level 1, Entry | Assignments are concentrated in one functional area within individual's discipline or field. Works with close direction as to approach and desires end results. Becomes familiar with techniques, |
| Level 2, Developmetal | Individual is capable of independently performing most conventional technical functions within discipline. Work is reviewed for application of sound professional judgment. May provide technical |
| Level 3, Full Experience | Fully experienced and competent individual capable of performing all functions within a discipline and capable of solving difficult problems requiring substantial evaluation, analysis, and modification or |
| Level 4, Supervisory | Supervisory level responsible for the technical activities related to numerous projects. Staffs, establishes objectives, and reviews performance of activities on projects directed. Requires engineering |
| Level 5, Managerial | Individual has full managerial responsibility for a given scope of work and the direction, control, and utilization of a staff of professionals and support personnel (at least ten or more in number). Is |

| Area of Expertise | Job Title | Description |
|---|---|---|
| Administrative | Administrative Support | This position is designed to provide essential administrative support, helping to streamline processes and enhance productivity. By managing various tasks, the Project Administrative Assistant contributes to the achievement of business goals and the overall efficiency of daily operations. Performs specialized and/or technical office support work that requires detailed knowledge of the specialized/technical area. |
| Architectural Design | Architect | Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Negotiates critical and controversial issues with top-level architects, engineers, and officers of other organizations and firms. Individual demonstrates high degree of creativity, foresight, and judgment in planning, organizing, and guiding extensive and/or unique architectural programs and activities. |
| Surveying | Chain/Rod Technicial | Stakes out and elevates survey points. Performers maintenance of certain equipment and maintains supplies for survey crew. |
| Construction | Chief Construction Representative | Plans and coordinates all field-inspection activities and reviews the work of Inspectors to ensure compliance with job specifications. Will prepare summary reports, respond to various problems of Inspectors, authorize expenses and overtime, and assist Resident Engineers in completion of construction work in accordance with design. Requires 10 or more years of experience with some technical training or the equivalent. |
| Commissioning | Commissioning Agent | Independently performs non-routine and complex commissioning work with responsibility for planning and execution. Executes and delegates objectives from supervisor. Develops and maintains commissioning documentation such as commissioning plans, test plans, test results, observations, issues reporting, recommendations, etc. to verify the project meets the owner's requirements. Sufficiently competent in one or more construction disciplines. |
| Construction | Construction Coordinator | Position supervises the installation of (discipline) equipment, systems, and components, using the technical knowledge and experience to aid installing contractors. Assures that equipment, systems, and components can be constructed without unnecessary delay. Coordinates scheduling of construction and provides communication with project management regarding progress and conflicts. Provides interpretation of specifications and contracts and monitors the construction process, verifying that work completed is in accordance with contract documents. |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

| | | |
|---|---|---|
| Construction | Construction Manager | Responsible, through subordinate Resident Construction Managers, for overall management direction of several construction projects. Accountability includes timely and satisfactory completion of construction projects, assuring satisfactory client service, participating in business- development activities, key field-position staffing, project plans, objectives setting/performance evaluation, and related management activities. |
| Construction | Construction Manager/Engineer | Responsible for all field-construction activities on a large-scale project. May have own project work force, and will act as prime client contact on construction matters including participation in negotiations and securing client approvals. |
| Construction | Construction Representative | Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Is experienced in a given discipline of inspection work and/or has the capability to monitor several types of work activity. Requires 2 to 5 years of inspection experience. |
| Contract Management | Contract Administrator/Manager | Consistent with management's goals, policies, and procedures; will expedite the preparation, review, and execution of contracts for the procurement of goods, materials, or services as related to the construction function. Involves the proper preparation of Preliminary Agreements and Contracts and the obtaining of all required approvals. Will assure that all clarifications and amendments of negotiations are incorporated into the final construction contract. Generates, maintains, and audits a central contract resource file. Assures that necessary procedural controls exist |
| Project Support | Cost/Estimating Engineer | Position involves the preparation of quantity takeoffs (computerized or manual) from which cost database, prices of materials, and labor values can be determined and applied. Requires knowledge of technical methods, procedures, and the types of construction work involved. Requires the capability of applying sound cost-estimating and cost-control methods that are pertinent to the project and the evaluation, analysis, modification, or adoption of standard techniques. The degree of complexity of assignments will be dependent upon experience and technical know-how. |
| Analytics Development | Data Analyst/Architect | Data model, data mapping, dashboard development, system integration. Performs analytical assessments and evaluations by fulfilling data requests, providing analytical and methodological support, and data modeling. |
| Project Management | Design/Construction Project Manager | Responsible, through subordinate Design/Construction Project Managers, Project Support staff, Inspectors, and others for overall management direction of several construction projects. Accountability includes timely and satisfactory completion of design/construction projects, assuring satisfactory stakeholder and sponsor service. Responsible for supervising, directing, and coordinating design/construction management of commercial, industrial, and/or municipal projects including direct liaison with stakeholders, designers, and contractors regarding project feasibility, cost, staffing, completion, and maintenance. Will negotiate pricing/fees; formulate and implement budget and work plan; prepare project-status reports; and oversee the review of plans and drawings in accordance with contract documents. |
| Document Management | Document Controller/Manager | Develop new document control procedures / adjust existing procedures, expertise in record management, manage document repository systems. |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

| | | |
|---|---|---|
| Engineering | Engineer | Position is responsible for multiple construction projects or a single project of a large scale requiring multiple disciplines. This includes reviewing design and bidding documents; soliciting, receiving, and evaluating contractor bids; supervising construction progress and scheduling; starting up process systems/equipment or facilities for turning over to the owner's personnel. Supervises field staff and contractors on the site with responsibility for quality construction in accordance with plans and specifications. Is responsible for approval of change orders, invoices, and payment applications that may include final payment. |
| Engineering | Engineer Technician | Performs non-routine and complex assignments with responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more-diverse project. Engineer outlines objectives, requirements, and design approaches. Maybe assisted by lower-level Technicians. Reviews and analyzes a variety of engineering data to determine requirements to meet engineering objectives; may calculate design data; prepares layouts, detailed specifications, parts lists, estimates, procedures, etc. |
| Engineering | Engineering/ Architect Specialist | Position is responsible for multiple construction projects or a single project of a large scale requiring multiple disciplines. This includes reviewing design and bidding documents; soliciting, receiving, and evaluating contractor bids; supervising construction progress and scheduling; starting up process systems/equipment or facilities for turning over to the owner's personnel. Supervises field staff and contractors on the site with responsibility for quality construction in accordance with plans and specifications. Is responsible for approval of change orders, invoices, and payment applications that may include final payment. |
| Construction | Field Engineer | Position monitors the activities of contractors on the construction site within a discipline or multiple disciplines based on experience. Initiates action as required to keep construction progress in line with overall project schedule and in conformance with the contract documents. Assists Resident Engineer or Construction Manager in the coordination of activities. Provides daily inspection of construction activities. Reviews contractors' payment applications, change orders, and equipment-vendor-payment requests, making recommendations to their supervisor. Schedules equipment and/or material delivery with contractor schedules to meet project schedule. |
| Construction | Field Superintendent | Responsible for the day-to-day construction activities of contractors on-site with regard to scheduling manpower and expediting receipt of equipment and materials for utilization at various phases of work. Will review shop drawings, negotiate change orders, resolve contractor conflicts, and provide site coordination on items pertinent to meeting specific cost and time requirements with the contract documents. Requires significant field-construction exposure that may be gained through practical construction experience and/or a degree in engineering with good field/design experience |
| Quality Assurance | Inspector | Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents.Is experienced in various disciplines of inspection work and/or has the capability to monitor several types of work activity. Plans and coordinates all field-inspection activities and may review the work of Inspectors to ensure compliance with job specifications. Will prepare summary reports, respond to various problems of Inspectors, and assist Project Management staff in completion of construction work in accordance with design. |
| Engineering | Instrument Technician | Maintains and operates all instruments and measuring devices needed to complete different types of surveying assignments. Has ability to operate the following equipment: transit, level, the odolites, hp distance meter, ranger, chain, electrotope, and tellurometer. |
| Interior Design | Interior Designer | Serves as primary contact with clients, consultants, and public agencies on all assigned projects. Determines standards for project development. Requires substantial knowledge of architectural contract preparation and use. Organizes and leads contract negotiations while providing leadership to project teams. Responsible for developing schedules, manpower allocations, and budgets on all assigned projects |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

| | | |
|---|---|---|
| Auditor | Internal Auditor | Is responsible for auditing accounting, financial, and statistical reports and data within the company to ensure the accuracy of information and compliance with established accounting principles and company policies. Is able to conduct audits of a moderately complex nature and provide evaluation of findings. Normally has a Bachelor's Degree and 3 to 4 years' experience. |
| Laboratory | Laboratory Technician | Performs non-routine and complex scientific laboratory assignments with responsibility for planning and conducting complete projects of limited scope or portions of larger and more diverse projects. Can direct and coordinate efforts of other laboratory technicians when required. Fully competent and proficient in operating sophisticated scientific equipment, having ability to independently perform complex procedures and techniques with accuracy. |
| Surveying | Land Surveyor | Responsible for initiating and completing both the preliminary and final land surveys and ensuring that accuracy of surveys reflects the integrity of design and meets all requirements. Is required to be a Registered Land Surveyor with a minimum of 5 years of broad survey experience and some technical-school training. May supervise the activities of survey crews and provide training to staff. |
| Landscaping | Landscape Architect | Responsible for complex and/or diverse project assignment design and development, and may supervise lesser-experienced staff toward assigned project task completion. |
| Construction | Materials Manager | Monitors, reviews, and coordinates all materials movement and storage. May be required to negotiate materials' shipping and arrival times with carriers and schedule intra-facility materials movement. Oversees warehousing of raw materials and finished goods. Reviews accuracy of freight bills and rates for inbound and outbound shipments. May revise shipping routes for cost-effectiveness, when possible. |
| Surveying | Party Chief | Organizes and maintains efficiency of field survey crew in completing specific jobs. Accurately calculates and records field data that are clear and understandable. Reviews job specifications and determines the best course for completing the fieldwork in an efficient and safe manner. (Is non-registered) |
| Project Support | Planner/Scheduler | Position is responsible for the assembling and analyzing of project information and preparing understandable documents that serve as a tool to eliminate design discrepancies and problems, while improving the efficient planning and scheduling of projects. Will monitor projects in accordance to set schedules through use of analytical reports. Work requires the application of standard planning / scheduling techniques and methods based on level of experience and may involve substantial evaluation, analysis, and modification of such standards in problem-solving efforts. |
| Project Controls/ Reporting | Project Controls Engineer/Manager | Applies diversified knowledge of scientific principles and practices to broad variety of assignments and related fields. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Participates in planning and executing project programs using specialized knowledge of complexities, methods and probable value of results. May serve as expert in narrow specialty (e.g. Ornithology, Ichthyoplankton, Radiology, etc.) making recommendations and conclusions, which serve as basis for undertaking or rejecting specific project tasks |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

| | | |
|---|---|---|
| Project Support | Project Coordinator | Position supervises the installation of equipment, systems, and components, using the technical knowledge and experience to aid installing contractors. Assures that equipment, systems, and components can be constructed without unnecessary delay. Coordinates scheduling of construction and provides communication with project management regarding progress and conflicts. Provides interpretation of specifications and contracts and monitors the construction process, verifying that work completed is in accordance with contract documents. |
| Project Support | Project Engineer | Prepares requests for proposals and reviews technical specifications for accuracy. Will develop bid documents, bid evaluations, and award recommendations for issuance of contracts. Based on experience, the scope of projects evaluated will vary as well as the degree of supervision required of other technical staff. Will resolve contract-engineering problems that may involve evaluation, analysis, and modification or adoption of standard procedures. |
| Quality Control | Quality Control Engineer | Position involves the performance of conventional quality-control functions within a discipline to ensure accuracy and completeness of design as they relate to materials, equipment, systems, and methods required in construction. Ensures that proper testing and analysis are undertaken and completed in the evaluation of these materials, equipment, and systems. |
| Risk Management | Risk Manager | Run project specific risk workshops to develop risk registers, contingency and float requirements, provide analysis on risk profile for portfolio. |
| Scheduling | Scheduler | Set up baseline schedules, progress updates against baseline, develop schedule reports, contractor schedule reviews, time impacts assessments for change orders, P6 / EPPM Set up, database administration |
| Specialist Services | Scientist | Applies diversified knowledge of scientific principles and practices to broad variety of assignments and related fields. Requires use of advanced techniques and modification and extension of theories, precepts, and practices in individual's field. Participates in planning and executing project programs using specialized knowledge of complexities, methods and probable value of results. May serve as expert in narrow specialty (e.g. Ornithology, Ichthyoplankton, Radiology, etc.) making recommendations and conclusions, which serve as basis for undertaking or rejecting specific project tasks |
| Unifier Support/ Primevera P6 Support | Technical Support | Unifier Certification Required. Primavera P6 Certification Required. |
| Unifier Development | Unifier Systems Developer | Unifier Certification Required, Business Process Design, Implementation, Testing |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

# EXHIBIT C

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

**A. Certificate Holder and Submission Instructions**

Commercial Operator must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249

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

The official repository for Certificates of Insurance (COIs) within DEN is PINS Advantage. Upon contract initiation, an email will be sent to the Commercial Operator with instructions to upload the COIs for insurance compliance. The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Commercial Operator.

**B. Defined Terms**

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

**C. Coverages and Limits**

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

   a. If operating vehicles unescorted airside at DEN, a $10,000,000 combined single limit each occurrence for bodily injury and property damage is required. DEN has established an Airside Unescorted Excess Auto Liability Program to support Commercial Operators in meeting the $10,000,000 auto liability requirement for unescorted airside driving privileges. This program offers $9,000,000 in excess

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

coverage over a $1,000,000 base liability. For more information, please visit: DEN AirsideDrive Program.

b. If Commercial Operator does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
c. If transporting waste, hazardous material, or regulated substances, Commercial Operator shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
d. If Commercial Operator does not own any fleet vehicles and/or Commercial Operator's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Commercial Operator shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Commercial Operator. This provision does not apply to persons solely commuting to and from the airport.
e. If Commercial Operator will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.

3. Workers' Compensation and Employer's Liability Insurance
Commercial Operator shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.

a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Commercial Operator to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.

4. Property Insurance
Commercial Operator is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Commercial Operator carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.

5. Professional Liability (Errors and Omissions) Insurance
Commercial Operator shall maintain a minimum limit of $1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.

6. Unmanned Aerial Vehicle (UAV) Liability:
If Commercial Operator desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:

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

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

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

**D. Reference to Project and/or Contract**

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

**E. Additional Insured**

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

**F. Waiver of Subrogation**

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

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

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

**G. Notice of Material Change, Cancellation or Nonrenewal**

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

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

**H. Cooperation**

Commercial Operator agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Commercial Operator's failure to fully cooperate may, as determined in the City's sole discretion, provide cause

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

**I. Additional Provisions**

1. Deductibles or any type of retention are the sole responsibility of the Commercial Operator.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Commercial Operator procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Commercial Operator signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Commercial Operator's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Commercial Operator is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Commercial Operator shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Commercial Operator's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

**J. Part 230 and the DEN Airport Rules and Regulations**

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

**K. Applicability of ROCIP Requirements**

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

as “ROCIP”). A ROCIP is a single insurance program that insures DEN, the Commercial Operator and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Commercial Operator is NOT eligible for or provided insurance coverage under a ROCIP program. Commercial Operator must provide its own insurance as specified in this Agreement. If Commercial Operator is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

DEN ROCIP Safety Manual

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Commercial Operator’s information.

DEN ROCIP Insurance Manual
DEN ROCIP Claims Guide

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

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

# PROFESSIONAL SERVICES TASK ORDER PROCESS

| | |
|---|---|
| Office of Primary Responsibility: | Design, Engineering and Construction (DEC) |
| Supersedes: | COMBINES TASK ORDER PROCESS - PROPOSALS AND EXECUTION, JULY 2025, R2 & TASK ORDER PROCESS - SCHEDULING, REPORTING, COMPENSATION, JULY 2025 R2, & PROFESSIONAL SERVICES COMPENSATION PROCESS, OCTOBER 2025, Rev 01 |
| Certified by: | Senior Director, Project Delivery |

## CONTENTS

PROPOSALS AND EXECUTION ..... 2
TASK ORDER OVERVIEW ..... 2
TASK ORDER REQUEST FOR PROPOSAL ..... 2
CONTRACTOR TASK ORDER PROPOSAL ..... 3
LUMP SUM OR TIME AND MATERIALS, NOT TO EXCEED PROPOSAL PRICING ..... 3
TASK ORDER ISSUANCE; WORK COMMENCEMENT ..... 3
NOTICE TO PROCEED BEFORE WORK COMMENCEMENT ..... 3
CHANGES TO TASK ORDER OF WORK ..... 4
CITY INITIATED CHANGES ..... 4
CONTRACTOR REQUESTED CHANGES ..... 4
TASK ORDER CLOSEOUT ..... 5
MISCELLANEOUS REQUIREMENTS ..... 5
EXISTING FACILITY INFORMATION ..... 5
SCHEDULING, REPORTING, & COMPENSATION ..... 5
PROGRESS PAYMENT MEASUREMENT ..... 6
INVOICES AND PROGRESS PAYMENTS ..... 7
ALLOWABLE OVERHEAD (INDIRECT COSTS) ..... 8
NON-ALLOWABLE OVERHEAD (INDIRECT COSTS) ..... 8
EXPENSES (OTHER DIRECT COSTS) ..... 9
DEC PROJECT MANAGER DISCRETION ..... 10
REFERENCED FORMS ..... 10

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



DESIGN, ENGINEERING AND CONSTRUCTION
DENVER INTERNATIONAL AIRPORT
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)

# PROPOSALS AND EXECUTION

## TASK ORDER OVERVIEW

The City maintains professional services contracts to support the delivery of various projects as specified and directed by Task Order, including on an as-needed basis. The Task Order scopes of work are defined on an individual basis. They may include professional services in support of modifications and additions to airport facilities and systems and may involve various professional services (but not construction) disciplines depending on the scope of the contract, including, but not limited to: structural; civil; mechanical; electrical; plumbing; life safety; environmental testing; fire alarm; fire protection; controls and automation; telecommunications; architectural & interior design; interior finishes; demolition; and site surveying. Conducting this work may include project management; programming; pre-construction planning; scheduling; cost estimating; permitting; quality control planning and management; safety planning and management; coordination with internal and external stakeholders; participation in construction update meetings; construction administration; and closeout activities. In addition to the types of projects described above, the Contractor may be tasked to participate in the construction of a project by providing construction administration services.

Should a Task Order scope of work require a discipline that is not currently represented by the Contractor or Contractor's team, the Contractor shall add that discipline as part of the team for that specific Task Order scope of work. The Contractor shall identify a specialty subcontractor for the required discipline and submit the subcontractor's qualifications, personnel pay classifications, and agreed-upon hourly billing rates for approval by the DEC Project Manager in accordance with the Contract or Agreement to which this exhibit is attached (referred to herein as "Agreement").

## TASK ORDER REQUEST FOR PROPOSAL

The Project Manager will issue to the Contractor a Task Order Request for Proposal (Task Order RFP) for each specific Task Order scope of work. The Contractor shall prepare and submit a fee and services proposal and its Task Order schedule within fourteen (14) calendar days of receipt of the Task Order RFP, unless an alternate response timeline is defined by the Project Manager in the Task Order RFP. Task Order RFPs are not guaranteed to result in an executed Task Order.

For each Task Order RFP, the City will review the corresponding narrative, fee proposal, and Task Order schedule provided in response and the Project Manager may issue a Task Order for such work. The Contractor shall not begin work on any Task Order scope of work without having received a fully executed Notice to Proceed (NTP). In the event the Project Manager issues a Task Order and upon issuance of the NTP, the Contractor shall perform such work within the time agreed and for the compensation that is approved in the Task Order.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# CONTRACTOR TASK ORDER PROPOSAL

The Contractor shall provide a fee and services proposal in response to each Task Order RFP that includes the following:

1. A narrative of the understanding of the requested scope of work, including all assumptions, exclusions, requested expenses, and breakdown of scope of work performed by all subcontractors. The narrative can also include pictures, diagrams, plans, or other means to convey the understanding of the scope of work.
2. A schedule identifying all phases of scope of work.
3. A proposed fee, either as a time-and-materials, not-to-exceed, or as a lump sum/fixed amount for the duration of the scope of work (as specified in the Task Order RFP), inclusive of all annual billable rate adjustments proposed. If, and when any annual billable rate adjustments are memorialized in an updated and approved Rates Exhibit, those rates shall go into effect on January 1 of the referenced year. The fee structure for the proposal will be identified and defined in the Task Order RFP. The proposed fee may include a maximum subcontractor markup of up to five percent (5%) and will be provided on an accompanying Task Order Fee Proposal Spreadsheet.
4. Any other proposal requirements identified in the Task Order RFP.

Fees for proposal preparation are not chargeable to the City and will not be reimbursed or otherwise included in Contractor's fee proposal.

# LUMP SUM OR TIME AND MATERIALS, NOT TO EXCEED PROPOSAL PRICING

The Task Order RFP will indicate whether the Contractor is required to submit a Lump Sum/Fixed Fee proposal or a Time & Materials, Not to Exceed proposal for the requested services and scope of work. Any additional proposal documentation required will be defined in the Task Order RFP.

1. Lump Sum/Fixed Fee Proposal - Contractor's proposal will be related to levels of effort and a clear scope of work provided in the Task Order RFP. The Contractor's fee will be provided as a lump sum (fixed price) amount for the entirety of the scope of work, which will be invoiced monthly as a percent-complete of the lump sum for the previous billing period.
2. Time and Materials, Not-to-Exceed Proposal - Contractor's proposal will be related to proposed hours and associated costs to deliver the entirety of the scope of work, which will be invoiced monthly for the calculated cost of the hourly work for the previous billing period.

# TASK ORDER ISSUANCE; WORK COMMENCEMENT

## NOTICE TO PROCEED BEFORE WORK COMMENCEMENT

Following the City's acceptance of the Contractor's proposal in response to a Task Order RFP, the Project Manager will provide written notification to the Contractor of such acceptance in the form of an executed Task Order and written Notice to Proceed (NTP). The Contractor shall not proceed with the work described

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



in the Task Order and the City shall not be obligated to pay Contractor for any work performed until the Project Manager has issued an NTP authorizing the commencement of work under the Task Order.

## CHANGES TO TASK ORDER OF WORK

### CITY INITIATED CHANGES

Changes to the scope of work under any Task Order initiated by the City will be initiated by the Project Manager's issuance to the Contractor of a Task Order Request for Proposal for Changed Services (Task Order Change RFP). Initiation of this request for changed services does not guarantee modification to a Task Order, including increased scope of work or schedule relief.

Within fourteen (14) calendar days upon receipt of a Task Order Change RFP, or a duration as defined in writing by the Project Manager, the Contractor shall provide a proposal that includes the following:

1. A narrative of the understanding of the requested change including all assumptions, exclusions, requested expenses, and breakdown of additional scope of work performed by all subcontractors.
2. A revised schedule identifying all phases of the work that demonstrates the proposed changed schedule compared to the original schedule.
3. A proposed fee, either as a time-and-materials, not-to-exceed, or as a lump sum/fixed amount (based on the format of the original task order proposal) for the revised duration of the scope of work (as specified in the Task Order Change RFP), inclusive of all annual billable rate adjustments proposed. The proposed fee may include a maximum subcontractor markup of up to five percent (5%) and will be provided on an accompanying Task Order Fee Proposal Spreadsheet that clearly demonstrates the proposed changed fee compared to the original fee.
    a. Information related to the additional fee may potentially include information broken down by personnel, billing rates, requested expenses, schedule, and hours necessary to complete the changed scope of work. This additional information, if required, will be identified in the Task Order Change RFP.

If the City accepts the Contractor's proposal in response to a Task Order Change RFP, the Project Manager shall issue written notification to the Contractor in the form of an executed Task Order Amendment detailing all changes to the original Task Order.

### CONTRACTOR REQUESTED CHANGES

Any requests for schedule change or increases in the Task Order compensation amount by the Contractor shall be submitted to the Project Manager in writing and shall include an explanation and justification for the proposed schedule and/or cost change or increases.

Approval of the Contractor's request for changes to a Task Order, if accepted by the City, will be documented by an executed Task Order Amendment. The Contractor shall not proceed with any changed

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



work before receiving such documentation. The City is not obligated to grant any schedule or cost changes or increases.

## TASK ORDER CLOSEOUT

Task Order Closeout Initiation: Contractor shall not commence Task Order closeout before receiving prior written approval from the Project Manager.

Task Order Closeout Documents include the following:

1. Professional Services Affidavit of Completion Letter
2. Final Statement of Accounting
3. Any other documents or information required by the Project Manager.

## MISCELLANEOUS REQUIREMENTS

### EXISTING FACILITY INFORMATION

City-supplied documents and digital models: As the scope of a task is defined, the City may make available to the Contractor documents when they exist, related to that specific Task Order scope of work. These documents, when provided for the Contractor's reference in responding to a Task Order RFP, will be considered by the Contractor as 'For Information Only' and will not represent any guarantee of existing conditions. The Contractor shall conduct due diligence in preparing a proposal with all stated inclusions and exclusions as required. Such documents may include items such as:

4. Electronic files of Construction Drawings (Task Order Specific);
5. Available BIM files for areas of work (Task Order Specific);
6. Electronic copies of available Technical Specifications or Reports (Task Order Specific); and
7. 3-D Scans of spaces (Task Order Specific).

# SCHEDULING, REPORTING, & COMPENSATION

This section describes the Contractor's obligations to prepare and submit schedules, budgets, invoices, progress reports, and correspondence. The Contractor shall prepare invoices that are based on its progress toward completing work under a Task Order. The Contractor shall schedule the work and identify the resources which will be required to complete each scheduled phase of a Task Order. Those resources are totaled for each phase of the Task Order. The Contractor then measures monthly progress and prepares invoices based on payment alternatives or Task Order structure, which the Contractor must submit for written approval as described in this document. Billing shall be one combined summary invoice for all active Task Orders. Invoices for each project shall be combined into a single monthly invoice package, with either percent-complete or time-and-materials calculation of the task order fee indicated on an invoice

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



summary table. The acceptable format for this invoice package is a hyperlinked PDF file for easy navigation.

The Contractor shall invoice for its progress toward completing a task shown on its work schedule for each Task Order. Payments for each Task Order will be calculated in accordance with the Progress Payment Measurement identified in each Task Order RFP and elaborated in the following sections, and shall not exceed the Task Order amount approved, inclusive of any executed Task Order Amendments. Submittal of time sheets may be required concurrently with the submittal of each invoice if specifically required in the Task Order RFP or Task Order Change RFP.

## PROGRESS PAYMENT MEASUREMENT

The method of calculating progress payments is described as follows. Alternatives may be requested by the Contractor and approved at the City's sole discretion. The approved method shall be defined in the Task Order.

1. Lump Sum/Fixed Price: Monthly progress payments will be based on the percent-complete of the lump sum/fixed price for the Task Order scope of work. This percent-complete will include all labor, equipment, materials, or other allowable expenses as defined in the Task Order. Each invoice shall contain an estimate of the percentage complete, and if any other backup documentation is required the backup documentation will be defined in the Task Order.
    a. Monthly invoices and corresponding payments may be approved up to, but not exceeding, the next identified development milestone. For example, while working toward the submission and approval of the 30% design package, up to 30% of the lump sum may be invoiced and requested for payment. Additional invoices and requests for payments beyond 30% of the lump sum amount will not be approved until the 30% milestone has been accepted by the City.
    b. Alternatively, if milestones are not defined in the Task Order, the Contractor shall propose for the City's review and approval a monthly payment schedule prior to the Contractor's issuance of its first invoice.
2. Time and Materials, Not to Exceed: Monthly progress payments will be based on the actual number of direct labor hours, approved materials, and other allowable expenses for the period invoiced to perform a Task Order scope of work, in accordance with the approved Task Order Fee Proposal Spreadsheet. Each invoice shall contain a table of costs and hours by each employee which shows actuals, projected (or proposed), percent complete of projected (or proposed), and percent remaining to reach the not-to-exceed amount
    a. All billable rates and hours contained in time and materials invoices will reflect the annual billable rates established in the Labor Rates and Classifications Exhibit to the Agreement (unless otherwise specified in the RFP). As the "Calendar Year" for subcontractors in the Labor Rates and Classifications Exhibit to the Agreement are the billable rates charged to

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



the Contractor, the allowable subcontractor markup (maximum 5%) will be applied in the monthly invoice

## INVOICES AND PROGRESS PAYMENTS

Task Orders shall have a pre-defined maximum value known as the Not-to-Exceed amount. This may be a lump sum/fixed price, or a not-to-exceed value based on time-and-materials billing. If the Not-to-Exceed amount is for a time-and-materials-based Task Order, payment of the full Not-to-Exceed amount is not guaranteed to the Contractor.

The Contractor shall submit invoices by the 10th day of the month, or by such other date agreed to by the Contractor and confirmed in writing by the Project Manager. Payment of invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, the timely submission of invoices is required.

In accordance with requirements set forth in the Agreement, the Contractor must have provided the City with the following documentation before any work may commence or before any payments will be made to the Contractor:

1. The current Certificate of Insurance providing the levels of protection required by the Prime Agreement;
2. Signed subcontractor agreement(s);
3. Final Organizational Chart (Updated with new Subcontractors as they are acquired); and
4. Name and Title for Authorized Signatories. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.

### *MONTHLY INVOICE NARRATIVE*

The monthly invoice package must contain a project narrative submitted with each invoice. This narrative will describe the work completed in the month of work invoiced, which represents the hours expended and invoiced costs. Failure to submit the monthly invoice narrative and all requirements set forth in the Agreement may be cause for the City's rejection of the invoice until such time that all requirements are fulfilled. Contractor shall complete and include a Monthly Invoice Checklist with each invoice submission.

### *FINAL CLOSE OUT INVOICE*

By submitting a final close out invoice, Contractor agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Contractor agrees to release and forever discharge the City from all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Contractor agrees that this release is in full settlement of all claims, causes of action, and liability of any nature whatsoever which Contractor, any of its subcontractors, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from the Project Manager and shall also include a written Affidavit of Completion, certifying all services under the Task Order have been completed, and a Final Statement of Accounting, summarizing all payments made to date, final amount due, and any unused Task Order funds to be unencumbered.

## ALLOWABLE OVERHEAD (INDIRECT COSTS)

All allowable indirect general and administrative overhead expenses (O.H.) are incorporated in the labor rates and classifications and calculated by applying the overhead multiplier factor against core staff "base rates".

O.H. are costs that benefit more than one project and cannot be directly identified with a single specific task objective of the project and may include:

1. Office Provisions: Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment.
2. Supplies & Equipment: Office, drafting, engineering copying, postage, freight, vehicles, computer drafting and graphics, computers, telephones/cell phones, software.
3. Maintenance, Calibration, Certification, and Repair: Office equipment and field equipment.
4. Insurance: Professional liability, errors and omissions liability, vehicles, facilities.
5. Taxes: Only allowable state, local, and federal taxes.
6. Marketing fees & Publications: Licenses, dues, subscriptions, trade shows, staff support.
7. Management, Admin & Clerical Office Staff: All management, administrative, clerical, and management support staff not directly performing work on the specific Task Order.
8. Other Indirect Costs: Training, technical seminars, library, financial & legal costs, employment fees and recruitment costs.

Upon request from the SVP or the Project Manager, Contractor shall provide a breakdown of all allowable O.H. costs included in the labor rates or multiplying factor.

## NON-ALLOWABLE OVERHEAD (INDIRECT COSTS)

Non-Allowable Overhead includes but is not limited to advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, roadway tolls, donations, gifts, charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, and unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35). Costs of drafting proposals in response to Task Order RFPs or Task Order Change RFPs, including personnel costs, are not allowable. If an expense is not explicitly included in this Exhibit as an allowable expense, it is a non- allowable expense.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# EXPENSES (OTHER DIRECT COSTS)

Expenses Reimbursed at Cost: All allowable (non-Salary and non-O.H.) expenses are reimbursed at cost. Receipts are required for all direct expenses submitted for reimbursement.

*EXPENSES GREATER THAN $500*

All direct expenses greater than $500 must be approved prior to the expenditure. Contractor shall identify all such anticipated expenses on the Task Order Fee Proposal Spreadsheet and the Project Manager shall document the City's approval of such costs in each Task Order. Any asset purchased must be surrendered to the City upon Task Order closeout. The Contractor shall be charged a replacement value for any asset paid for by the City that is not accounted for at Task Order closeout.

*TRAVEL AND AIRFARE*

All travel from outside the Denver metropolitan area must be pre-approved on the DEC Advance Travel Authorization Form and signed by a DEC Supervisor. Travel shall be completed using the most reasonable cost and means under the circumstances and must comply with the City's Fiscal Accountability Rules applicable to such travel expenses and any other applicable policies established by the City. Without modifying any such City rules or policies, travel expenses are reasonable, appropriate, and necessary travel and business-related expenses(s) that are incurred while carrying out official City business as it relates to the Contractor's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the SVP or their authorized representative, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure. Airfare will be reimbursed for Economy/Coach class travel only, including reasonable and necessary luggage check-in fees. Convenience expenses such as seat upgrades or assignment fees, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.

*RENTAL CAR*

At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.

*LODGING RATE / NIGHT*

A maximum of the lodging per diem for the Denver metropolitan area (or applicable out-of-town locality, if applicable) as published by the U.S. General Services Administration website https://www.gsa.gov/ plus taxes per night, unless approved in advance in writing by the SVP or their authorized representative.

*MEALS*

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



The City will reimburse the traveler for reasonable meal expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost, so long as any actual costs that exceed the M&IE rates are directly attributable to the actual business conducted. Reimbursements will be made per individual traveler conducting official City business as it relates to the Contractor's contractual obligations and scope of work. Costs associated with alcohol, drugs, or illicit substances will not be reimbursed. Meal reimbursements are not allowed for Contractor's employees located in the Denver metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the SVP or their authorized representative.

*NON-ALLOWABLE EXPENSES*

Non-allowable expenses include, but are not limited to, relocation, equipment otherwise not explicitly allowed, express courier, delivery, rentals, valet parking, alcohol, mileage within the Denver metropolitan area, tolls, public transit fees, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by the City it its contract capacity but not those caused by the City in its capacity as an airport operator, airlines, air traffic control or other causes not related to performance of the Agreement), entertainment & social functions (corporate and civic), overtime premium, fines, and penalties. If an expense is not explicitly included in the Agreement as an allowable expense, it is not an allowable expense.

## DEC PROJECT MANAGER DISCRETION

All requirements in this Exhibit may be modified by the SVP or their authorized representative to meet the specific needs of the Project. Any modifications to this Exhibit must be documented in authorized writing.

# REFERENCED FORMS

The following is an example list of forms that may be required for execution of Task Orders. It is not all inclusive.

1. Labor Rates and Classifications Exhibit
2. Task Order RFP
3. Task Order Fee Proposal Spreadsheet
4. Task Order Change RFP
5. Monthly Invoice Checklist
6. Advance Travel Authorization Form
7. Professional Services Affidavit of Completion Letter
8. Final Statement of Accounting

# END OF EXHIBIT

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# 2. DEN Equity, Diversity, and Inclusion Plan

Like the City, Burns & McDonnell is committed to growing the capacity of historically underutilized businesses. We are a leader in the engineering and construction community for diversity. We recognize the importance and value of creating a diverse, high-performing workforce that reflects the communities we serve and provides opportunities for new businesses. In the past ten years, we have invested over $2B with small and diverse companies on our design and construction projects.

Burns & McDonnell utilizes small and diverse businesses in active roles on each of our projects at DEN. We will continue to engage our diverse partners in meaningful roles on each task order delivered through this contract. We understand that incorporating diverse firms into design projects enhances project outcomes and community value. Different perspectives drive innovation. Their specialized experience streamlines design and improves constructability. Our collaboration with diverse partners will enhance our ability to deliver cost-effective and resilient infrastructure while benefiting the airport and the Denver region.

## MWBE COORDINATOR & KEY PERSONNEL

| Name // Title // Email // Phone | Duties |
|---|---|
|  **Tammy Martin** ***MWBE Coordinator*** tsmartin@burnsmcd.com 816-363-7264 | Working alongside our project manager, Nick Tessitore, Tammy will manage and achieve our MWBE goals and lead our supplier diversity outreach activities. She will assist reporting in B2GNOW and help MWBE firms register to become designated subconsultants to Burns & McDonnell. |
|  **Leon Harden** ***DEI Strategy Manager*** lharden@burnsmcd.com 816-652-2586 | Leon will lead our recruiting strategies for diverse talent and provide employee learning and development to support and continue to promote an inclusive environment across the team. |
|  **Nick Tessitore** ***Project Manager*** ntessitore@burnsmcd.com 720-551-9941 | Nick will work with Tammy Martin and DEN leadership to verify that we are following the MWBE requirements. He will also be responsible for meeting the 21% MWBE participation, goals for cost effectiveness, quality, and schedule. Additionally, he will process subconsultant agreements and amendments for this contract and will work with the administrative staff for B2GNOW reporting. |
|  **Becca Hermanson** ***Project Specialist*** rlhermanson@burnsmcd.com 816-652-2633 | Becca will process and perform reporting through B2GNOW, submit required forms to DSBO, and assist MWBE firms to register as designated subconsultants within the Burns & McDonnell supplier registry. |
|  **Jenna Pukach** ***Controller*** jfpukach@burnsmcd.com 816-782-6646 | Jenna will act as the controller (accounting/payroll) for Burns & McDonnell. She is responsible for reviewing invoices, approving, and releasing payments to subconsultants for this contract. |

# EDI STRATEGIES

**Describe the strategies and tactics Offeror is and will use to increase the participation of new and existing MWBE businesses in contracting opportunities.**

To comply with the City & County of Denver Municipal Code Chapter 28, Article V, we propose the following MWBE Utilization strategy.

Burns & McDonnell is a leader in the engineering and construction community for diversity. We recognize the importance and the value of creating a diverse, high-performing workforce that reflects the communities we serve and provides opportunities for new businesses. In the past 10 years, we have invested over $2B with small and diverse companies on our design and construction projects.

Programs, such as the DEN Infrastructure On-Call program, require multiple skill sets to perform each unique aspect of the work. We have used these programs as an opportunity to bring new MWBE contractors into our pool of qualified subconsultants and provide additional opportunities for subconsultants we have worked with in the past.

We have identified eight subconsultants with the right experience and unique specialty services for this contract; six of which are MWBE businesses.

After award of a task order, Burns & McDonnell will hold a virtual partnering session, led by project manager Nick Tessitore with the listed subconsultants for this contract. At this session we will evaluate the scope of work and determine the most effective way to maximize the MWBE work assignments to achieve the 21% commitment, while continuing to meet cost effectiveness and quality for the project. We will develop a matrix of personnel and skillsets to use as a starting point for scope assignments when each task order is issued. We will also discuss the project tools needed to perform the work and provide specific training and mentoring for the duration of the task order to implement these tools.

## Recent On-Call Projects with MWBE Participation at DEN

**Each project carried a minimum 20% MWBE participation goal, which our team consistently met or exceeded across all 18 projects listed below:**

*CUP Boilers 134 Replacement | CNC Router Room | EFSO Design | AIM and CEP Commissioning Contracts | CUP Chiller 1-3 Replacement | CUP Boiler 2 Detailed Design | CUP Modernization Project Ph1 & 2 | CUP Boiler 2 Schematic Design | CUP Boiler 6 Design | Icehouse | Lift Station No 1 Design | CUP Chiller 4 Replacement | CUP Master Plan Study | UAL Japan Services PCA & GPU Upgrades | Concourse B Preconditioned Air Replacement | Gate C-40 Lift Station | Gate B-21 & B-22 Fuel Pit Rehabilitation | West Gates DIW Pond Expansion*

## Subconsultant Percentages and Scope

| SAN Engineering, LLC | PK Electrical, Inc. | Shrewsberry & Associates, LLC |
|---|---|---|
| Civil, Structural – 2% | Electrical, Special Systems – 5% | Civil, Construction Admin – 8% |
| **Aeris Engineering** | **Kumar & Associates, Inc.** | **Granite Engineering Group** |
| Civil – 2% | Geotechnical Services – 2% | Geotechnical Services – 2% |

The percentage and dollar goals listed above were developed by evaluating the type and number of potential subcontractors, vendors, and suppliers that we have been using nationwide, and with whom we have worked to provide anticipated project criteria and requirements. Potential sources of small, small disadvantaged, women-owned, veteran-owned, service-disabled veteran-owned and HUBZone partners for this contract were developed and will continue to be developed through the contact with agencies and sources including:

- System for Award Management www.sam.gov (SBA certification is verified for all SDB and HUBZone businesses) https://www.vip.vetbiz.gov to source VSBO firms
- SBA/Dynamic Small Business Search http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm
- Small/Minority Business Development Agencies & Councils
  - DSBO Equity & Empowerment Council - denvergov.org
  - Denver Division of Small Business Office | Denver Office of Economic Development (mwdbe.com)
- Local City, County or Regional SB, SDB and WOSB databases
- Successful past working relationships with area subcontractors / Client referrals
- Existing Burns & McDonnell supplier/subcontractor database
- Regional affiliates of the National Minority Supplier Development Council
- U.S. Department of Education database to source HBCU/MI institutions
- Outreach/sourcing activities with Small/Diverse Councils, Chambers, Trade Associations & Organizations
  - Mountain Plains Minority Plains Supplier Development Council
  - SAME – Denver Chapter
  - Denver Metro Chamber of Commerce

Burns & McDonnell provides nationwide design and construction services, and we are proud of our many outstanding relationships with subcontractors and suppliers. All prospective subcontractors and suppliers are contacted and encouraged to complete our online supplier registration. Upon receipt of the completed supplier registration form, we conduct a financial stability assessment through Dun & Bradstreet, and contact references for verification of competence, ability, and experience.

## SUPPORT SERVICES

**Describe the assistance and/or guidance that Offeror is and will provide to MWBE businesses that helps move this next generation of small businesses forward.**

Burns & McDonnell is proud of our demonstrated commitment to the continued development, improvement, and execution of our supplier diversity initiatives. As we begin our task orders, Nick will provide mandatory specific training for the MWBE subconsultants required for each task order on our design document standards and our quality control process.

Throughout the duration of the task order, Nick will also offer training sessions in accounting, invoicing, business

### Moving the Next Generation Forward

A few years ago, we partnered with Group 14, a local, woman-owned firm, on our DEN AIM Commissioning On-Call contract. At that time, Group 14 had skilled personnel with strong technical experience, but limited experience at the airport. Through our mentoring and training activities focused on airport systems and operations, Group 14 is now serving on two on-call contracts and the Great Hall project. The initial opportunity together allowed us to share knowledge, tools, and processes and has provided lasting benefits. We have both benefited from this relationship and continue to learn from each other and seek additional ways to grow together.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



development, and marketing for the MWBE subconsultants listed on this contract. The trainings consist of a mandatory initial virtual/in-person meeting with three (3) subsequent meetings demonstrating document samples of standards, quality control, invoices, and other DEN specific documents. The training sessions will be led by project manager, Nick Tessitore, and be offered through a calendar invitation as a one-hour virtual / in-person meeting. A total of 4 meetings throughout the life of the task order will be provided to talk through topics in depth. Attendance of these meetings will provide the subconsultant on-the-job mentoring for new skill sets or industry best practices and emerging technologies. Additional mentorship may be focused on working at an active airport and specifically working with DEN and stakeholders.

## PROCUREMENT PRACTICES

**Describe Offeror's procurement process, policies, and procedures. Provide details on the principles used throughout the process to remove barriers in an effort to promote equity and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.**

We include diverse businesses as part of our standard procurement process. We have a variety of avenues to seek Small and Diverse Businesses, such as Community Outreach events, Chambers of Commerce, Supplier Diversity Councils, Conferences, Trade Shows, and local, and municipal organizations. We develop marketing campaigns to reach out and attract Small and Diverse Businesses. We qualify each Small/ Diverse Business through a variety of checklists, which include, but is not limited to certifications, safety, insurance, and bonding capacity (if applicable).

We work to onboard the Small / Diverse Business in alignment with each project, each scope, and each contract. We develop scope packages that fit these subconsultants. We encourage our small businesses to provide subcontracting opportunities to other diverse businesses. We perform mentoring to help small businesses increase their capabilities so that they can have the experience, training and processes needed to grow, compete, and develop into additional opportunities.

All identified subconsultants not chosen for utilization under a specific task will be invited to a debrief session to provide insight into reasons their utilization was not required. We use the matrix of personnel and skillsets used for scope assignments, as the starting point for developing the subconsultant's skillset to boost their applicability for the next task order issuance. These skills may include technical support, documentation, certifications, invoicing, and financing.

Through our previous DEN contracts, we have developed a strong group of diverse suppliers with whom we have worked successfully. In preparation for this proposal, we have reached out to additional team members to add. In addition to technical resources, for this proposed contract we are including Task Order managers from our MWBE firms. As part of our commitment to diversity, beyond the subconsultants proposed, we will continue to seek opportunities for others through our supplier database, national organizations, local databases, and other agencies as noted above.

## COMMUNICATION & MANAGEMENT

**Describe the communication strategies and assistance Offeror is and will use with MWBE businesses to align their work with the contract requirements.**

Our Project Manager, Nick Tessitore, will lead this initiative to communicate our vendor management plan to our MWBEs and develop a communication and feedback plan to include all the teaming partners listed in this contract. He will lead quarterly partnering sessions throughout the life of the contract to engage each team to align work and contract requirements. He will track all hours, contract spend, and invoice payments each month using in-house accounting tools and provide any information to report through B2GNOW.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



Our team's philosophy of managing disputes is early recognition of any potential communication issues. We are committed to overcoming challenges, resolving problems, and advancing the project as a team. If issues or conflicts arise, we will strive to resolve these issues fairly and with due diligence internally.

Burns & McDonnell negotiates in good faith to determine if the parties involved have reasonable positions and seeks a non-litigated resolution with the most favorable outcome for all parties. Our relationships with our suppliers, business partners, and customers are very important to us. Finding common ground to resolve disputes and innovative solutions is our primary goal. Alternatives such as mediation or arbitration are available but are considered a last resort and followed by the Denver Revised Municipal Code (DRMC) Chapter 28, Article V, and in accordance with the subconsultant agreement with Burns & McDonnell.

Most disputes occur when there is a misunderstanding of a project's scope or schedule that requires communication and clarification. When this happens, the first step is to identify where the misunderstanding occurred, then a clarification meeting with the stakeholders must happen quickly to resolve the misunderstanding. It is important to keep the meeting focused and free from disputes. These should be tabled for another time when all the facts can be presented. Once all the facts are known, we will conduct dispute-specific meetings with the stakeholders, individually or together to find out if this issue can be worked out, or if we need to escalate it to the Dispute Review Board (DRB). The goal of this process is to keep the project moving forward and to keep a collaborative working relationship. Finally, if an agreement still cannot be reached, it will be raised to the DRB and ultimately, the Division of Small Business Opportunity (DSBO).

Any disputes pertaining to Prompt Pay, termination / reduction / substitution, or any other matters within DSBO's oversight as per the DRMC, that cannot be resolved through these initial means, will be directed to DSBO. All requirements of the DRMC, including those on Prompt Pay, termination / reduction / substitution and other covered areas will be met regardless of the subcontractor tier.

Vendor management activities included as follows per the DRMC Chapter 28, Article V, Division 3:

- → **Task Order Scope Definition:** We will review each task order/scope of work to determine potential MWBE Participation. To increase MWBE's ability to competitively bid, we will break down bid packages into more economically feasible components. We will also encourage any non-MWBE subconsultants on our team to achieve their MWBE Compliance Plan commitment by utilizing MWBEs.
- → **Participation Goals/Good Faith Efforts/Debriefing MWBEs:** Following DRMC Chapter 28, Article V, for task orders where we cannot incorporate a particular MWBE, we provide a clear process for both debrief and preparation for another project. Our process covers how MWBEs are evaluated, and what areas of training or improvement are needed.
- → **Prompt Payment:** We recognize cash flow for uninterrupted operations in a small MWBE company is considerably different from a large prime. We commit to compliance with Prompt Pay provisions per DRMC Chapter 28, Article V, Sec 28-135 by reviewing invoices, approving, and releasing payments within 35 days. We find every way to help our MWBEs get invoicing completed and receive payment on time. Jenna Pukach, in our accounting department, works with our subconsultants to help them through the process. We provide training on the payment process and requirements to facilitate prompt payments and minimize payment delays. This includes the review and comparison of contract payments to committed contract values.
- → **Compliance and Enforcement:** Our relationships with our suppliers, business partners, and customers are very important to us. Finding common ground to resolve disputes and innovative solutions is our primary goal. Our project manager will meet with each partner firm as changes, amendments, or disputes arise to enforce contract metrics being met and engagement in meaningful

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



ways. Alternatives such as mediation, arbitration, termination, and replacement are available but are considered a last resort. These items are followed per the DRMC Chapter 28, Article V and in accordance with the subconsultant agreement with Burns & McDonnell and prime agreement with the City and County of Denver.

→ **Frequent Communication:** Our project manager will meet with each partner firm, on at least a quarterly basis, to solicit feedback on their participation so that not only are contract metrics being met, but relationally and professionally they are engaged in meaningful ways. Our goal is to build lasting relationships which require a shared vision, excellent communication, and trust.

## PAST PERFORMANCE

### Successful Examples

**Provide examples where the Offeror has been successful in promoting equity, diversity, and inclusion both internally and externally.**

We strive to maintain a culture of inclusion inside our company and have designed our recruitment processes to deliver an increasingly diverse pool of employee owners. We incorporate a range of targeted recruitment sources, including minority and women's organizations, college diversity advisory committees, career fairs, conferences, employment agencies, and job postings. We also engage diverse pre-college students, empowering them to follow STEM paths because we know the strength of tomorrow's leaders depends on their diverse and collective vision. We partner with and recruit from national organizations such as the National Society of Black Engineers (NSBE), Society of Asian Scientists and Engineers (SASE), Society of Hispanic Professional Engineers (SHPE), Society of Women Engineers (SWE), the American Association of Blacks in Energy (AABE), the National Organization of Minority Architects (NOMAS), the ACE Mentor Program and the Edison Electric Institute. We also invest in and recruit from historically Black colleges and universities such as Alabama A&M University, Howard University, Jackson State University, and more.

### MWBE Mentorship Practices

**Describe practices of Offeror's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion.**

**Example of Youth Mentorship & Development |** Our Denver team partnered with the Colorado Association of Black Professional Engineers & Scientists (CABPES), teaching a semester-long class with the goal of exposing students to careers in STEM. The course was designed to help students understand where our water comes from and how it is treated. We were a major sponsor for the CABPES 40th Annual Student Awards Banquet to celebrate the students' achievements and learn about the projects they have been working on the past few months. Since 2022, we have provided ongoing sponsorship and support for this important community program.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## Promoting Values to Business & Communities

**Describe how the Offeror has promoted these values to both businesses and communities that they serve. Describe times when Offeror has been successful in promoting the participation of MWBE businesses and/or any assistance provided to the MWBE businesses that promoted their overall growth and success.**

Burns & McDonnell provides access to opportunities for small and diverse businesses, creating partnerships that have included mentor-protege programs, prompt payments, joint ventures, as well as serving as the subcontractor to the diverse prime.

**Accelerate Program |** The Accelerate program is a business development initiative created by Burns & McDonnell in partnership with Evergy and Ralph G. Moore & Associates (RGMA). It is designed to support and advance small and diverse-owned businesses by providing mentorship and training.

The six-month program pairs owners or executives of small and diverse businesses with a mentor from either Burns & McDonnell or Evergy. The curriculum focuses on developing skills to become more competitive in the construction industry. Key components of the program include:

- → **Mentorship:** Each participating business owner is partnered with a sponsor from Evergy or Burns & McDonnell who serves as a mentor for the duration of the program.
- → **Business Development Training:** Participants engage in monthly sessions that cover 10 critical strategies for business success. Topics range from understanding economic viability to structuring deals to boost diverse spending.
- → **Cohort Model:** The program uses a group model to help build a network of relationships between multiple corporate buyers and diverse suppliers, aiming for more sustainable and resilient partnerships.

The primary goal of the Accelerate program is to equip Diverse Business Enterprises with the tools and best practices needed to compete successfully for contracts. By building the capacity of diverse suppliers, the program aims to foster innovation, drive economic development, and create a ripple effect of good jobs and services within the community.

The program underscores Burns & McDonnell's commitment to business and supplier diversity, which has included over $2.2 billion in total spending with diverse partners in the past five years.

## COMPANY CULTURE

**Describe the communication strategies and assistance Offeror is and with use with MWBE businesses to align their work with the contract requirements.**

At Burns & McDonnell, our commitment to building a diverse and equitable future for all is unwavering. We strive to cultivate an inclusive culture, where everyone feels valued, respected, and engaged, where our collective diversity is a catalyst for innovation and our varied perspectives lead to better solutions for our clients, our communities and our people. Our goal is to be a diverse workforce that is representative, at all position levels. We are proud to be an Equal Employment Opportunity employer. We celebrate diversity, and it is the policy of Burns & McDonnell to offer equal opportunity in all areas of employment to qualified individuals, regardless of race, color, religion, sex, age, national origin, veterans' status, sexual orientation, gender identity, disability, or other classes protected by applicable law. Our leadership is committed to creating an equitable workforce for all employee-owners. Our Chairman and CEO Leslie Duke has also signed the CEO Action for Diversity & Inclusion pledge, joining a coalition focused on collaboration, development of best practices and sharing lessons learned.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



To increase our awareness and commitment to EDI, Leon Harden, our EDI Director, provides regular training and sensitivity awareness sessions, including Unconscious Bias Training and discussion sessions. These sessions include training and establishing dialogue to increase awareness and to expand more inclusive cultures throughout Burns & McDonnell. Our training provides an avenue to focus on and impact our recruiting, hiring, coaching, mentoring and general workplace practices to grow inclusive leaders as diversity champions.

In addition to training, we have developed several diverse employee groups that meet regularly to foster connection, support and communication.

Building a truly diverse, equitable and inclusive workplace is a long and ever-evolving journey — a journey that we're all on together. As employee-owners, it is our duty to listen, learn and be better. We're all dedicated to delivering solutions that make our clients, our communities, and our people better.

## FUTURE INITIATIVES

### Five-Year Roadmap

**Provide a roadmap of the work Offeror intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally.**

Over the next five years, we will continue to cultivate and maintain a diverse workplace and supplier base. We face tough competition every day, and we are much better competitors when we rely on the talents and skills of small and diverse business partners and a diverse workforce. It is our responsibility to see that our employee owners recognize the value that diversity, including supplier diversity, adds to our corporate culture and our projects. Our focus on maintaining and expanding our base of suppliers extends beyond complying with regulations and laws; it is simply the right thing to do for the communities that surround our clients.

Our annual business plans include specific strategies for equity, diversity and inclusion and goals for minority business inclusion. We use key performance metrics and track these to make sure that we are achieving our goals for diverse recruitment and hiring and minority subcontracting. We are continually seeking to build on what we have done and continuously do more.

We participate in and support organizations that promote and train small businesses and will continue to increase these activities over the next five years. We sponsor SAME Small Business conferences and provide training sessions. We are part of minority supplier associations and small and diverse chambers of commerce across the country. We will explore sponsoring activities and partnering with a wide variety of organizations including Colorado Women's Chamber of Commerce, Colorado Black Chamber of Commerce, Hispanic Contractors of Colorado, Asian Chamber of Commerce, and others.

Along with supporting diverse businesses, we invest heavily in the communities we serve to improve the lives of all by giving back through charitable causes. Over the next five years we will continue to build on our contribution and involvement and add organizations to our investment of time and resources. We plan to continue to support Girls Inc., United Way, Salvation Army Angel Tree, STEM initiatives, Veterans Community Project, United Way, and more.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## MWBE Mentoring & Development Practices

**Describe practices Offeror intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion.**

We are continually focusing on developing STEM and leadership for youth and have partnered with the Colorado Association of Black Professional Engineers and Scientists (CABPES). For the last five years, we hosted a summer externship program in partnership with the Girls' Inc. Eureka program, and we are currently selecting our next class. Throughout the program, students participated in a month-long job shadowing program focused on learning about different aspects of engineering and construction consulting. Each gave a presentation at the end.

## How We Promote These Values

**Describe any plans Offeror has made to promote these values to both businesses and communities that they serve.**

Burns & McDonnell has formed a Diversity Equity & Inclusion (DE&I) Alliance (Alliance) which is the governing body on diversity, equity, and inclusion at Burns & McDonnell. The Alliance is the natural evolution of the Diversity Advisory Committee (DAC), which started in 2004 as an organization that empowers employees to take action in the DE&I space with the support of those who are vested in building a community of inclusion for our employees. Our DE&I Alliance will continue to hold training sessions, speaker series and seminars, by bringing in diverse business leaders that represent companies across the community in order to share their stories and create mutual awareness, create connection, and foster understanding and respect.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# REQUEST FOR PROPOSALS

## On-Call Infrastructure Design

## RFP No. 202580614

August 20, 2025



BURNS & MCDONNELL ENGINEERING COMPANY, INC. - 202582718-00

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**REQUEST FOR PROPOSALS (RFP)**

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

Contract Administrator (CA): DeAnne Barker
E-Mail: contract.procurement@flydenver.com

Request for Proposals # 202580614

**PROPOSALS MUST BE RECEIVED BY: Thursday, September 18, 2025, at 2:00 PM Denver Local Time**
UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED.

**Schedule of Activities:**
This projected schedule is an estimated timeline and is subject to change at the sole discretion of the City. All times listed in this document are understood to be Denver local time.

| Event | Date |
|---|---|
| RFP Advertisement | August 20,2025 |
| Optional Pre-Proposal Conference | August 27, 2025, at 2:30 PM Denver Local Time |
| Last Date to Submit Written Questions | September 4, 2025, at 2:00 PM Denver Local Time |
| Proposal Due Date | September 18, 2025 at 2:00 PM Denver Local Time |

**Pre-Proposal Conference – OPTIONAL**
An optional Pre-Proposal Conference will be held virtually via a Microsoft Teams Meeting at the date and time listed above in the Schedule of Activities. Please click on the following link to access the meeting.

Pre-Proposal Conference Link

At this conference, DEN representatives will explain the opportunity and answer questions regarding this RFP, including any written questions submitted to DEN prior to the conference.

**RFP Questions**
DEN will not answer any telephone inquiries about this RFP. Written questions are due by the deadline for questions listed in the Schedule of Activities above and shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website. **DEN requires all questions to be submitted individually on this site.**

Note: BidNet limits the characters available to input for DEN to respond to each question. For this reason, multiple questions may not be submitted as a single question, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed. A multi-part question containing an initial question and a follow-up is the exception to this rule. All questions and answers will be posted on the BidNet website as an addendum to the RFP at the link below following the deadline for submittal of questions:

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation

**Proposal Submittal**

The proposal shall be prepared in accordance with the Preparation of Proposal as described in Section IV of this RFP. Proposers shall submit their proposal and all required forms via the BidNet website at the link below. Proposals are due by the date and time listed in the Schedule of Activities above.

https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation

Allow ample time for the electronic submission of your proposal. Following are links to a BidNet Electronic Bid Submission (EBS) guide and EBS FAQ site. DEN strongly encourages Proposers to review this information prior to starting your submission in addition to starting the submission process at least one business day prior to the proposal due date. DEN will not extend the submission deadline due to any technical issues or outages you may experience.

EBS FAQs:
http://faq.bidnetdirect.com/electronic-bid-submission/

**Minority and Women-Owned Business Enterprise Participation**

Pursuant to Article III of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) the Division of Small Business Opportunity (DSBO) has established the following participation requirement for this project:

**21% Minority and Women-Owned Business Enterprise (MWBE)**

The participation requirement must be met with certified firms, §§ 28-62, 28-66, D.R.M.C., found in the Small Business Certification and Contract Management System, or through the demonstration of a sufficient good faith effort. §§ 28-60, 28-64, D.R.M.C. The project is subject to additional requirements pursuant to the D.R.M.C.

**General Statement of Work**

This RFP is between qualified contractors and Denver International Airport (DEN). The Scope of Work shall be for task-order-based, on-call professional services related to various construction projects within DEN, including facility upgrades, infrastructure improvements, renovations, and other construction-related tasks. Typical projects may include airfield pavement design, roadway design, bridge design, parking facilities, structural engineering, geotechnical investigations, survey and mapping, drainage and hydrological engineering, erosion control design, and traffic engineering. The scope of work varies for each task and may include, but is not limited to, design for rehabilitation, modification, or expansion to existing facilities and systems, design for new facilities, evaluations, reports, and studies, planning, permitting, scheduling and cost estimating, surveying, construction administration, or other engineering services requested, in accordance with the DEN Design Standards Manuals and other applicable standards and regulations.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**PROPOSAL SUBMITTAL REQUIREMENTS**

The following is a checklist for reference when compiling the proposal submission. The documents listed below are required:

□ Proposal Narrative:
- Complete responses to the Content Narrative as outlined in Section IV, which includes the required DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)

□ Sample Agreement:
- List of all proposed modifications or legal issues regarding terms of the Sample Agreement as outlined in Section III-2

□ Conflict of Interest Question Submission Form:
- If applicable, please disclose any conflict of interest as outlined in Section III-25.

□ Proposal Forms - all complete and signed
- Proposal Acknowledgement Letter – filled out completely and acknowledged all addenda
- Proposal Data Form
- Disclosure of Legal & Administrative Proceedings & Financial Conditions

□ DSBO Forms
- Commitment to MWBE Participation
- DSBO Program Requirements Handbook – Signature Statement
- MWBE Utilization Plan Form

□ Diversity Survey
- Diversity and Inclusiveness in City Solicitations (online survey – include the completed survey with your proposal submission)

□ Financial Forms (From primes only, financial forms from subs are not required) - to be submitted as separate electronic files from the proposal
- Exhibit B – 2025 Labor Rates and Classifications

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**REQUEST FOR PROPOSAL**

202580614

On-Call Infrastructure Design

REQUEST FOR PROPOSALS (RFP) ..... 2
PROPOSAL SUBMITTAL REQUIREMENTS ..... 4
I. CITY, AIRPORT AND PROJECT OVERVIEW ..... 5
II. SCOPE OF WORK ..... 7
https://www.flydenver.com/business-and-community/tenant-information/ ..... 7
SERVICES INCLUDE: ..... 7
SERVICES AUTHORIZATION ..... 8
TASK ORDERS MAY INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING: ..... 8
III. ADMINISTRATION INFORMATION ..... 10
III-1 Issuing Office ..... 10
III-2 Introduction and Acceptance of RFP Terms ..... 10
III-3 Means of Communication ..... 10
III-4 Interpretation of Proposal Documents ..... 11
III-5 Addenda ..... 11
III-6 DEN Website ..... 11
III-7 Withdrawal of Proposal ..... 11
III-8 Rights of DEN ..... 11
III-9 Confidentiality of Records ..... 12
III-10 Proposer Agreements ..... 12
III-11 Minority and Women-Owned Business Enterprise (MWBE) Participation (or DBE, if applicable) ..... 13
III-12 Certification of Independent Price and Work Determination ..... 14
III-13 Designation of Subcontractors ..... 15
III-14 Payment ..... 15
III-15 Disclosure of Legal and Administrative Proceedings and Financial Condition ..... 15
III-16 Insurance Requirements ..... 17
III-17 Governmental Immunity ..... 17
III-18 Security ..... 17
III-19 Airport Identification (ID) Badge Requirements ..... 18
III-20 Background Checks ..... 19

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



III-21 Vehicles in the Secured Area ..... 19
III-22 Violations ..... 20
III-23 Diversity and Inclusivity in City Solicitations ..... 20
III-24 Wage Ordinances ..... 21
III-25 Conflicts of Interest ..... 21
III-26 Title VI Solicitation Notice ..... 21
III-27 Compliance with Americans with Disabilities Act ("ADA") ..... 21
IV. PREPARATION OF PROPOSAL ..... 23
IV-1 Preparation of Proposal - Proposal Forms ..... 23
IV-2 Preparation of Proposal - Proposal Narrative ..... 23
IV-3 Proposal Narrative Contents ..... 24
V. EVALUATION OF PROPOSALS ..... 29
V-1 Evaluation of Proposals ..... 29
V-2 Past Performance ..... 29
V-3 Shortlisting and Interviews (If Necessary) ..... 29
V-4 Best and Final Offers ..... 30
V-5 Evaluation Criteria ..... 30
VI. ATTACHMENT 1, PROPOSAL FORMS ..... 31
Attachment 1, Part 1 Proposal Acknowledgement Letter ..... 31
Attachment 1, Part 2 Proposal Data Form ..... 32
Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition ..... 35
VII. ATTACHMENT 2, DSBO FORMS ..... 36
VIII. ATTACHMENT 3, EXHIBIT B – 2025 LABOR RATES AND CLASSIFICATIONS ..... 37
IX. ATTACHMENT 4, INSURANCE REQUIREMENTS ..... 38
X. ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS ..... 39
XI. ATTACHMENT 6, SAMPLE AGREEMENT ..... 40
XII. ATTACHMENT 7, DEN CONFLICT QUESTION SUBMISSION FORM ..... 41

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## I. CITY, AIRPORT AND PROJECT OVERVIEW

The values of equity, diversity, inclusivity, accessibility, and sustainability are inherent to the City's strategy to develop and maintain prosperous communities. Accordingly, these values are imbedded into all the City's procurement processes to ensure competitive procurements that offer equitable opportunities for all potential Bidders, including greater contracted and significant participation for historically underutilized businesses to ensure Denver's long-term economic, social, and environmental health. Through equitable procurements, the City is committed to working to remove barriers and increase access to City contracting opportunities for all historically underutilized and small businesses including those owned by veterans and individuals living with disabilities as well as those in economically distressed or redlined neighborhoods. It is a primary value to promote economic equity by engaging a more inclusive community of Bidders and contractors, both as prime and sub-contractors to address socioeconomic disparities. Through this promotion of equity and inclusion (EDI), the City strives to improve opportunities that ensure fair and just access to jobs, housing, education, mobility options, and healthier communities. It is the City's expectation that all successful Bidders demonstrate their commitment to these City values through their procurement responses and post contract and/or lease activities.

Each procurement opportunity is to be approached with ethical and honest behavior. The City will solicit, evaluate, and award contracts based upon the Proposer's alignment with the City's values as it relates to its approach, proven experience, ability to perform work, costs, and pricing. DEN is looking for Proposers that demonstrate a history of equity, diversity, integrity, stewardship, innovation, and humanity. The City is looking for Proposers that have equity, diversity, and inclusion (EDI) embedded in their policies, procedures, practices, initiatives, and exhibit actionable results and ensures that of those that they partner with.

The City's values may be demonstrated through but are not limited to: (a) workforce expansion; (b) utilization of and work with the historically underutilized community, separate from required certified goals; (c) environmental sustainability and (d) EDI and Equal Employment Opportunity (EEO) programs for staff.

DEN plays a unique role as a gateway to the world for the region, our passengers, our communities, and our partners. As such, DEN has a generation of operators, concessionaires, designers, builders, planners, and small businesses that are stronger and more successful because of this work. DEN has also helped build new businesses that have flourished and grown into mature industry leaders. As part of its new Vision 100 plan, DEN intends to expand this legacy by looking to the community that has succeeded in the past at DEN to bring the next generation forward.

In its review of this contract opportunity, DEN believes that the scope of work and firms in the industry lends itself to unique partnership opportunities, and therefore, highly encourages firms that have historically proposed as prime contractors to serve as subcontractors to M/WBE firms in their contract with DEN, or to create Joint Ventures with M/WBE firms. A focus of this partnership should be for the contracting partners to build a meaningful relationship that is not merely transactional to meet a numerical goal. The objective is to afford the M/WBE firm the opportunity to learn from the large contractor, grow its financial capacity, build its generational wealth and its portfolio, and increase its capability to perform new commercially useful functions on future contracts.

In accordance with procedures described herein, you are hereby invited to submit a proposal for the subject project, which is described in the Scope of Work incorporated herein. The work under this Contract is anticipated to start on or about April, 2026 and has a scheduled duration of approximately

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



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

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## II. SCOPE OF WORK

The Scope of Work for this Contract shall be for task-order-based, on-call professional services related to various construction projects within Denver International Airport (DEN), including infrastructure improvements, upgrades, rehabilitations, renovations, and other construction-related tasks.

DEN has maintained on-call engineering and design contracts to provide professional services on an as-needed task basis.

In general, the term "Task" and/or "Project" when it is used in this Scope of Work means all of the work associated with developing proposals, designs, construction documents, reports, plans, specifications, contract documents, and cost estimates. It may also include bidding services, studies, testing and reporting, scheduling, construction administration and other professional services as requested by the DEN Project Manager or other designated representatives. The consultant team ("Consultant") shall provide all work in accordance with the most current DEN Design Standards Manuals (DSMs); the contract; all applicable Local, State and Federal codes and regulations; Airport Rules and Regulations; and shall adhere to the DEN Design Principles.

The current DEN DSMs, DEN Design Principles, and Airport Rules and Regulations are available for download under the DEN Business website at the following link:

**https://www.flydenver.com/business-and-community/tenant-information/**

### SERVICES INCLUDE:

The Consultant will be required to provide engineering and professional design services for specific task scope of work as requested by DEN designated representative(s) on an on-call basis. The Consultant team must consist of licensed architect(s) or engineer(s) in the State of Colorado, as required to provide professional services to comply with all applicable, Local, State and Federal codes and regulations. The Consultant's general requirements are defined in the contract agreement and shall comply with the current DSMs. Specific scope of work for each Task or Project will be issued to the Consultant in a Request for Proposal in the format as defined by the contract agreement.

The DEN designated representative will issue the Request for Proposal for a Task or Project. DEN may, at its sole discretion, issue a Request for Proposal to multiple Consultants for competitive proposals or when a Task or Project requires specialty team qualifications. The Consultant shall prepare and submit a fee proposal including the task schedule. Unless otherwise noted in the Request for Proposal documents, the fee proposal and schedule shall be submitted in the format as defined in the contract agreement and shall be returned within 14 calendar days of receipt of the executed Request for Proposal.

Unless otherwise noted in the contract agreement, the Consultant's fee proposal shall be by Task or Project in response to the executed Request for Proposal. The fee proposal shall be broken down by personnel pay classifications, agreed hourly billing rates and hours as estimated to complete the scope of work. A break down for each sub-consultant under the contract agreement is required. The proposed fee shall include all reimbursable expenses and Textura fee if applicable and shall be submitted in the format as defined in the contract agreement or Request for Proposal document. The Consultant understands the fee proposal establishes a Not to Exceed amount for the scope of work as estimated to complete the Task or Project, and the Consultant and its sub-consultants' services are compensated for the actual time and materials provided during the monthly invoice cycle. The Consultant shall reference the Task Order

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



Proposals and Execution Process Exhibit in the contract agreement for scheduling, progress reporting, invoicing and correspondence control.

Should a Task Order scope of work require a discipline that is not currently represented on the Consultant or Contractor's team, the Consultant or Contractor will be requested to add that discipline as part of the team for that specific Task Order scope of work. The Consultant or Contractor will identify a specialty sub consultant or subcontractor for the required discipline and will submit the subcontractor's qualifications, personnel pay classifications, and agreed hourly billing rates for approval by DEN.

**SERVICES AUTHORIZATION**

The Consultant is required, by the contract agreement, to submit a proposal for each Request for Proposal issued to the Consultant by the DEN designated representative. Upon approval of the Consultant's proposal, the DEN designated representative issues a written service authorization to the Consultant in the format as defined in the contract agreement. Based on a Notice to Proceed (NTP) date agreed between the Consultant and the DEN designated representative, the Consultant shall provide all services for the Task or Project as approved and defined in the executed service authorization. No work shall be performed by the Consultant without a fully executed written service authorization from the DEN designated representative.

**TASK ORDERS MAY INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:**

The types of tasks that the Consultant executes for on-call services vary on a case-by-case basis and the scope of work is defined in the executed Request for Proposal issued to the Consultant when the need for services arises. Some examples of tasks may include but are not limited to the following.

1. **Airfield Pavement Design**
    a. Perform design, and prepare plans/specifications, special provisions, cost estimates and bid documents for the rehabilitation of airfield concrete pavements and asphalt pavements, airfield electrical and lighting systems rehabilitation, improvement of the drainage within a project area, demolition, earthwork, utility construction, relocation, and rehabilitation, and the development of construction safety and phasing plans, all in accordance with FAA standards.
2. **Roadway Design**
    a. Perform design, and prepare plans, specifications, special provisions, cost estimates and bid documents for construction of roadways. Perform traffic signal calculations and designs. Include storm drainage with roadway design in accordance with DEN Drainage and Water Quality Master Plans. Perform designs for traffic safety improvements. Provide construction phasing and traffic control plans for safe vehicle and pedestrian traffic during construction. Project plans may involve street locations for resurfacing, reconstruction, or upgrading. Perform pavement analysis and evaluation.
3. **Bridge Design**
    a. Perform structural design analyses of bridge and related structures and prepare plans, specifications, special provisions, cost estimates and bid documents for construction or maintenance of bridges and structures. Project plans may involve including adjacent street or roadway design. Perform design for safety improvements. Provide construction phasing and traffic control plans for safe vehicular and pedestrian traffic during construction.
4. **Parking Facilities**

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



a. Perform design, and prepare plans/specifications, special provisions, cost estimates and bid documents for maintenance/construction of parking facilities.

**5. Structural Engineering Design**

a. Perform structural design analyses of pavement and drainage structures and prepare plans, specifications, special provisions, design analysis reports, cost estimates and bid documents for construction or rehabilitation.

**6. Geotechnical Investigations and Other Predesign Services**

a. Perform soil borings, boring logs, test cores, laboratory tests, analyses, and recommendations for appropriate action. Perform predesign studies in support of design. Perform traffic loading analyses and recommendations for pavement design. Locate existing utilities through research and verify location by potholing/test holes.

**7. Survey and Mapping**

a. Prepare surveys for mapping and referencing the bridges, structures, and roadways, including all features within and adjacent to the project limits necessary for successful construction of the project.

**8. Miscellaneous Design Services**

a. Perform separate designs to address construction phasing, project safety, conflicts with existing utilities, effect of construction on adjacent properties, subsurface utility engineering, maintenance of traffic and ease of future maintenance and operations. Emergency inspections of bridges, culverts, and highway structures, including but not limited to, appurtenant electrical and mechanical systems and make recommendation for immediate actions.

**9. Construction Phase Support Services**

a. Review submittals and shop drawings, respond to contractor requests for information, attend project status meeting, assist with review of progress on project site, assist with development or review/response of change orders and change requests, conduct site observations or inspections, perform material takeoff/estimates associated with changes. Perform miscellaneous emergency engineering and design services. Update construction documents to reflect as-built conditions from documentation provided by owner upon completion of construction activities.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## III. ADMINISTRATION INFORMATION

### III-1 Issuing Office

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

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

The Proposer, by submitting its proposal, acknowledges that it understands and will agree to the corresponding Exhibits and the Scope of Work, and that the Proposer shall be able to perform as required. Acknowledgement of this condition shall be indicated by the signature of the Proposer on the Proposal Acknowledgement Letter, which is attached hereto and incorporated here in as Attachment 1, or an officer of the Proposer legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Proposer of all terms and conditions as set forth herein. The Proposer shall identify clearly and thoroughly any variations between its proposal and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in this RFP.

Proposers shall undertake a detailed review of the Attachment 6, Sample Agreement and submit with their proposal a list of all legal issues or proposed modifications which the Proposer would like DEN to review and address, should they be selected as the apparent best Proposer. The Proposer may submit questions regarding the contract using the same method designated for other questions related to this RFP. Proposers are strongly advised to seek legal counsel for advice regarding the Same Agreement. DEN will not respond to legal questions such as about the interpretation of a provision of the Sample Agreement or provide legal advice regarding the Agreement to proposers. DEN shall assume that the Sample Agreement has been thoroughly reviewed and discussed with legal counsel prior to submission of the Proposal. If the Proposer does not identify any issues or proposed modifications to the Sample Agreement, the City may refuse to consider any proposed revisions received later from the Proposer, if they are selected as apparent best Proposer. The City may consider the Proposer's comments in considering whether to select Proposer as the apparent best Proposer.

Attachment 6 is a sample agreement and, as such is subject to revision or modification by DEN at any time. DEN reserves the right to modify any term or condition of this Agreement, and to add, delete or modify terms and conditions, as DEN's interests may require, prior to execution of a final agreement. **The sample agreement contains provisions required by Federal, State, and/or City law and policy, and these provisions may not be revised or negotiated.**

### III-3 Means of Communication

During the solicitation process for this RFP, all communication between the Contract Services Department and Proposers will be via postings on DEN's Rocky Mountain E-Purchasing System's (BidNet's) website: https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation

The Contract Services Department will post notices, which include, but are not limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, addenda, and the announcement of the apparent successful Proposer. It is the responsibility of each potential Proposer to monitor the BidNet website regularly to be aware of changes, communications and/or addenda to bids.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



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

**III-4 Interpretation of Proposal Documents**

The Proposer may request, in writing, a clarification or interpretation of any aspect of the RFP documents. Such requests must be made via the Rocky Mountain E-Purchasing System (BidNet) website by the due date and time specified in the Schedule of Activities listed on Page 2. DEN shall post all questions and answers on the BidNet Website following the deadline for submittal of questions as an addendum to the bid. DEN will not accept or respond to oral inquiries except for those made at the Pre-Bid Conference. The only 'official' responses are those that are posted to the BidNet Website for this RFP.

**III-5 Addenda**

DEN reserves the right to revise the RFP documents at any time up to the time set for submission of the proposals. Any such revision(s) shall be described in an addendum to the RFP and shall be posted on the DEN BidNet Website at the following link:
https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation

If DEN determines that the addendum may require significant changes to the Scope of Work, the deadline for submitting the proposals may be postponed by the number of days that DEN determines will allow Proposers sufficient time to revise their proposals. Any new submittal deadline date for delivering proposals to DEN shall be included in the addendum.

Proposers must acknowledge in the proposal submission that they received all addenda to the proposal documents (see Attachment 1, Part 1). Failure to acknowledge receipt of addenda may disqualify the proposal.

**III-6 DEN Website**

It shall be conclusively presumed that the Proposer did, before submitting a proposal and prior to the final proposal deadline, read all addenda, posted decisions and other information items relevant to the RFP which appeared on the DEN BidNet Website. Proposer may also contact the DEN Contract Administrator, DeAnne Barker, by email at contract.procurement@flydenver.com to confirm all posted information.

Please visit the DEN BidNet Website at the following link which contains such services and information as:
https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation

A. Advertisements for RFx and IFB opportunities
B. Status of RFx and IFB opportunities
C. Addendums including vendor questions and responses
D. Plan holder's/Document Taker's list
E. Award information

**III-7 Withdrawal of Proposal**

A Proposer may withdraw its proposal by submitting to DEN a written request signed by the Proposer's authorized representative. The withdrawal of a proposal does not prejudice the right of the Proposer to submit future proposals.

**III-8 Rights of DEN**

DEN reserves the rights to cancel or modify this RFP at any time and to reject any or all proposals for any reason or for no reason. This RFP is an open and equitable invitation for proposals, and each proposal

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



constitutes an offer to contract that DEN may consider in its sole and absolute discretion. Any errors or omissions in a proposal may result in the rejection and disqualification of the entire proposal. Errors, omissions, and other acts that may result in proposal rejection and disqualification include, but are not limited to, failure to strictly comply with the RFP requirements or any applicable ordinances, rules, or policies; the submission of any inaccurate or false information; any improper communications or collusion involving Proposers; default or termination for cause of any public or private contracts within the past five years; delinquent arrearages owed to DEN; and failure to submit proof of licensing or franchise authority and any related exclusivity requirements.

Notwithstanding the broad rights reserved to DEN to reject and disqualify any or all proposals, DEN may waive any immaterial deficiencies in proposals and may allow Proposers to cure any such deficiencies if an opportunity to cure is determined by DEN to be in DEN's best interests. If given an opportunity to cure, Proposers will be notified of the allotted time to correct the identified deficiency; failure to correct the deficiency in the time allotted may result in proposals being deemed non-responsive and disqualified. DEN's waiver of an immaterial deficiency will in no way modify the RFP or excuse Proposers from full compliance with all RFP specifications. DEN may exercise the foregoing rights at any time without notice and without any liability whatsoever to any Proposer or other party. By responding to this RFP, each Proposer is deemed to accept and agree to all of these terms and conditions and to waive any rights to challenge DEN's determinations regarding proposal deficiencies in accordance with this section.

During the evaluation process, DEN reserves the right to request additional information from any Proposer, to seek clarification of information provided, to conduct its own due diligence with respect to any Proposer or proposal, including Self-Guided Tours of a Proposer's other operations, reference checks, credit checks, health department checks, or any other investigations deemed necessary.

**III-9 <u>Confidentiality of Records</u>**

Documents submitted pursuant to this RFP will be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq*. Information clearly marked as confidential and proprietary will be kept confidential by City, unless otherwise provided by law. City will attempt to notify the Proposer if a request is made for pages of documents clearly marked as confidential and proprietary so that the Proposer may take any action it deems necessary to defend the request. The Proposer, not the City, shall be the entity responsible for defending against Colorado Open Records Act disclosures for any records claimed by the Proposer to be confidential and proprietary.

**III-10 <u>Proposer Agreements</u>**

Proposers may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the Proposer desires to be considered by the City for inclusion in the contract. Such forms may include Proposer's software licensing agreements, maintenance contracts, and technical support agreements. By accepting delivery of these items, DEN is not bound to accept them as part of an ensuing contract. DEN may negotiate such supplemental terms and conditions that do not materially conflict with the contract terms and conditions detailed in this RFP and do not materially change the nature of this solicitation or adversely affect competition. If the parties cannot agree on the terms of the contract, including any terms desired by Proposer, DEN may terminate negotiations with the Proposer and enter into a contract with another responsive Proposer. ***Certain of DEN's contract provisions are required by Federal, State and/or City law and policy and are not subject to modification***.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



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

The below-listed DSBO proposal requirements are all conditions of responsiveness. Failure to submit a responsive proposal constitutes cause for rejection thereof.

**A. Non-Competition**
Proposer shall not restrict an MWBE from providing subconsulting or subcontracting quotations to other Proposers. Any Proposer who does so shall cause their proposal to be rejected. §§ 28-59(f), 28-63(f), D.R.M.C.

**B. Joint Ventures**
If Proposer is participating in a joint venture with a certified MWBE firm, proposer must submit the firm's Joint Venture Agreement to DSBO **at least 10 working days prior to the RFP-response submission.** The Joint Venture must be approved by DSBO.

A Joint Venture is an association of an MWBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital efforts, skills and knowledge, and in which the MWBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

DSBO will count a portion of the total dollar value of the joint venture contract toward the MWBE requirement equal to the distinct, clearly defined portion of the work that the MWBE performs with its own forces in a NAICS code in which the firm is MWBE certified. The joint venture agreement MUST specify the services, dollar value, reporting structure, and details of the MWBE's performance requirements associated with their percent of the joint venture ownership.

**C. Commitment to MWBE Participation**
Proposer shall include with their proposal a completed DSBO form, entitled "Commitment to MWBE Participation," stating their committed MWBE participation percent on this project. The committed participation level will be inserted into any resulting contract and the Contractor/Consultant must comply with that committed participation amount during the term of the contract.

**D. Good Faith Effort**
If Proposer cannot meet the MWBE requirement established by DSBO or is able to only meet part of the requirement, they shall furnish to DSBO, with their proposal, a comprehensive statement of their good faith efforts to meet the requirement, along with supporting documentation demonstrative thereof. This means that Proposer must show that they took all necessary and reasonable steps to achieve the MWBE requirement which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MWBE participation, even if they were not fully successful.

The statement of good faith efforts should address each of the categories outlined in the DSBO Ordinance, §§ 28-60, 28-64, D.R.M.C., and any additional criteria established by rule or regulation. As part of their good faith efforts, Proposers are encouraged to solicit the support and assistance of DSBO by contacting the procuring agency's Contract Administrator (CA)/Buyer with specific questions; the CA/Buyer will coordinate with DSBO to reply thereto. All good faith efforts information must be complete, accurate, adequately documented, and submitted with the proposal. Good faith efforts

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



must be demonstrated to be substantive and not merely for formalistic compliance with the DSBO Ordinance.

To award a contract to a proposer that has failed to meet the MWBE requirement, DSBO will determine whether Proposer made good faith efforts to actively, effectively, and aggressively seek MWBEs to meet the MWBE requirement prior to proposal submission, which determination shall include consideration of Proposer's MWBE Utilization Plan strategies to meet their MWBE participation commitment. Failure of Proposer to show good faith efforts shall render their proposal ineligible for further consideration with the City.

E. **DSBO Program Requirements Handbook (DSBO Handbook) – Signature Statement**
Proposer must submit the completed and signed Signature Statement of the DSBO Program Requirements Handbook with their proposal documents to be found responsive. The signed Signature Statement evidences proposer's review and agreement to comply with the requirements outlined in the DSBO Handbook.

F. **MWBE Utilization Plan**
Proposer shall include with their proposal a completed DSBO form, entitled "MWBE Utilization Plan," stating their strategy for meeting the MWBE requirements, including certified small business utilization and expectations for their lower tiered MWBE-certified firms. To meet the MWBE Utilization Plan minimum responsiveness requirements, Proposer must meaningfully address each of the form's sections; any section that is blank or has "N/A" as a response may deem the proposer non-responsive. Contract execution will be conditioned upon a DSBO-approved MWBE Utilization Plan, unless DSBO has determined that Proposer made a 0%-participation good faith effort.

Exception: if Proposer is submitting documentation of a good faith effort that states that they can only meet 0% of the MWBE requirement, they are exempt from this responsiveness requirement and need not submit a completed MWBE Utilization Plan form.

**G. Authority**
The DSBO Ordinance and rules and regulations promulgated pursuant thereto apply to this project and are incorporated into these solicitation documents by reference. Compliance with those, and any additional requirement contained herein, are conditions of responsiveness. The DSBO Ordinance, its accompanying rules and regulations, and additional MWBE guidance are available here: https://www.denvergov.org/dsbo. Proposer is encouraged to contact the procuring agency/Buyer with specific questions related to compliance therewith, who will coordinate with DSBO to reply to Proposer's questions.

**III-12 <u>Certification of Independent Price and Work Determination</u>**
By submission of this proposal, each Proposer, and in the case of a joint proposal, each party thereto, certified, that, in connection with this procurement:

A. Prices and specific work processes in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor, or with any party contracted by DEN to design and/or manage all or part of the program or work of which this RFP is a part;
B. Unless otherwise required by law, the prices quoted and specific work processes described in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor or to any party contracted by DEN to design and/or manage all or part of the program or work of which this RFP is a part; and

C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

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

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

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

**III-13 Designation of Subcontractors**

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

Proposers who submit a proposal in response to this RFP are precluded from participation as a subcontractor with any other Proposers who submit a proposal for this RFP. However, subcontractors may be named on more than one (1) proposal. Subcontractors who are named in more than one proposal are prohibited from sharing information about one Proposer with another Proposer or utilizing such information to assist in the preparation of another proposal.

**III-14 Payment**

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

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

A. The Proposer shall submit (at time of submittal) a statement which shall disclose all legal or administrative proceedings that involve a civil claim in excess of Fifty Thousand Dollars ($50,000) in which the Proposer, its principals or key personnel were a party in the last five years. The Proposer shall include in the statement:

1. The caption of the action naming all parties;
2. The case number, jurisdiction and the date the action was filed;

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



3. A brief description of the action, the amount of the claim and whether the action involved performance under any public or private construction contract; and
4. The outcome or disposition of the action.

B. The Proposer shall submit (at time of submittal) a statement which shall disclose whether Proposer has filed for protection under the laws of the U. S. Bankruptcy Code within the last ten (10) years.

C. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees presently, or in the past, are or have been involved in any debarment or suspension proceedings. Please include a description of any proceedings which prohibited or limited the Proposer from bidding or entering into any contract with any federal, state or local government entity. Include a brief description of the reason(s) for such action having been taken, the effective dates thereof and the governmental agency.

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

D. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees have been convicted of any crime related embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state of federal antitrust statutes, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.

E. The Proposer shall submit (at time of submittal) its Dun & Bradstreet identification number. If the Proposer is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture.

F. If the Proposer is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.

G. During contract negotiations or at any time during the term of the executed contract, the Proposer may be asked to submit the following:

1. An audited statement of overhead rates, payroll taxes and operating (profit) margin used to calculate hourly billing rates for DEN and approval. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates for Professional Services sheet, may be requested for each entity without audited overhead rates. This statement shall cover the Proposer's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified Audited Statement in which the accountant expresses his or her opinion as to the fairness with which the statement represents the Proposer's financial position, results of operations and changes in financial position.

2. If the Proposer is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates Sheet, may be requested for each entity without audit overhead rates. If any individual

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



owns thirty-two percent (32%) or more of the Proposer, a Certified Audited Statement is required for each such individual or if a Certified Audited Statement is not available, then the individual must supply copies of his or her federal tax returns for the prior two (2) years.

3. If a Proposer is a small business as defined by the United States Small Business Administration, the Proposer may elect to submit copies of its Federal tax return for the prior two (2) years and prepare a Core Staff Labor Rates Sheet, in lieu of a Certified Audited Statement.

4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

**III-16 Insurance Requirements**

Proposer shall adhere to all insurance requirements stated in Attachment 4, which is attached hereto and incorporated herein by reference. The official repository for Certificates of Insurance (COIs) within DEN is PINS Advantage. Upon contract initiation, an email will be sent to the Commercial Operator with instructions for uploading COIs to ensure insurance compliance. The City reserves the right to modify submission requirements at any time, including the use of third-party software and/or services, which may involve an additional fee to the Commercial Operator.

**III-17 Governmental Immunity**

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

**III-18 Security**

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

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

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

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

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

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



The Authorized Signatory is responsible for entering and verifying information on the online Badging applications. It is the Authorized Signatory's responsibility to ensure that Airport Security maintains valid contact information. The Authorized Signatory must maintain a current and valid Airport Identification Badge (ID Badge).

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

The Contractor shall return to DEN, upon Contract completion or termination, or upon demand by DEN, all access keys and Airport ID Badges issued to it by DEN to Controlled Areas, Sterile Areas or Secured Areas of the Airport. If the Contractor fails to return any such Airport ID Badge(s) or Airport Security Key(s) at Contract completion or termination or upon demand by the DEN, the Contractor shall be liable to the DEN for all DEN's costs, including the DEN's labor costs for re-coring doors and any other work which is required to prevent compromise of any Airport Security system. In order to collect such costs hereunder, the DEN may withhold funds in such amount from any amounts due and payable to the Contractor under the Contract.

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

**III-19 <u>Airport Identification (ID) Badge Requirements</u>**

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

The individual must meet with their authorizing signatory to complete an online application in DEN's security system. Two (2) valid forms of identification must be presented at the badging office, one of which must be a government-issued photo identification. The second form of identification must verify proof of citizenship (i.e., birth certificate or legal residency with work authorization). All information regarding the individual's name, age, gender and other vital statistics on both forms of identification must be consistent and verifiable.

A DEN online Badge Application, Security Threat Assessment (STA) and Criminal History Record Check (CHRC) must be completed for everyone requesting an Airport ID Badge. The Badge Applications should be entered by the authorizing agent 24 hours prior to going to the badging office. Allow adequate time for processing of the STA and CHRC.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



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

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

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

A lost or stolen Airport ID Badge must be immediately reported to Airport Security. For a replacement Airport ID Badge, a new Badging Application must be entered by the Company(s) Authorized Signatory. A non-refundable fee must be paid for a replacement Airport ID Badge.

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

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

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

**III-20 <u>Background Checks</u>**

Every individual requesting an Airport ID Badge must complete a CHRC and a STA for unescorted access to the Sterile and Secured Area(s).

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

**III-21 <u>Vehicles in the Secured Area</u>**

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

All unescorted vehicles must display a current Airport Contractor Vehicle Permit (Permit). Permits are available from Airport Security. An application form must be completed, approved by an Authorized Signatory and all applicable permit fees must be paid for each Permit requested, and it must be signed by

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



the Authorized Signatory. A Permit is required for each state licensed vehicle, and the vehicle Permit is not transferable.

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

**III-22 Violations**

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

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

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

**III-23 Diversity and Inclusivity in City Solicitations**

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

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

For DEN to consider a proposal, Proposers must complete the electronic version of the Diversity and Inclusiveness in City Solicitations Form – then **save an electronic copy of the completed form and include the electronic copy as part of its proposal. A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive.** The form is found at:

https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



The Diversity and Inclusiveness Form is separate from the requirements established by the Division of Small Business Opportunity (DSBO) and must always be completed – regardless of whether there are any DSBO goals assigned to this project.

**III-24 Wage Ordinances**

The services being requested in this RFP may involve services that are covered pursuant to Article IV of Chapter 20, D.R.M.C., which is designed to address the issue of wage equity and cost of living affordability in the City & County of Denver. Proposer agrees that any contract with DEN shall include a requirement that Proposer will comply with the provisions of D.R.M.C. relating to minimum and prevailing wages, including, but not limited to, paying all covered workers no less than the City Minimum Wage for all covered services rendered in connection with the resulting contract. Additionally, Proposer agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

**III-25 Conflicts of Interest**

An organizational conflict of interest occurs when, because of the relationship between two organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

If the Submitter currently has existing contracts with the City for work at DEN, including any contracts held by Proposer's parent, affiliates or subsidiary corporations, this could pose a conflict of interest and could place your Proposal in jeopardy of being rejected for conflict of interest. If the Proposer believes a conflict of interest may exist but can be mitigated, please describe the steps it proposes that it will take to mitigate the conflict.

If the City identifies a conflict of interest that is not identified by the Proposer in its response, the City may find the Proposer to be non-responsive. If the City identifies a conflict during the course of the contract and the Proposer failed to disclose such conflict, the City may terminate the contract for cause or convenience at the discretion of the City.

**III-26 Title VI Solicitation Notice**

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

**III-27 Compliance with Americans with Disabilities Act ("ADA")**

Vision 100 is DEN's strategic plan that serves as a blueprint to align decision-making and enable accountability so DEN can thoughtfully prepare to serve 100 million passengers. To achieve the goals set forth in Vision 100 proposers shall prioritize equity for people with disabilities by ensuring accessibility including requirements set forth by the Americans with Disabilities Act (42 USC § 12101, et seq) ("ADA") (and any subsequent amendments to the statute) as well as any related federal, state, and local disability requirements, supporting DEN's efforts to ensure accessibility in airport facilities and programs.

Proposer shall provide the services specified in this RFP in a manner that complies with the ADA and related requirements. Proposer shall not discriminate against disabled persons in the provision of services, benefits or activities resulting from this RFP and further agrees that any violation of this prohibition on

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



the part of Proposer, its employees, agents or assigns may result in a disqualification of the entire proposal. Proposer shall, at minimum, review the ADA's implementing regulations (28 CFR parts 35 and 36) and other federal, state, and local accessibility requirements. in preparing any proposals submitted pursuant to this RFP.

If requested by City, Proposer shall engage a qualified disability consultant, as part of the overall contract budget, to review Proposer's work for compliance with the ADA (and any subsequent amendments to the statute) and all related federal, state, and local disability requirements.

**END OF ADMINISTRATION INFORMATION**

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## IV. PREPARATION OF PROPOSAL

### IV-1 Preparation of Proposal - Proposal Forms

The proposal shall be submitted in accordance with and meet all requirements set forth in the Proposal Forms, which are attached hereto. The Proposer shall fill in all blank spaces in the applicable Proposal Forms and initial all interlineations, alterations or erasures in its proposal. The Proposer shall not delete, modify or supplement the printed matter on the forms which are included in "Attachment 1, Proposal Forms" or make substitutions thereon. The Proposer's completed Proposal Forms and Proposal Narrative shall constitute its proposal. It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions and other information items relevant to the RFP that appeared on the DEN Website.

An authorized representative of the Proposer shall execute Attachment 1, Part 1 of its Proposal Forms – the "Proposal Acknowledgment Letter."

- If the Proposer is a corporation, it shall upon execution of the Contract provide a certificate from the Secretary of State, showing that it is qualified to do business in the State of Colorado. Please call the Secretary of State for Colorado at (303) 894-2200 for information on obtaining such certification.

- If the Proposer is a partnership, the Proposer must include with its proposal evidence satisfactory to DEN that the partner signing the proposal has the authority to do so.

- If the Proposer is a joint venture, the Proposer shall submit with its proposal a notarized copy of the joint venture agreement. That agreement must describe the scope and amount of work each participant will perform and contain a provision that each participant will be jointly and severally liable to DEN for completing all the work and to third parties for all duties, obligations and liabilities which arise out of the joint venture's performance of the work.

### IV-2 Preparation of Proposal - Proposal Narrative

A. GENERAL

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

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

B. FORMAT

Proposals shall meet the following formatting requirements:

- Proposals shall be printable on 8 ½" x 11" paper
- Proposals shall use the font type and size of Times New Roman 12 point.
- **Proposals shall be in a format and in the order the Narrative Content is listed below.**
- Proposals shall include a table of contents.
- Proposals shall include tabbed or bookmarked sections as appropriate.
- **The proposal narrative shall not exceed 25 pages.** This page limit does not include the cover letter, DEN EDI Plan, table of contents, resumes, additional pages (which must be separate) with comments or proposed changes to the Sample Agreement, conflict of interest, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs, or DEN-required forms.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



- Resumes shall be limited to one (1) page per individual. Please attach resumes to the end of your proposal after additional information.
- Proposals which contain unnecessarily elaborate artwork are discouraged.
- Proposal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.
- Exhibit B shall be submitted separately from the main proposal
- Conflict of Interest

**IV-3 Proposal Narrative Contents**

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

| Narrative Contents |
|---|
| 1. Cost Effectiveness & Pricing |
| 2. DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan) |
| 3. Understanding the Project |
| 4. Proposed Work Plan and Approach |
| 5. Key Personnel and Ability to Respond |
| 6. Company Experience and Qualifications |

**Cover Letter**

The Proposer shall prepare a cover letter, not exceeding two (2) pages in length, which summarizes the key points in the proposal. It shall include the full name of the company or joint venture members and all proposed subconsultants. If the Proposer is made up of more than one (1) company, the legal relationship between those companies must be described. The cover letter must include a statement committing the availability of the key personnel identified in Section 4, below, to perform the work for the duration of the Contract term. The letter must be signed by a person who is authorized to sign a contract with DEN. This signatory shall be the same person identified in in Attachment 1, Part 1 Proposal Acknowledgement Letter, as the authorized representative.

If the Proposer believes any information, data, process or other material in its proposal should be considered by DEN to be confidential or proprietary, the Proposer shall identify that material with specificity as to the page and paragraph and on what basis it believes the material is proprietary or confidential. Proposals with all materials marked "Confidential" will be treated as if none of the materials are confidential.

1. **Cost Effectiveness**

Cost-Effectiveness:

A. Describe your team's philosophy on ensuring cost-effectiveness and efficiency for each task.
B. How will you help DEN meet the project budget without compromising quality?

Pricing:

A. If applicable, please provide a project specific pricing sheet or use the Exhibit B Template: Exhibit B - Core Staff Labor Rates in a separate electronic file and identify if you would like to include pricing in the evaluation and scoring of this RFx.

*The Exhibit B 2025 Labor Rates & Classifications is specific to the individual employee assigned to the project, where such assignments are proposed. All salaried personnel or hourly employees not covered*

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



*by Prevailing Wage for both the Contractor and subcontractor(s) assigned to this Contract must have their Overhead Multiplier Factor and/or individual hourly billing rates approved prior to commencing work at DEN. Any subsequent change(s) in personnel from those identified in the original Contract must also have their hourly billing rate approved prior to commencing work at DEN.*

Quality Control and Error Minimization:

A. Explain your approach to quality control.
B. What strategies will you use to minimize errors or re-work that could increase project costs?
C. How will consultants and subconsultants adhere to your philosophy?

Right Sizing the Team:

A. Outline your process for right sizing the team for each task.
B. How will you optimize team expertise and capabilities to meet DEN's project objectives?
C. How will you ensure your approach complies with the contract M/WBE goal?

Managing Subconsultants:

A. Describe methods your team uses to manage subconsultants to maintain effectiveness and quality throughout the project.

2. **DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan)**

The City is committed to advancing its vision of business equity, diversity, inclusion, and sustainability through growing the capacity of our historically underutilized businesses which shall include businesses and those owned by various ethnicities, genders, veterans, LGBTQ+, and individuals living with disabilities, as well as those in economically distressed or redlined neighborhoods. As previously stated in the City's Values Statement, the City will provide significant contracting opportunities among these historically underutilized businesses and ensure they benefit from the contract. Aligning with the City's intention to contract with historically underutilized businesses, this contract's historically underutilized business engagement initiatives are intended as a part of the City's values and commitment to ensure historically underutilized businesses are actively and impactfully participating throughout the life of the Project. The City believes that the utilization of these historically underutilized businesses is a best value in the procurement of its contracts, and the award of proposals of this Project will be determined, in part, on the Proposer's commitment to the growth and sustainability of historically underutilized businesses. As specified in the City's values, it is the City's expectation that the Proposer exemplify its alignment to that of the City's values and EDI as part of their business culture and practice.

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

Proposer's response in the form of a plan should include, but is not limited to:

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



A. Equity, Diversity and Inclusion Strategies. Describe the strategies and tactics Proposer will use to increase the participation of new and existing historically underutilized businesses in contracting opportunities, and the degree to which these and other strategies drive or play a role in upholding a culture of equity, diversity, and inclusion in the Proposer's organization.

B. Technical Assistance & Support Services. Describe the assistance and/or guidance that Proposer is and will provide to small businesses that helps move this next generation of historically underutilized businesses forward. This assistance and/or guidance could include technical, financial, or support services to the historically underutilized businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners. Describe the community resource organizations that Proposer is and will partner with and/or sponsor to provide assistance and/or guidance to historically underutilized businesses. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms etc.

C. Procurement Process. Describe Proposer's procurement process (including policies and procedures) and provide details on the principles used throughout the process to remove barriers in an effort to promote equity, diversity, and inclusion and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.

D. Communication and Proposer Management. Describe the communication strategies and assistance Proposer is and will use with historically underutilized businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, and dispute resolution.

E. Past Performance. Provide examples where the Proposer has been successful in promoting equity, diversity, and inclusion both internally and externally. Describe practices of Proposer's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe how the Proposer has promoted these values to both historically underutilized businesses and communities that they serve.

   Describe times when Proposer has been successful in promoting the participation of historically underutilized businesses and/or any assistance provided to the historically underutilized businesses that promoted their overall growth and success. Examples of such promotion may include, but are not limited to, bonding and insurance assistance, mentor-protégé programs, prompt payment, workforce expansion, innovative and successful partnering with historically underutilized businesses (i.e., joint venture, performing as a subcontractor to a historically underutilized business, etc.) technical assistance, access to capital platforms, innovative teaming strategies between historically underutilized businesses and Proposer (i.e. DSBO approved joint ventures or historically underutilized businesses performing as prime), and community outreach.

F. Proposer's Culture. Describe how EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3)

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.

G. Future Initiatives. Provide a roadmap of the work Proposer intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally. Describe practices Proposer intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe any plans Proposer has made to promote these values to both businesses and communities that they serve.

3. **Understanding the Project**

Describe the following:

A. Understanding of the Scope of Work
B. Complexity, challenges, and problems involved in planning and performing scope of work
C. Approaches, philosophy, and experience dealing with challenges related to the Scope of Work.

4. **Proposed Work Plan and Approach**

Describe the Proposer's project management and organizational approach, including:

A. Proposed effort for completing the work on schedule
B. Methods used to coordinate work with other entities whose work interfaces with work performed by the Proposer.

Describe the Proposer's existing project management control methods and progress reporting systems.
*Note: Any deliverables from the Proposer must be in a format compatible with DEN's systems.*

5. **Key Personnel and Ability to Respond**

Describe the Proposer's ability to perform the Scope of Work and to coordinate its efforts with DEN and its other consultants.

A. List office addresses and total number of professional/support employees for the Proposer and each subconsultant
B. Proposers shall identify the location where work on this project would be performed.

Provide an organizational chart which identifies the Proposer's key personnel and applicable subcontractors who would perform work under the Contract. *Note: Organizational chart does not count towards total page count.

A. Describe the qualifications of each subcontractor planned to perform work.
B. Describe the type of work which will be assigned to each subcontractor.

Submit detailed one-page resumes for the proposed key staff personnel including key personnel of subcontractors that are identified within Exhibit B. *Note: Resumes do not count towards total page count.

A. Resumes must include a description of their qualifications/experience and their position and length of employment with the Proposer or subcontractor.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



6. **Company Experience and Qualifications**

   Describe your experience providing the services detailed in the Scope of Work:

   A. Include information on previous projects where these services have been provided.
   B. Discuss methodology, challenges that typically arise, lessons learned, the expected level of assistance required from the client to accomplish each specified task.

At a minimum, the following information shall be included as appropriate to the Scope of Work:

A. Project name
B. Project description
C. Contract value
D. Scope of Work
E. Location
F. Owner name, address, current contact person, and telephone number
G. List any subconsultants and percentage of work performed
H. Gross fees
I. Outcome/result

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# V. EVALUATION OF PROPOSALS

## V-1 Evaluation of Proposals

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

Any scoresheets, notes, deliberations, and ultimate conclusions of the Evaluation Committee will be kept strictly confidential up through and after award of the opportunity and are protected by the deliberative process privilege. The Evaluation Committee's function is to assist the CEO in determining which proposal(s) to recommend for award. However, the CEO has the sole and absolute discretion to recommend any proposal for award deemed to be in accordance with the best interests of DEN. Proposers may not contact members of the Evaluation Committee for any reason whatsoever once this RFP is issued.

## V-2 Past Performance

If a Proposer has performed prior work at DEN, documented instances in which the Proposer failed to perform under the terms of the contract may be reviewed as part of DEN's overall evaluation. This evaluation will consider past performance information submitted as a part of such Proposer's proposal including but not limited to, information regarding predecessor companies, key personnel who have relevant experience, and subcontractors performing major or critical aspects of the service(s), if such information is relevant.

## V-3 Shortlisting and Interviews (If Necessary)

The Evaluation Committee will prepare an initial evaluation, in accordance with this Section V. The Evaluation Committee, may, at its discretion, invite the highest ranked Proposers for interviews. Such presentations and/or site visits will be at the Proposer's expense.

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

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

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

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

All invited Proposers may be asked to prepare a presentation, lasting no longer than 30 minutes, explaining the company's strong points in each area of the evaluation criteria. The presentation will be incorporated into the time allotted for the interview, no additional time will be provided.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



The presentation must be in a PC compatible format utilizing standard MS Office Suite including PowerPoint. Proposers may use a PowerPoint presentation in their interview.

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

**V-4 Best and Final Offers**

DEN, at its discretion, may utilize a Best and Final Offer (BAFO) stage after submission and prior to award to clarify the Scope of Work, assure full understanding of, and responsiveness to, the solicitation requirement, update pricing, or any other component of the RFP identified by DEN. In BAFO discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. The Contract Administrator Agent shall coordinate the Proposer's responses for review by the Evaluation Committee. The Contract Administrator shall be the SOLE point of contact throughout the process for all Proposers. If DEN requests a BAFO stage, Evaluation Committee members may revise their initial scores based upon additional information and clarification received in this phase. In lieu of revising scoring, DEN reserves the right to evaluate BAFOs by use of a narrative.

**V-5 Evaluation Criteria**

In preparing responses, Proposers shall describe in detail how they propose to meet the specifications detailed in Section II, Scope of Work. Specific factors will be applied to the proposal information to assist DEN in selecting the most qualified Proposer(s) for this opportunity. Evaluation criteria that will be used as follows, listed in no particular order.

| Evaluation Criteria | | Evaluated Weights |
|---|---|---|
| 1. | Cost Effectiveness/Pricing | 20% |
| 2. | DEN Equity, Diversity, and Inclusion Plan (DEN EDI Plan) | 15% |
| 3. | Understanding the Project | 10% |
| 4. | Proposed Work Plan and Approach | 20% |
| 5. | Key Personnel and Ability to Respond | 15% |
| 6. | Company Experience and Qualifications | 20% |
| **Total** | | 100% |

**END OF EVALUATION OF PROPOSALS**

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## VI. ATTACHMENT 1, PROPOSAL FORMS

## Attachment 1, Part 1 Proposal Acknowledgement Letter

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

Proposer: _____ Date: _____

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

In response to the Request for Proposal (RFP) dated August 20, 2025, for RFP NO. 202580614, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

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

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

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

Addenda Numbers: _____

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

Signature: _____

Type or print name: _____

Proposer's Business Address: _____

E-mail address: _____

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**Attachment 1, Part 2 Proposal Data Form**

**City and County of Denver**
**Denver International Airport**
***(Please use this form)***

Proposer Name:_____

Proposer Address: _____

Phone: _____ Fax _____

Email: _____

Federal Identification Number: _____

Principal in Charge (Name & Title): _____

Project Manager for this RFP (Name & Title): _____

Equal Employment Opportunity Officer: _____

Name(s) of Professional and Public Liability Insurance Carrier(s):

_____

_____

_____

**Parent Company Information**
***(If Applicable)***

Name of Company: _____

Address: _____

Phone: _____Fax: _____

Contact Person: _____

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**Submittal is for (check one):**

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation

**If this is a corporation, then you are the (check one):**

- ☐ Subsidiary
- ☐ Parent Company

State of Incorporation: _____

**Is this a joint venture?**

- ☐ YES
- ☐ NO

*If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.*

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**References**
***(Provide three professional references below)***

1. Company Name: _____
   Contact: _____
   Project Title: _____
   Email: _____
   Phone Number:_____

2. Company Name: _____
   Contact: _____
   Project Title: _____
   Email: _____
   Phone Number: _____

3. Company Name: _____
   Contact: _____
   Project Title: _____
   Email: _____
   Phone Number: _____

**CERTIFICATION**

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

Signature _____ Title _____

Print Name _____

Date _____

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition**

**City and County of Denver**
**Denver International Airport**
***(Please use this form)***

If no disclosure required in accordance with III-15, please sign affirmation statement.

The undersign affirms that _____(Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars ($50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

Signature _____ Title _____

Print Name _____

Date _____

If disclosure is required in accordance with III-15, please use the following space to provide information. If additional space is needed, please attach additional pages.

_____

_____

_____

_____

_____

_____

_____

_____

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**VII. ATTACHMENT 2, DSBO FORMS**

# DSBO FORMS

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

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

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



DENVER
ECONOMIC DEVELOPMENT
& OPPORTUNITY

# DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
# COMMITMENT TO MWBE PARTICIPATION

***This Commitment Form must be completed by all Bidders/Proposers or Contractors/Consultants/Tenants (Prime) to indicate their commitment towards satisfying this project's MWBE participation requirement with City and County of Denver (CCD) certified MWBE firms.***

**MWBE PARTICIPATION COMMITMENT:**
The Bidder/Proposer or Prime is committing to_____% of the total contract value to MWBE participation. The total contract value is inclusive of value changes made throughout the life of the contract.

**GOOD FAITH EFFORT:**
If Bidder/Proposer or Prime's abovementioned MWBE participation commitment is less than the MWBE participation requirement percent established by DSBO, the Bidder/Proposer or Prime must submit to DSBO with this Commitment Form a comprehensive statement of their good faith efforts as per the categories outlined in Chapter 28 of the D.R.M.C.

**The undersigned Bidder/Proposer or Prime hereby agrees and understands that they must comply with their MWBE commitment on this project in conformity with Chapter 28 D.R.M.C. and the terms of their City contract. Failure to comply is a material breach of said contract, which may result in the imposition of sanctions on the Prime, as deemed appropriate by DSBO.**

| | | |
|---|---|---|
| Bidder/Proposer or Prime (Name of Firm): | | |
| Firm's Representative: | | |
| Title: | | |
| Signature (Firm's Representative): | Date: | |
| Address: | | |
| City: | State: | Zip: |
| Phone: | Email: | |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



DENVER
ECONOMIC DEVELOPMENT
& OPPORTUNITY

# DSBO Program Requirements Handbook (DSBO Handbook)
# Signature Statement

*****Attention: this Signature Statement form is required to be completed, signed, and submitted to DSBO. It will be incorporated as an exhibit to the Contractor's/Consultant's executed contract with the City.*****

**To access the DSBO Handbook, please visit the DSBO Compliance website.**

The undersigned firm has read and agrees to comply with the DSBO Ordinance, DSBO Rules and Regulations, and requirements outlined in the DSBO Handbook (collectively, the "DSBO Program Requirements"), should it be awarded the subject project. Additionally, should the undersigned be awarded the project, it will provide timely and accurate submissions of the required compliance documentation to DSBO and will promptly advise DSBO of any changes to their primary point(s) of contact responsible for DSBO reporting. If requested by a certified subcontractor/subconsultant, the Contractor/Consultant will make the DSBO Handbook available to subcontractors/subconsultants regardless of tier.

The Contractor/Consultant shall carry out the aforementioned DSBO Program Requirements in the award and administration of its contracts, inclusive of enforcing DSBO flow down provisions in subcontract/subconsultant agreements at all tiers. Failure by the Contractor/Consultant to comply with or implement these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the City deems appropriate.

| | | |
|---|---|---|
| Bidder/Proposer or Prime (Name of Firm): | | |
| Firm's Representative: | | |
| Title: | | |
| Signature (Firm's Representative): | Date: | |
| Address: | | |
| City: | State: | Zip: |
| Phone: | Email: | |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



DENVER
ECONOMIC DEVELOPMENT
& OPPORTUNITY

# Division of Small Business Opportunity (DSBO)
# Minority & Women-Owned Business Enterprise (MWBE) Utilization Plan

This form **must be completed by all submitters** to indicate their commitment towards creating and expanding contract opportunities for City and County of Denver MWBE certified small businesses. To meet the minimum DSBO responsiveness requirements, Submitter shall provide the proposed MWBE Utilization Plan **at the time of submission deadline** to substantiate the Submitter's specified MWBE participation commitment. Each of the prompts below must be comprehensively and meaningfully addressed. Leaving a section blank or entering "N/A" may deem the submitter nonresponsive. (Maximum 400 words per section).

**The approved Utilization Plan may be subject to revisions throughout the life of the contract.**

| **Proposer/Prime Name:** |
|---|

| **Project/Contract Name and Number:** |
|---|



Denver Economic Development & Opportunity
201 W. Colfax Avenue, Suite 6C1 | Denver, CO 80202
www.denvergov.org/economicdevelopment
720-913-1999

DENVER
ECONOMIC DEVELOPMENT
& OPPORTUNITY

| | |
|---|---|
| **Utilization Strategies** | • Explain the strategies and tactics the Submitter is currently using and plans to implement in the future to enhance the participation of both new and established City and County of Denver MWBE certified small businesses in contracting opportunities. **Please provide concrete examples.**<br><br>• Please list the anticipated scopes of work that may utilize MWBE certified businesses. If known, list specific MWBE certified firms that you may consider for certified subcontractor utilization.<br><br>For reference, please refer to CCD Certified Small Business Database.<br><br>Small BusinessCertification and Contract Management System \| Denver Office of Economic Development<br><br>**Response:** |

DENVER
ECONOMIC DEVELOPMENT
& OPPORTUNITY



| | |
|---|---|
| **Standard Procedure for Bid Packages** | • Describe Submitter's procurement process, policies and procedures for soliciting MWBE certified small business participation. Please provide details on the practices already in place and/or anticipated practices that ensure that MWBE certified small businesses are successful in obtaining subcontracts on this project.<br><br>**Response:** |



Denver Economic Development & Opportunity
201 W. Colfax Avenue, Suite 6C1 | Denver, CO 80202
www.denvergov.org/EconomicDevelopment
720-913-1999

DENVER
ECONOMIC DEVELOPMENT
& OPPORTUNITY



| | |
|---|---|
| **Technical Assistance** | • Describe the assistance and/or guidance that Submitter will provide to certified small businesses that may help advance MWBE-certified businesses forward. This could include technical, financial, or support services to the certified small businesses that allows them to have meaningful participation on this or other contracts.<br><br>Examples of such may include, but are not limited to, quality control, bonding, insurance assistance, payment advances, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.<br><br>**Response:** |



Denver Economic Development & Opportunity
201 W. Colfax Avenue, Suite 6C1 | Denver, CO 80202
www.denvergov.org/ecdevelopment
720-913-1999

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**VIII. ATTACHMENT 3, EXHIBIT B – 2025 LABOR RATES AND CLASSIFICATIONS**

# EXHIBIT B - 2025 LABOR RATES AND CLASSIFICATIONS

The Pricing Forms which apply to this contract are
included as a separate MS Excel attachment in BidNet.

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

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**IX. ATTACHMENT 4, INSURANCE REQUIREMENTS**

# INSURANCE REQUIREMENTS

The insurance requirements relative to this contract are contained in the pages immediately following this page.

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

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**EXHIBIT C**

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

## A. Certificate Holder and Submission Instructions

Commercial Operator must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249

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

The official repository for Certificates of Insurance (COIs) within DEN is PINS Advantage. Upon contract initiation, an email will be sent to the Commercial Operator with instructions to upload the COIs for insurance compliance. The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Commercial Operator.

## B. Defined Terms

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

## C. Coverages and Limits

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

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

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

   a. If operating vehicles unescorted airside at DEN, a $10,000,000 combined single limit each occurrence for bodily injury and property damage is required. DEN has established an Airside Unescorted Excess Auto Liability Program to support Commercial Operators in meeting the $10,000,000 auto liability requirement for unescorted airside driving privileges. This program offers $9,000,000 in excess


BURNS & MCDONNELL ENGINEERING COMPANY, INC. - 202582718-00

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



coverage over a $1,000,000 base liability. For more information, please visit: DEN AirsideDrive Program.

b. If Commercial Operator does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
c. If transporting waste, hazardous material, or regulated substances, Commercial Operator shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
d. If Commercial Operator does not own any fleet vehicles and/or Commercial Operator's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Commercial Operator shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Commercial Operator. This provision does not apply to persons solely commuting to and from the airport.
e. If Commercial Operator will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.

3. Workers' Compensation and Employer's Liability Insurance
Commercial Operator shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.

a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Commercial Operator to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.

4. Property Insurance
Commercial Operator is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Commercial Operator carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.

5. Professional Liability (Errors and Omissions) Insurance
Commercial Operator shall maintain a minimum limit of $1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.

6. Unmanned Aerial Vehicle (UAV) Liability:
If Commercial Operator desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:

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



BURNS & MCDONNELL ENGINEERING COMPANY, INC. 202582718-00
Contract Number: Design Contract No. 202582718-00

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



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

**D. Reference to Project and/or Contract**

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

**E. Additional Insured**

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

**F. Waiver of Subrogation**

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

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

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

**G. Notice of Material Change, Cancellation or Nonrenewal**

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

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

**H. Cooperation**

Commercial Operator agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Commercial Operator's failure to fully cooperate may, as determined in the City's sole discretion, provide cause



BURNS & MCDONNELL ENGINEERING COMPANY, INC. 202582718-00
Digital Transaction Management

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

**I. Additional Provisions**

1. Deductibles or any type of retention are the sole responsibility of the Commercial Operator.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Commercial Operator procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Commercial Operator signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Commercial Operator's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Commercial Operator is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Commercial Operator shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Commercial Operator's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

**J. Part 230 and the DEN Airport Rules and Regulations**

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

**K. Applicability of ROCIP Requirements**

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to



BURNS & MCDONNELL ENGINEERING COMPANY, INC. 202582718-00

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Commercial Operator and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Commercial Operator is NOT eligible for or provided insurance coverage under a ROCIP program. Commercial Operator must provide its own insurance as specified in this Agreement. If Commercial Operator is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

DEN ROCIP Safety Manual

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

DEN ROCIP Insurance Manual
DEN ROCIP Claims Guide

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



BURNS & MCDONNELL ENGINEERING COMPANY, INC. 202582718-00

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## X. ATTACHMENT 5, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

For the City or the City Agency to consider a bid/proposal, Proposers must complete the on-line Diversity and Inclusiveness in City Solicitations Form – then **save an electronic copy of the completed form and include the electronic copy as part of its proposal**. **A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive.**

**Click on the following link to access the on-line form:**
https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6

Using the form found in link above, please state whether you have a Diversity and Inclusiveness program for employment and retention, procurement and supply chain activities or customer service, and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Form will provide an opportunity for City Proposers to describe their own diversity and inclusiveness practices. Proposers are not expected to conduct intrusive examinations of their employees, managers or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the Proposer's current practices, if any. Diversity and Inclusiveness information provided by City Proposers in response to City solicitations for services or goods will be collated, analyzed and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from Proposers will be in such reports.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## XI. ATTACHMENT 6, SAMPLE AGREEMENT

# SAMPLE AGREEMENT

The Sample Contract form and required Federal provisions are contained in the pages immediately following this page. The complete contract will include other exhibits in addition to the form and the Federal provisions.

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

***Notice to Proposers:***

***City Required Contract Provisions***

***The following contract provisions are required in every contract issued by the City. The language of each clause is drafted in accordance with Federal, State, and City law and policy and are not subject to modification. Accordingly, Proposers should carefully review this Sample Agreement provided with the Request for Proposals, including these required provisions, in preparation of their proposals.***

7. **Standard Federal Provisions contained in the Contract and the Exhibit or Appendix**
8. **Minority/Women Owned Business Enterprise (DEN-funded), Small Business Enterprise (DEN-funded) and Disadvantaged Business Enterprise (Federally-funded) requirements**
9. **MWBE Prompt Pay (if applicable) and City Prompt Pay**
10. **Prevailing Wage Ordinance**
11. **City Minimum Wage provisions; worker retention provision if applicable**
12. **Insurance Requirements**
13. **Defense and Indemnification (subject to very limited exceptions and approval; Proposer must provide comments and any provisions it *cannot accept with its Proposal*)**
14. **Disputes/Dispute Resolution (see D.R.M.C. § 5-17 and DEN Rules and Regulations Part 250)**
15. **Compliance with All Laws and Regulations/with Patent, Trademark and Copyright Laws (subject to very limited exceptions and approval) compliance with all Executive Orders including drugs/alcohol/tobacco**
16. **Governing Law and Venue**
17. **Bond Ordinances**
18. **Force Majeure**
19. **Taxes and Costs**
20. **Environmental Requirements**
21. **Records Retention and Other Standard City Provisions, including but not limited to:**
22. **Diversity and Inclusiveness**
23. **No Discrimination in Employment**
24. **Advertising and Public Disclosure**
25. **Colorado Open Records Act**
26. **Examination of Records and Audits, including Federal and City Auditor provisions**
27. **Conflict of Interest**
28. **Sensitive Security Information, DEN Security, Badging, and other Security Provisions**

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** ("**Agreement**") is made and entered into as of the date stated on the City's signature page below (the "**Effective Date**") by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the "**City**"), and *Contractor*, a *Jurisdiction* corporation authorized to do business in the State of Colorado ("**Contractor**") (collectively the "**Parties**").

**W I T N E S S E T H:**

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

**WHEREAS**, the City desires to obtain professional design services; and

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

**WHEREAS,** Contractor's proposal was selected for award of the On-Call Infrastructure Design (the "**Project**"); and

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

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

## 1. LINE OF AUTHORITY:

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

## 2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

**A. Scope of Services.** Contractor shall provide professional services and deliverables for the City as designated by the CEO, from time to time and as described in the attached ***Exhibit A*** ("**Scope of Work**"), in accordance with Task Orders, schedules and budgets set by the City. Without requiring amendment to this Agreement, the City may, through a Task Order or similar



SAMPLE

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



form issued by the CEO, and signed by Contractor, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

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

**C. Standard of Performance.**

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

ii. Contractor understands and acknowledges that it may be required to create and assist in the implementation of the drawings, plans, specifications, reports, and/or any other such deliverables necessary to complete the work (collectively hereinafter referred to as the "**Design Deliverables**"), as required by the City.

iii. Contractor shall strictly conform to and be bound by written standards, criteria, budgetary considerations, Task Orders, notices to proceed, and memoranda of policy furnished to it by the City.

iv. If required by the City, Contractor shall develop Design Deliverables using Building Information Modeling ("**BIM**") as set forth in the Design Standards Manual, which is incorporated herein by reference. For each Task Order, Contractor will develop a draft BIM Project Execution Plan ("**BPXP**") with the City and all sub-contractors.

v. Contractor shall organize its Design Deliverables for any method of construction contracting selected by the City. Contractor shall fully coordinate Design Deliverables with the contractor selected to construct the work outlined in the Design Deliverables.

vi. In performing all work under this Agreement, Contractor shall fully coordinate and integrate all services and Design Deliverables with related work being performed by other contractors, Contractor's sub-contractors, the City, the City's consultants, related suppliers and subcontractors of any tier, and, at the City's request, other adjacent projects at DEN.

vii. Contractor shall be liable to the City for all acts and omissions of Contractor and its employees, subcontractors, agents, and any other party with whom Contractor



Contractor
Contract No. 202580614-00
BURNS & MCDONNELL ENGINEERING COMPANY, INC. - 202582718-00

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



contracts to perform any portion of the work under this Agreement, including any design elements of any authorized Task Order.

**D. Construction Administration.** If Contractor's Scope of Work includes contract administration duties, these shall commence upon the earlier to occur of the following events: (a) the City's execution of the associated construction contract(s); (b) issuance of a construction task order pursuant to an existing construction contract; or (c) the City's issuance of the notice to proceed to the contractor(s).

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

**F. Subcontractors.**

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

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

iii. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.

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

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

**G. Personnel Assignments.**

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



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

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

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

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

## 3. OWNERSHIP AND DELIVERABLES:

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Agreement on or before the day of the payment, whether a periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to six (6) years after termination of this Agreement. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.



Contractor
Contract No. 202580614-00
BURNS & MCDONNELL ENGINEERING COMPANY, INC. - 202582718-00

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## 4. TERM AND TERMINATION:

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

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

**C. Suspension and Termination.**

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

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

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

a. Terminate this Agreement or the Task Order for cause with ten (10) days prior written notice to Contractor; or

b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

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

SAMPLE

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



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

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

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

**D. Remedies.** In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

i. All costs of correcting and replacing any affected design documents, including reproducible drawings;

ii. All removal and replacement costs of any improvements or other work installed or performed pursuant to and in accordance with design documents containing negligent errors, omissions, and/or defects; and

iii. Additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work.

iv. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements otherwise provided in this Agreement.

## 5. COMPENSATION AND PAYMENT:

**A. Maximum Contract Amount.** Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of *Amount* **Dollars and** *Amount* **Cents** ($*Amount*) ("**Maximum**



SAMPLE

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**Contract Amount**"). Contractor shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

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

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

**D. Fee.** Initial hourly rates and charges are set forth in ***Exhibit B***. The Project Manager, in his or her sole discretion, may annually adjust the hourly rates on the anniversary of the Effective Date through a Task Order applicable to future work as further provided in the Task Order. Hourly rate adjustments shall not exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

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

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

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

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

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



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

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

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

## 6. MWBE, WAGES AND PROMPT PAYMENT:

**A.** Minority/Women Business Enterprise.

i. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C., designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**"); and any Rules and Regulations promulgated pursuant thereto. Contractor's Goal Commitment to MWBE participation for this Agreement is ___% as stipulated in the Division of Small Business Opportunity's ("**DSBO**") Commitment to MWBE Participation Form submitted by Contractor.

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

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

b. If contract modifications are issued under this Agreement, Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under



Contractor
Contract No. 202580614-00
BURNS & MCDONNELL ENGINEERING COMPANY, INC. - 202582718-00

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.

c. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be promptly submitted to DSBO for notification purposes.

d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Contractor must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73, with regard to changes in scope or participation. Contractor shall supply to DSBO all required documentation under D.R.M.C. §§ 28-64, 25-70, and 28-73, with respect to the modified dollar value or work under the contract.

e. Termination or substitution of an MWBE subcontractor requires compliance with D.R.M.C. § 28-73.

f. Failure to comply with these provisions may subject Contractor to sanctions set forth in § 28-76 of the DSBO Ordinance.

g. Should any questions arise regarding DSBO requirements, Contractor should consult the DSBO Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

**B. Prompt Pay of MWBE Subcontractors** For contracts of one million dollars ($1,000,000.00) and over to which D.R.M.C. § 28-72 applies, Contractor is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-72 with regard to payments by Contractor to MWBE subcontractors. If D.R.M.C. § 28-72 applies, Contractor shall make payment by no later than thirty-five (35) days from receipt by Contractor of the subcontractor's invoice.

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

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



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 this Agreement were encumbered.

Date bid or proposal issuance was advertised: *Date*

i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

ii. Contractor shall provide the Auditor of the City and County of Denver ("**Auditor**") with a list of all subcontractors providing any services under this Agreement.

iii. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.

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

v. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

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

**E. City Prompt Pay.**

i. The City will make monthly progress payments to Contractor for all services performed under this Agreement based upon Contractor's monthly invoices or shall make payments as otherwise provided in this Agreement. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Agreement.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



ii. Final Payment to Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings, reproducible copies, and other deliverables are delivered to the City, and the Agreement is otherwise fully performed by Contractor. The City may, at the discretion of the EVP, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the EVP.

## 7. INSURANCE REQUIREMENTS:

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

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

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

**D.** In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of Contractor's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

**E.** The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

## 8. DEFENSE AND INDEMNIFICATION:

**A.** To the fullest extent permitted by law, Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



Agreement that are attributable 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 obligation to defend and indemnify the City may be determined after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Contractor's duty to defend and indemnify the City shall relate back to 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 fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents ($200.00) per hour of City Attorney time. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered City's exclusive remedy.

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

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

## 9. DISPUTES:

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

## 10. WAIVER OF C.R.S. 13-20-802, ET SEQ.:

With respect solely to the City, Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes (also designated C.R.S. § 13-2-802 *et seq.*) relating to design defects in the Project under this Agreement.

## 11. GENERAL TERMS AND CONDITIONS:

**A. Status of Contractor.** Parties agree that the status of Contractor shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the "**City Charter**"). It is not intended, nor shall it be construed, that Contractor or its



Contractor
Contract No. 202580614-00
BURNS & MCDONNELL ENGINEERING COMPANY, INC. - 202582718-00

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

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

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

**D. Compliance with all Laws and Regulations.**

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

ii. Contractor shall perform all work in compliance with Executive Order 123 regarding Sustainability, including the requirement that all new City buildings and major renovations will be certified to the applicable Leadership in Energy and Environmental Design ("**LEED**") Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Contractor also shall comply with all applicable DEN design and construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at: https://business.flydenver.com/bizops/bizRequirements.asp.

**E. Compliance with Patent, Trademark and Copyright Laws.**

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



Contractor
Contract No. 202580614-00
BURNS & MCDONNELL ENGINEERING COMPANY, INC. - 202582718-00

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



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

**F. Notices.**

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

by Contractor to:

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

And by the City to:

*Click here to add multiple address lines*

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

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

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



*Contractor*

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

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

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

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

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

**L. Cooperation with Other Contractors.**

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

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

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

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

**O. Coordination and Liaison.** Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall



Contractor
Contract No. 202580614-00
BURNS & MCDONNELL ENGINEERING COMPANY, INC. - 202582718-00

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



make every reasonable effort to fully coordinate all such services as directed by the SVP or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

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

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

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

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

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

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

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



Contractor
Contract No. 202580614-00
BURNS & MCDONNELL ENGINEERING COMPANY, INC. - 202582718-00

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



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

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

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

## 12. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

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

**B. No Discrimination in Employment.** In connection with the performance of work under this Agreement, Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Contractor shall insert the foregoing provision in all subcontracts.

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



Contractor
Contract No. 202580614-00
BURNS & MCDONNELL ENGINEERING COMPANY, INC. - 202582718-00

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

**D. Colorado Open Records Act.**

i. Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("**CORA**"), C.R.S. §§ 24-72-201 et seq., and Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in CORA, and Contractor agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

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

**E. Examination of Records and Audits.**

i. Any authorized agent of the City, including the Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of six (6) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United



Contractor
Contract No. 202580614-00
BURNS & MCDONNELL ENGINEERING COMPANY, INC. - 202582718-00

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. § 20-276.

ii. Additionally, Contractor agrees until the expiration of six (6) years after the final payment under this Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

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

**F. Use, Possession or Sale of Alcohol or Drugs.** Contractor shall cooperate and comply with the provisions of Denver Executive Order 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 barring Contractor from City facilities or participating in City operations.

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

**H. Conflict of Interest.**

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

ii. Contractor represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work



Contractor
Contract No. 202580614-00
BURNS & MCDONNELL ENGINEERING COMPANY, INC. - 202582718-00

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



of Contractor or which might give Contractor an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Contractor agrees it will comply with that mitigation plan.

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

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

**13. SENSITIVE SECURITY INFORMATION:**

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

**14. DEN SECURITY:**

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

**B.** Contractor is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and



Contractor
Contract No. 202580614-00
BURNS & MCDONNELL ENGINEERING COMPANY, INC. - 202582718-00

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



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.

## 15. FEDERAL RIGHTS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in ***Appendix No. 1***.

## 16. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

**A. Attachments.** This Agreement consists of Section 1 through 17 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix No. 1: Standard Federal Assurances
Exhibit A: Scope of Work
Exhibit B: Rates
Exhibit C: Insurance Requirements
Exhibit D: Task Proposals and Execution Process
Exhibit E: Scheduling, Reporting and Compensation
Exhibit F: Equity, Diversity and Inclusion Plan ("EDI Plan")
Exhibit G: Request for Proposals and Contractor's Response to Request for Proposals

**B. Order of Precedence.** In the event of an irreconcilable conflict between a provision of Section 1 through 17 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix No. 1
Section 1 through 17 hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit F
Exhibit D
Exhibit E
Exhibit G

## 17. CITY EXECUTION OF AGREEMENT:

**A. City Execution.** This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City





SAMPLE

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

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

**[SIGNATURE PAGES FOLLOW]**

SAMPLE

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## XII. ATTACHMENT 7, DEN CONFLICT QUESTION SUBMISSION FORM

# DEN CONFLICT QUESTION SUBMISSION FORM

The Conflict Question Submission form may be relative to this contract and is contained in the pages immediately following this page.

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

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

Exhibit F

# DEN Conflict Question Submission Form

This form and associated process allows for the submission and resolution of a prospective vendor's difficult or unusual concerns related to conflicts of interest involving an individual person, a contractor/ consulting company, or a procurement. A City or DEN employee may use this form to submit a question raised by a contractor/consultant or other third party. A contractor/consultant or other third party may complete Sections I through V of this form, in which case a City employee must verify and supplement, if necessary, Sections IV and V of this form.

Submitters should not disclose privileged internal communications or, regarding submissions by City or DEN employees, information concerning the deliberative process that led to the issue or submission. Please be aware that non-privileged public records (including non-privileged internal e-mails) may be subject to the Colorado Open Records Act.

## I. Contact Information for Person Submitting this Form

Name, employer and title of employee

Submission Date

E-mail address

Telephone Number

## II. Requesting Consultant / Contractor Information

Is this potential conflict concern raised by a City or DEN employee or an outside entity (regardless of who submitted it)? For example, a contractor or consultant working for, or interested in working for, DEN.

- ◯ Yes - outside entity
- ◯ No - internal

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**III. Conflict Question**

Briefly and clearly explain the specific conflict concern. If the question concerns a potential conflict between past, current or anticipated work please identify all relevant contracts, work/task orders or procurement processes with contract or procurement numbers if possible. Include details such as the scope of work in the existing contract and the anticipated scope of work, or other information to explain the potential conflict and any mitigation efforts taken. Please specify whether the non-DEN parties are/were a prime contractor or subcontractor on each relevant contract. If the issue relates to a person or entity whose roles or involvement might conflict on one project, please describe the potentially conflicting scopes. Include all relevant facts whether they weigh for and against there being a conflict. If necessary, attach relevant pages of agreements, RFPs and other documents. Please avoid attaching lengthy documents.

Describe the potential conflict question or concern.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



Provide any additional information you believe would assist in considering the situation, including similar situations or special circumstances.

---

**IV. DEN Stakeholders**

Which DEN division or divisions are identified in the relevant contract/s? Typically, this is specified in the initial paragraphs or in a section called something like: "Line of Authority"

Has this or a related question been submitted previously or addressed informally? If so, please describe the circumstances and people involved.

Identify any City or DEN Attorneys working on relevant related contracts or who was consulted on this issue.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



List any other City or DEN employees that have relevant information. If the question concerns an active procurement process, include the contract administrator.

---

**V. Timeline Constraints**

Is there a procurement or other activity impacted by this decision? If so, what is the date of that, such as the date work must start, or an RFP will be issued?

If yes, briefly describe the timing issue and any specific dates and potential impacts.

---

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## VI. DEN Decision

Does past, current or anticipated work by the outside party give them an unfair advantage or create an unacceptable impression that they have an unfair advantage?

- ◯ Not applicable
- ◯ Yes - a conflict exists
- ◯ No - based on information provided no conflict anticipated
- ◯ DEN cannot make a determination at this time

Would allowing the outside party to serve in multiple roles on the same or related projects result in an unacceptable actual or perceived conflict?

- ◯ Not applicable
- ◯ Yes - a conflict exists
- ◯ No - based on information provided no conflict anticipated
- ◯ DEN cannot make a determination at this time

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



Does the outside party's past, current or future work for other entities create an unacceptable conflict of interest?

- ◯ Not applicable
- ◯ Yes - a conflict exists
- ◯ No - based on information provided no conflict anticipated
- ◯ DEN cannot make a determination at this time

Would the proposed participation of the outside party otherwise jeopardize an open, fair competitive process?

- ◯ Not applicable
- ◯ Yes - a conflict exists
- ◯ No - based on information provided no conflict anticipated
- ◯ DEN cannot to make a determination at this time

---

**VII. Comments / Conditions**

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



August 25, 2025

# Denver International Airport

## On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 1

This Addendum Number 1 supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

DeAnne Barker

_____

DeAnne Barker
Contract Administrator
Contract Procurement

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 1

**Scope of this Addendum**

Addendum Number 1 includes modifications to the following RFP Documents issued Friday, August 22, 2025. These modifications are deemed necessary by the City and County of Denver.

The following links have been updated as part of Addendum Number 1:

**Optional Pre-Proposal Conference**
The link for the pre-proposal conference will be replaced in its entirety with the link below.
Optional Pre-Proposal Conference Link

**Minority and Women-Owned Business Enterprise Participation**
Small Business Certification and Contract Management System

**Attachment 2, DSBO Forms**
DSBO Program Requirements Handbook (DSBO Handbook) Signature Statement: DSBO Compliance Website
DSBO Minority & Women-Owned Business Enterprise (MWBE) Utilization Plan: Small Business Certification and Contract Management System & Denver Office of Economic Development

**Attachment 4, Insurance Requirements**
Exhibit C: Insurance Requirements for Department of Aviation Professional Services Agreement
DEN AirsideDrive Program
DEN Airport Rules and Regulations
DEN ROCIP Safety Manual
DEN ROCIP Insurance Manual
DEN ROCIP Claims Guide

The total number of pages (including cover sheet) contained in this Addendum Number 1 is two (2).

* * * * * * *

*End of Addendum Number 1.*

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



September 11, 2025

# Denver International Airport

## On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 2

This Addendum Number 2 supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

DeAnne Barker

_____

DeAnne Barker
Contract Administrator
Contract Procurement

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 2

**Scope of this Addendum**

Addendum Number 2 includes modifications to the following RFP Documents issued Friday August 22, 2025. These modifications are deemed necessary by the City and County of Denver.

**Questions and Answers**

This Addendum 2 provides responses to vendor questions received by the due date in BidNet. The Q&A Document 1 is attached. Question 15 will be addressed in a later addendum.

**Preparation of Proposal**

**Section IV-3 Proposal Narrative Contents**

The following language under Cost Effectiveness will be replaced in its entirety to state:

Pricing:

A. Complete the Exhibit B for Labor Rates and Classifications for the core team and key personnel labor classifications.

*All salaried personnel or hourly employees not covered by Prevailing Wage for both the Contractor and subcontractor(s) assigned to this Contract must have their Overhead Multiplier Factor and/or hourly billing rates approved prior to commencing work at DEN. Any subsequent change(s) from those identified in the original Contract must also have hourly billing rates approved prior to commencing work at DEN, including additional labor classifications and new or additional subcontractors.*

**Attachments**

The purpose of this addendum is to provide the attachments that were included within the original RFP. The following attachments apply:

- Q&A Document 1
- Professional Services Compensation Process
- Task Order Process – Proposals and Execution

The total number of pages (including cover sheet) contained in this Addendum Number 2 is twenty-one (21).

* * * * * * *

*End of Addendum Number 2.*

Exhibit F

# Questions & Answers - 1

| | |
|---|---|
| **Solicitation** | 202580614 - On-Call Infrastructure Design |
| **Buying Organization** | City and County of Denver Department of Aviation |

| No | Question/Answer | Question Date |
|---|---|---|
| Q1 | **Question: Link to Pre-proposal Meeting Does Not Work**<br>Hello, Could you please provide a new link to the pre-proposal meeting? The one in the RFP does not work.<br><br>**Answer:** Addendum 1 was posted with a working link on 08/25/2025. | 08/25/2025 |
| Q2 | **Question: Preproposal Link**<br>Hello,<br>In the downloaded RFP, it does not appear that the pre-proposal meeting link is functioning. Can you please post the call-in information?<br><br>Thank you<br><br>**Answer:** Addendum 1 was posted with a working link on 08/25/2025. | 08/25/2025 |
| Q3 | **Question: Organizational Chart**<br>Can the org chart be on a 11 x 17 page?<br><br>**Answer:** Yes, the org chart can be on an 11 x 17 page. | 08/27/2025 |
| Q4 | **Question: Conflict of Interest**<br>In section III-25 of the RFP for conflicts of interest, it states that "existing contracts held by the proposer could be consider a conflict." Would you suggest we state all the contracts currently held as the proposer? It is unclear as the submission form provided appears to be more of a claim notice rather than a statement.<br><br>**Answer:** The form is provided to allow proposers to self-identify potential conflicts of interest and proactively provide that information to DEN. Proposers are required to submit the form if they feel there is a potential conflict of interest they believe should be disclosed.<br><br>Proposers should consider potential conflict of interests as defined in Section III-25. | 08/27/2025 |
| Q5 | **Question: Sample List of Task Order Projects**<br>Would it be possible to provide a sample list of actual task order projects that may be anticipated under this contract?<br><br>**Answer:** Actual task order projects have not been determined at this time, but could include:<br>-Runway and airfield pavement rehabilitation projects<br>-Roadway and surface parking lot rehabilitation projects<br>-Airside and landside pavement evaluations<br>-Stormwater drainage improvements<br>-New and modifications of water quality facilities<br>-DIW system rehabilitation and improvements<br>-Rehabilitation of airfield lighting systems<br>-Traffic signal design, traffic analysis<br>-Utility extensions and preliminary site development | 08/27/2025 |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

# Exhibit F

| No | Question/Answer | Question Date |
|---|---|---|
| Q6 | **Question: Consultants' submission**<br>Can consultants submit to provide discipline-specific services on an on-call basis (i.e. structural engineering) or is the expectation that submittals include complete teams that are capable of meeting all of the potential project requirements (i.e. architects, engineers, etc.)<br><br>**Answer:** DEN's expectation is that each awarded firm will have the capabilities to respond to all potential project requests, through self-performance or the subconsultant team structure. Note that DEN is only anticipating the core team/key partners to be identified at this proposal stage and recognizes the need for additional subconsultants that may be added later in the contract term for specific task order needs. | 08/27/2025 |
| Q7 | **Question: Tab 5 Key Personnel**<br>We want to make sure we're clear on all of the resources we are dedicating to potential airside and landside on-call projects as well as identifying a clear structure for opportunities for our MWBE partners while keeping within the 12 point Times New Roman requirements. Would it be possible to allow for the organizational chart to be placed on an 11" x 17" page so we can show all these relationships together on one page?<br><br>**Answer:** Yes, the org chart can be on an 11 x 17 page. | 08/27/2025 |
| Q8 | **Question: Consultant Number**<br>How many consultants/teams will DEN be selecting for this contract?<br><br>**Answer:** DEN is anticipating approximately 5 contracts to be awarded. | 08/29/2025 |
| Q9 | **Question: Contract Cap**<br>Will the contracts have a monetary cap? If so, is DEN aware of how much that cap will be?<br><br>**Answer:** DEN is anticipating each contract maximum liability to be approximately $10M. | 08/29/2025 |
| Q10 | **Question: Organization Chart Size**<br>Is it acceptable to present the organization chart on an 11 x 17 page since it does not count towards the page count?<br><br>**Answer:** Yes, the org chart can be on an 11 x 17 page. | 09/02/2025 |
| Q11 | **Question: Proposal Format**<br>Section IV-3 Subsection 5 states, "Organizational chart does not count towards total page count." Section IV-2.B bullet 6 includes items excluded from the 25-page count, but does not list the Organizational Chart as an exclusion. Please state whether the Organization Chart counts towards the 25-page Proposal Narrative page count. Please also confirm whether the Org Chart may be submitted as an 11x17 sheet with 10 pt font.<br><br>**Answer:** The org chart does not count against your page count and it can be submitted on 11 x 17, the font can be 10 pt. font as long as it is easily readable by our evaluation panel. | 09/03/2025 |
| Q12 | **Question: Proposal Format**<br>RFP Section IV-2.B states, "Proposals shall use the font type and size of Times New Roman 12 point." Please confirm graphics, tables, charts, etc. are excluded from this formatting requirement, and may be submitted with legible smaller font and styling.<br><br>**Answer:** The narrative language must comply with the standards as outlined in the RFP document. Font size for graphics, org charts and call outs must be clear and easily readable by the evaluation panel if not using the New Roman 12 point. | 09/03/2025 |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

# Exhibit F

| No | Question/Answer | Question Date |
|---|---|---|
| Q13 | **Question: Exhibit B Rate Sheet**<br>Please clarify if the Exhibit B Rate Sheet is to include subconsultant staff bill rates, or if it is to include only the Prime Consultant key staff bill rates.<br><br>**Answer:** The Rate Sheet Exhibit is intended to include prime consultant and subconsultant billing rates. Note that DEN is only anticipating the core team/key partners to be identified at this proposal stage and recognizes the need for additional subconsultants that may be added later in the contract term for specific task order needs, resulting in subsequent updates to the Rate Sheet Exhibit. | 09/03/2025 |
| Q14 | **Question: Exhibit B-2025 Labor Rates and Classification**<br>The “Exhibit B-2025 Labor Rates and Classification” form that was provided with the RFP has limited staff positions available for selection. For example, the Engineer category used to include levels from Engineer I thru Engineer IV. This has been reduced to 1 single classification of Engineer. There are not sufficient positions in this form to categorize our different staff levels. Can this form be revised to include those additional positions similar to previous versions of this form?<br><br>**Answer:** Proposers should utilize the "Experience Level" in addition to the Position title as further qualifiers for different staff level. | 09/04/2025 |
| Q16 | **Question: conflict of interest form**<br>The RFP indicates the conflict of interest form is required to be submitted as a part of this. Should this form only be submitted if we feel there is a conflict of interest that needs to be disclosed? Should this form be used to identify all the current contracts a firm holds at DEN for review? Can you please provide more clarification around the submission of this form.<br><br>**Answer:** The Conflict of Interest Form is only required if the Proposer believes a conflict of interest may exist.<br><br>The form is provided to allow proposers to self-identify potential conflicts of interest and proactively provide that information to DEN. Proposers are required to submit the form if they feel there is a potential conflict of interest they believe should be disclosed. | 09/04/2025 |
| Q17 | **Question: project specific pricing sheet**<br>The RFP indicates that if applicable, please provide a project specific pricing sheet or use the Exhibit B form. Please confirm that an Exhibit B is all that is required for this contract.<br><br>**Answer:** IV-3 Subsection 1 will be revised. Exhibit B Labor Rates and Classifications is all that is required, there is no project specific pricing sheet for this opportunity. | 09/04/2025 |
| Q18 | **Question: Exhibit B 2025 Labor Rates & Classification**<br>Page 24 of the RFP indicates that “The Exhibit B 2025 Labor Rates & Classification is specific to the individual employee assigned to the project, ..” The Exhibit B form that is included does not have a column to identify the individual employee. Is the intent to establish rates for each individual, or for each classification?<br><br>**Answer:** Complete the Exhibit B Labor Rates and Classifications as indicated. The intent is to establish classification rates, not individual employee rates. | 09/04/2025 |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

# Exhibit F

| No | Question/Answer | Question Date |
|---|---|---|
| Q19 | **Question: Font Size/Type**<br>Will DEN allow firms to use fonts and sizes other than Times New Roman 12 in graphics, charts and callouts?<br><br>**Answer:** The narrative language must comply with the standards as outlined in the RFP document. Font size for graphics, org charts and call outs must be clear and easily readable by the evaluation panel if not using the New Roman 12 point. | 09/04/2025 |
| Q20 | **Question: DEN Conflict Question Submission Form**<br>Page 4 of the RFP lists the Conflict of Interest Question Submission Form as a required document. Attachment 7 from Page 76 to 82 of the RFP provides a copy of the DEN Conflict Question Submission Form. Please confirm this form is only required if the proposer has a potential conflict of interest as defined in Section III-25 of the RFP.<br><br>**Answer:** Refer to Q16. | 09/04/2025 |
| Q21 | **Question: DEN Conflict Question Submission Form**<br>Attachment 7 from Page 76 to 82 of the RFP provides a copy of the DEN Conflict Question Submission Form, the form appears to be an online submission. If required, is the proposer to complete and submit this form online?<br><br>**Answer:** The Conflict of Interest Form is not submitted online. | 09/04/2025 |
| Q22 | **Question: DEN Conflict Question Submission Form**<br>If required to be submitted online, please provide a link to the DEN Conflict Question Submission Form.<br><br>**Answer:** The Conflict of Interest Form is not submitted online. | 09/04/2025 |
| Q23 | **Question: DEN Conflict Question Submission Form**<br>If required to be submitted online, is the DEN Conflict Question Submission Form required to be submitted prior to the Proposal Due Date.<br><br>**Answer:** If applicable, the Conflict of Interest Form should be submitted as part of the Proposal Submittal package. | 09/04/2025 |
| Q24 | **Question: DEN Conflict Question Submission Form**<br>If required to be submitted, please confirm that DEN will complete Sections VI and VII of the DEN Conflict Question Submission Form, and the proposer does not need to complete these sections.<br><br>**Answer:** Correct - Section VI and VII are reserved for DEN's determination. | 09/04/2025 |
| Q25 | **Question: Pricing/Exhibit B**<br>Page 24 of the RFP, under Section IV-3, Subsection 1, states “if applicable, please provide a project specific pricing sheet or use the Exhibit B Template: Exhibit B – Core Staff Labor Rates.” Please confirm that there is not a requirement to provide project specific pricing as part of the proposal response, and that the proposer is only required to submit Core Staff Rates in the RFP attachment titled “EXHIBIT – 2025 LABOR RATES AND CLASSIFICATIONS 073125”, for the prime consultant only.<br><br>**Answer:** Refer to Q13 and Q17. | 09/04/2025 |

# Exhibit F

| No | Question/Answer | Question Date |
|---|---|---|
| Q26 | **Question: Pricing/Exhibit B**<br>Page 24 of the RFP, under Section IV-3, Subsection 1, states “identify if you would like to include pricing in the evaluation and scoring of this RFx”. Please indicate how much of the 20% Evaluated Weight for Section 1 Cost Effectiveness/Pricing would be subdivided if pricing was included in the evaluation and scoring.<br><br>**Answer:** IV-3 Subsection 1 will be revised. Pricing is included in the evaluation and scoring, but the evaluated weight is not further subdivided under this criteria. | 09/04/2025 |
| Q27 | **Question: Pricing/Exhibit B**<br>Page 24 of the RFP, under Section IV-3, Subsection 1, states “identify if you would like to include pricing in the evaluation and scoring of this RFx”. Please indicate where the proposer is to address this evaluation option.<br><br>**Answer:** IV-3 Subsection 1 will be revised. This is not intended to be a proposer option. | 09/04/2025 |
| Q28 | **Question: Number of Contracts**<br>How many contracts does DEN expect to award as part of this solicitation?<br><br>**Answer:** Refer to Q8. | 09/04/2025 |
| Q29 | **Question: Submission on Areas**<br>Can a firm submit only in the areas they perform or does DEN prefer teams that can cover all of the potential scope areas listed in the RFP?<br><br>**Answer:** Refer to Q6. | 09/04/2025 |
| Q30 | **Question: Graphics + Org Chart**<br>Would it be allowable for submitters to use a different font than Times New Roman to accommodate graphic layouts as part of our submittal? For instance in the org chart or other graphics that include text labels?<br><br>**Answer:** The narrative language must comply with the standards as outlined in the RFP document. Font size for graphics, org charts and call outs must be clear and easily readable by the evaluation panel if not using the New Roman 12 point. | 09/04/2025 |
| Q31 | **Question: Exhibit B - Rates**<br>Can categorical rates be provided within the Exhibit B form or are individual person names required?<br><br>**Answer:** Refer to Q18. | 09/04/2025 |
| Q32 | **Question: Exhibit B - Rates**<br>Are rates to be provided within the Exhibit B form for the prime only or for prime and subs?<br><br>**Answer:** Refer to Q13. | 09/04/2025 |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



September 12, 2025

# Denver International Airport

## On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 3

This Addendum Number 3 supersedes and/or supplements all portions of the Bid Documents with which it conflicts. Proposers must acknowledge receipt of this addendum in the Proposal Acknowledgement Letter, Attachment 1, Part 1.

DeAnne Barker

_____

DeAnne Barker
Contract Administrator
Contract Procurement

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# On-Call Infrastructure Design

RFP Number 202580614

Addendum Number 3

**Scope of this Addendum**

Addendum Number 3 includes modifications to the following RFP Documents issued Friday August 22, 2025. These modifications are deemed necessary by the City and County of Denver.

**Questions and Answers**

This Addendum 3 provides responses to vendor questions received by the due date in BidNet. The Q&A Document 2 is attached which answers Q15.

**Attachments**

The purpose of this addendum is to provide the attachments that were included within the original RFP. The following attachments apply:

- Q&A Document 2
- Task Order Process – Proposals and Execution. This document replaces the previous attachment included within Addendum 2.

The total number of pages (including cover sheet) contained in this Addendum Number 3 is ten (10).

* * * * * * * *

*End of Addendum Number 3.*

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# Questions & Answers - 1

| | |
|---|---|
| **Solicitation** | 202580614 - On-Call Infrastructure Design |
| **Buying Organization** | City and County of Denver Department of Aviation |

| No | Question/Answer | Question Date |
|---|---|---|
| Q15 | **Question: Exhibit B-2025 Labor Rates and Classification**<br>The “Exhibit B-2025 Labor Rates and Classification” form that was provided with the RFP calculates yearly rates for the next 6 years, and uses a 3% escalation rate. The Draft contract in section 5.D indicates rate adjustments will be tied to the Denver-Aurora-Lakewood CPI. Is the intent to limit future escalations to 3%, and the final contract language will be updated to reflect that?<br><br>**Answer:** Correct - the intent is to limit annual escalations to 3% and final contract language will be updated. | 09/04/2025 |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

Exhibit F




# PROPOSAL FOR

SUBMITTED TO

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# Contents

Cover Letter

1. Cost Effectiveness _____ 1

2. DEN Equity, Diversity, and Inclusion Plan

3. Understanding the Project _____ 6

4. Proposed Work Plan and Approach _____ 11

5. Key Personnel and Ability to Respond_____ 16

6. Company Experience and Qualifications _____ 19

Resumes

Sample Agreement

Conflict of Interest Question Submission Form

Proposal Forms

DSBO Forms

Exhibit B - 2025 Labor Rates and Classifications

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# Cover Letter

September 18, 2025

DeAnne Barker | Contract Administrator
contract.procurement@flydenver.com
Denver International Airport

**RE: On-Call Infrastructure Design**

Dear Ms. Barker,

Denver International Airport (DEN) is seeking a partner with the agility to respond quickly to task orders and the capability to manage the design of complex aviation systems such as aircraft pavement, vehicle parking and access, and other infrastructure systems. The partner must also bring strong local partnerships to coordinate effectively with multiple stakeholders. With more than 80 years of aviation experience and an uninterrupted record of service at DEN spanning four decades, Burns & McDonnell brings the reach of a nationally recognized aviation leader, the capabilities of a trusted team with specialized strengths, and a proven record of delivering safe, efficient, and quality infrastructure solutions for DEN's infrastructure on-call program.

## WHY BURNS & MCDONNELL?



**Lasting Relationship, Trusted Partner:** Our local team prides itself on delivering successful projects while building lasting partnerships with DEN staff and working as an extension of your team. We have partnered with DEN since 1986, making you one of our longest-standing clients, and we remain committed to your continued success. Through past on-call contracts we have gained a deep understanding of DEN's requirements, processes, stakeholders, and preferences, which allows us to respond effectively to each task order. We are also one of the few teams actively engaged in DEN's Envision process, reflecting our alignment with the airport's values and sustainability goals. This experience and alignment positions us to continue supporting DEN's Vision 100 goals while delivering efficient, quality infrastructure solutions.



**Proven Team, Specialized Strengths:** Our key team members have completed over 30 projects under eight on-calls over the past seven years at DEN and bring first-hand knowledge of the airport's standards, processes, and expectations. We have assembled eight trusted local subconsultants. Each firm was selected for their proven performance at DEN, our established working relationships, and their strong reputation in the industry. Together, this team is positioned to support DEN, not only with core infrastructure services, but also with specialized capabilities such as trenchless design, deicing, and fuel systems which require unique technical design skills and construction knowledge. These services are critical to safe and efficient airport operations and are areas where our team has a long history of success. We will also meet the 21 percent MWBE requirement through our partnerships with SAN Engineering, PK Electrical, Shrewsberry, Granite Engineering Group, Kumar & Associates, and Aeris.



**National Leader, Local Partner:** Ranked as the #3 engineering services provider for airport facilities by *Building Design + Construction Giants, 2024*, with over 700 aviation professionals, we bring the depth and flexibility to support DEN throughout the life of this contract and overcome any technical challenge. Our team has successfully delivered similar airport infrastructure projects not only at DEN but also at LAX, SFO, LGA, ORD, and other major airports. This national experience, combined with our long-standing local presence, allows us to simplify the delivery of complex projects and provide DEN with efficient, quality solutions that meet schedule and budget expectations.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## Key Personnel Availability Statement

As shown in our organization chart, our key personnel bring direct experience at DEN, and we understand the value you place on maintaining continuity of staff. We commit our key personnel for the duration of the contract term. Based on our past experience, our team understands the potential for a significant amount of work under this contract and all team members understand that our resources may be required at any time to complete this work. We have established this team to meet your project needs and have the capacity to meet your project schedules. Our project manager will direct all needed resources for proper project start up, definition, execution and compliance with FAA and local standards.

## Proposed Subconsultants

- **SAN Engineering** | Civil / Structural Engineering
- **GEI Consultants** | Tunnel / Boring
- **Encompass Services** | Surveying & Mapping
- **Shrewsberry & Associates, LLC** | Landside / Roadway
- **PK Electrical, Inc.** | Electrical & Lighting
- **Granite Engineering Group** | Geotechnical
- **Kumar & Associates, Inc.** | Geotechnical / Testing
- **Aeris Engineering** | Airfield / Phasing

## Confidentiality Request

Exhibit B Core Staff Labor Rates for Burns & McDonnell and all associated sub-consultants are strictly confidential and not for public display or dissemination and therefore are not subject to Colorado Open Records Act (CORA) requests. These rates may not be saved on any public or private server and photocopies must be strictly monitored and only distributed to personnel approved by Burns & McDonnell.

We look forward to the opportunity to continue to serve DEN, support your efforts to emerge as the nation's preeminent aviation thought leader, and help develop and preserve infrastructure to serve 100 million annual passengers. If you have any questions, please contact Nick Tessitore at 720-551-9941 or ntessitore@burnsmcd.com.

Sincerely,

**Nick Tessitore, PE**
Project Manager

**Pedro Constanzo, PE**
Officer in Charge

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

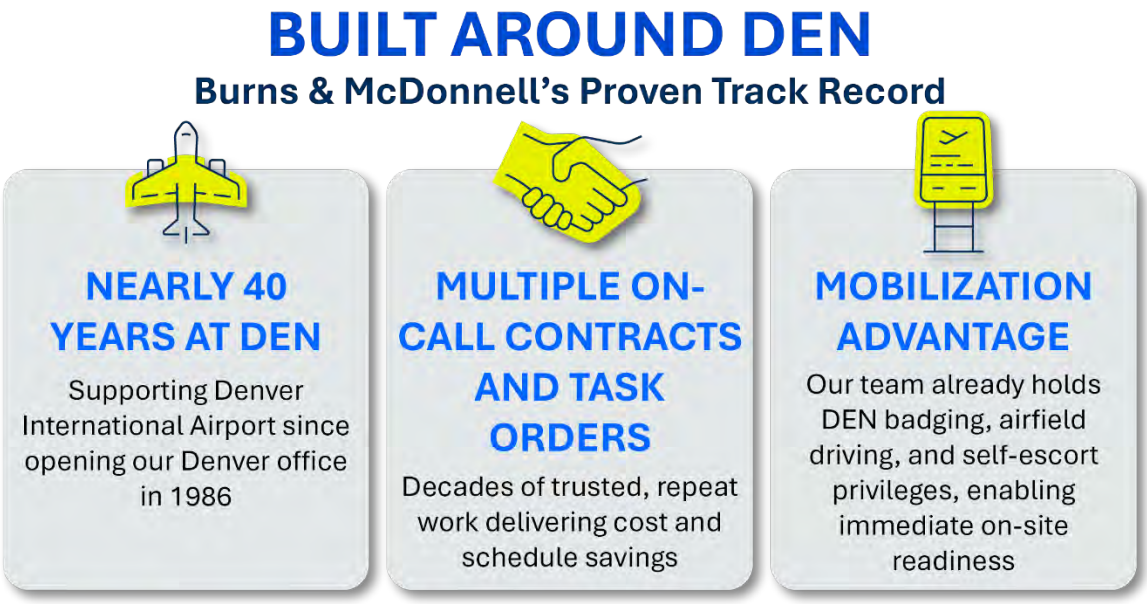


# 1. Cost Effectiveness

Delivering airport infrastructure development programs requires more than technical capabilities – it demands a philosophy based on collaboration, trust, and resource utilization. Our approach balances cost-effectiveness and efficiency by incorporating our trusted relationships, our proven team, and our local resources that understand DEN's infrastructure, processes, and procedures. Our long-term relationships with the airport and our teaming partners enable transparent communication and collaborative decision making to keep projects within budget and schedule. Our core team of discipline leads improves design efficiencies and will incorporate proven methods to reduce construction costs and duration. Our local resources will incorporate design solutions aligned with regional conditions and material availability.

## COST-EFFECTIVENESS

**DEN is able to rely on the proven Burns & McDonnell team, trusted relationships, and historical knowledge of complex projects at DEN to provide design solutions. Burns & McDonnell understands that this program's success will be determined by maintaining cost-effectiveness throughout engineering and construction without compromising quality.**




*Leveraging history and relationships to deliver efficient, high-quality solutions for DEN*

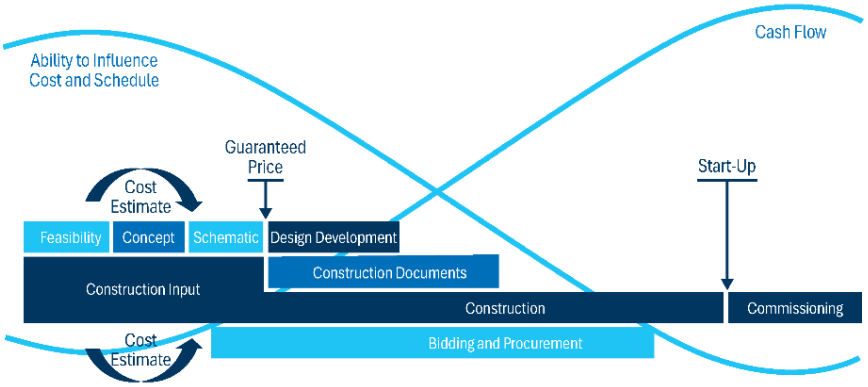
**Designed to Build |** Burns & McDonnell is more than a design firm; we're also an integrated design-build firm. As such, we provide an added benefit to DEN by looking at projects through a constructability perspective. Our local preconstruction manager, Joci Hanson, partnered with Alfonso Vargas, Shrewsberry, will participate in our document quality review cycles. We champion regular discussion with the design team to look for trade coordination, cost efficiencies, and schedule reductions that will benefit DEN in each project. Additionally, Burns & McDonnell has the capability to execute faster than a traditional design-bid-build process with development of early procurement packages. This allows DEN the option to execute and significantly reduce the overall construction process, resulting in decreased costs.

In the programming and schematic design stages, the opinion of cost estimates will be based on historical data. As the design progresses, the cost opinion will be updated using material quantities and system costs. The final estimate will be refined to use material quantities and labor rates. This approach allows us to avoid lengthy and difficult "value engineering" at the end of design.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



As demonstrated in our previous West Gates DIW Pond Expansion project, the best time to control costs is in programming and schematic design phases. This is when decisions on materials, systems and routings can have the most impact. Our accurate construction documents and cost assessments during design minimize the potential for change orders. Relying on the initial cost opinion on the West Gates project, we increased the size of the tunnel bore that would cross the runway complex. The construction costs are generally incremental with larger bores rather than exponential, which allowed DEN the flexibility to increase the bore size to help futureproof the utility corridor.




*The best time to control costs is in the programming and schematic design phases, as demonstrated by this illustration.*

**High BIM Model Review Ratings |** The Burns & McDonnell team routinely receives high ratings and praise (typically over a 90% score for completeness) for our submittals in the Building Information Modeling (BIM) model reviews by DEN BIM staff. We are currently rated as one of the top DEN design providers, a feat that is really understated since our recent projects are large, complex models. Our team member Shrewsberry has also been noted as one of the only consultants to deliver landside project design files that adhere to DEN's BIM Standards.

By providing a sound BIM model during each submittal, we reduce the amount of review and re-review time required by DEN's BIM staff, allowing them to focus on other efforts and reducing the overall cost and schedule of the project.

**Technology for Cost Savings |** Given our team's knowledge of DEN and existing badged access, we can deploy a team of data gatherers to fill in data gaps. We create a data gathering template of information that most affects price and scope for the task presented. A sample of the information we typically acquire includes the following:

- → Safety, security, and access concerns to allow our team to develop construction safety and phasing plans that maintain operational requirements of the airport, a safe environment during construction, and positive passenger experiences.
- → Development of a permitting matrix identifies potential scope constraints, efficiencies, and prioritization of scheduled tasks.
- → Identification of utilities, connections and routing (water/fire, FAA, power, sanitary sewer, and natural gas) to determine scope conflicts, needs, and schedule efficiencies.
- → Affected pavement (pavement management systems) and proximity to FAA equipment to minimize impacts to aircraft and airport operations.
- → Impacted storm drainage and environmental concerns to determine additional permitting and airfield impacts.
- → Photos of equipment, facility, location, and nameplates to clearly identify scope items and existing conditions.

Before dispersing our teams to the field, we use our internal technology team to convert the data gathering template into an online tool that can be completed from any tablet or smartphone using the **Survey123**

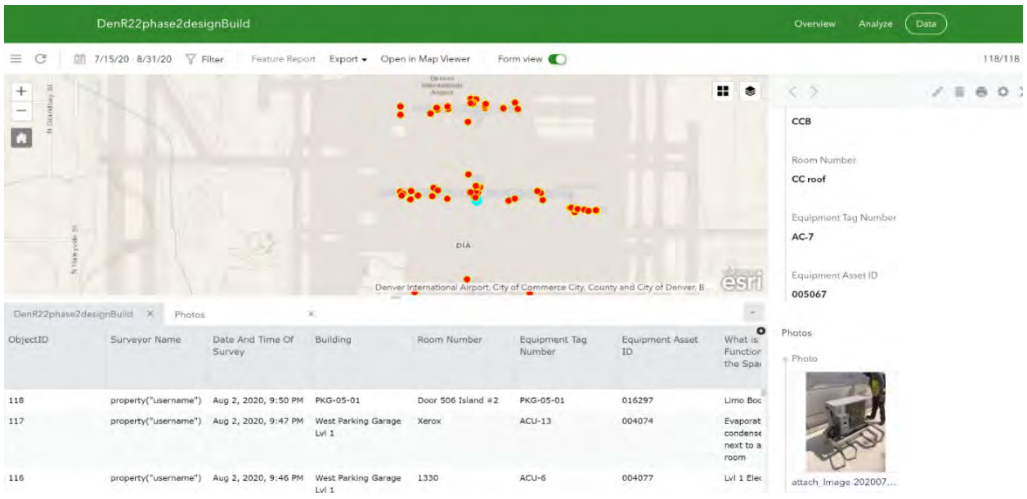
Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**App**. Not only does this tool capture field data, but it also applies an ArcGIS-based geo tag to each data entry and is securely uploaded to the cloud. As our teams in the field are gathering data, our teams in the office can view and filter the data live and see where within the DEN airport complex each data point is physically located.

In addition to the app, the **Matterport Camera** is another technology proven successful at DEN. During the capture process, Matterport's Cortex AI aligns each 3D scan and edits 2D photography. Once scanning is completed, an immersive, realistic 3D space is created without any manual post-production. Exploring and sharing 3D models is quick and efficient. Account based access provides a secure way to interact quickly with virtual spaces. Multimedia tags, the measurement tool, and other features improve collaboration efficiency. The result is more data for all users to leverage and build upon.

Once the site investigation is complete, our team can export the results of our survey into a comprehensive model that can be provided to DEN for information upon task order award. This was demonstrated on our recent HVAC R-22 Replacement Phase 2 project, where the team was able to pinpoint the locations of the HVAC equipment for repair or replacement within the entire airport property boundary. As the field team input the pictures and verified data, the office team was able to prioritize documents that would allow the first procurement packages to begin production.




*Single field data entry. Notice the information from our data gathering template populated on the right pane, as well as the photo of the unit taken in the field.*

This exercise will provide DEN cost and schedule savings during the initial data gathering phase of the project and will lead to a better project execution plan, as there really is no learning curve with this team.

## PRICING

As requested in the RFP document, the Exhibit B – Core Staff Labor Rates is provided as a separate electronic file. The core staff are listed with their associated classification and hourly billing rates. The Exhibit B documents, under separate cover, for Burns & McDonnell and all associated sub-consultants are strictly confidential and not for public display or dissemination, and therefore not subject to Colorado Open Records Act (CORA) requests. These rates may not be saved on any public or private server and photocopies must be strictly monitored and only distributed to personnel approved by Burns & McDonnell.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## QUALITY CONTROL AND ERROR MINIMIZATION

Burns & McDonnell incorporates a robust approach to the Quality Assurance / Quality Control (QA/QC) process throughout the contract.

The approach will be overseen by our experienced regional QA / QC manager, Jason Fuehne, who will develop and monitor QC processes in coordination with our project manager. Our QC panel includes veteran professionals in specific disciplines, and they review deliverables for accuracy so that designs are efficient, constructible, and meet current FAA regulations and industry best practices.

Additionally, we have partnered with subconsultants who have already worked at DEN, so we know they provide effective and efficient design. Each of our subconsultants will be included in the quality process, and documents will be reviewed internally prior to submission to DEN. A methodology that has been successfully used for quality review is to share the documents in a Bluebeam Revu session that allows real-time commenting and review. Comments and markups can be viewed as soon as they are inputted. This sharing capability allows the team to start dialogue well before all the review comments have been added and allows for additional review outside the internal team environment. This review process provides the project with the best chance of success for meeting schedule and budget.

| | |
|---|---|
| Q1 | Peer review of preliminary project activities |
| Q2 | Peer review of intermediate project activities |
| Q3 | Checking of design & construction documents by multi-disciplinary project team |
| Q4 | Peer review of final submittals |
| Q5 | Project manager review of commercial front-ends for procurement & contract packages |
| Q6 | Final review of procurement, contract, and project packages |

### Quality Control Plan Objectives

- Satisfy DEN's design requirements within the Basis of Design.
- Comply with applicable codes, standards, laws, and regulations.
- Comply with DEN's standards as well as our quality standards.
- Minimize design, specification, and drafting errors.
- Produce contract deliverables within budgets and schedules.

## RIGHT SIZING THE TEAM

The wide variety of project scopes and complexities requires a deep bench of staff and breadth of technical capabilities to deliver the proposed task orders. We understand that efficient management begins with proactive engagement of the right team members—those who add value for a given task order. The key personnel identified on our organizational chart have successfully completed projects at DEN. The breadth and depth of our internal aviation specialists and experienced subconsultants allows us ample resources to deliver everything from the largest to the most niche projects.

When a task order is received, a virtual partnering session is provided for the entire Burns & McDonnell team to scrutinize each item to provide the best alignment of team members and personnel for the success of the project. At this session we will evaluate the scope of work and determine the most effective way to maximize the work assignments as well as to achieve the MWBE commitment, while continuing to meet cost effectiveness and quality for the project. We develop a matrix of personnel and skillsets to use as a starting point for scope assignments when each task order is issued. We also discuss the project tools needed to perform the work and provide specific training and mentoring for the duration of the task order to implement these tools.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



With our historical work and experience at DEN, we understand the expectations from DEN for a successful project. Our MWBE subconsultants have been selected because of the successful work on previous projects at the airport, allowing us to utilize them for meaningful portions of scope to meet the 21% goal.

## MANAGING SUBCONSULTANTS

Managing multi-disciplined teams for complex aviation design projects requires a collaborative and disciplined approach. For each of our projects at DEN, we have endeavored to provide a fully integrated team of internal aviation technical specialists and proven subconsultants that supplement Burns & McDonnell's capabilities to deliver projects on time and within budget. To operate as a cohesive unit, your experienced project manager, Nick Tessitore, will maintain clear, constant communications on a project's budget, schedule and objectives.

Critical to project success is clearly defining roles and responsibilities. Nick will engage key discipline leads, whether a subconsultant or an internal employee-owner, from project definition through project closeout. Our subconsultant partners will be engaged in scope, budget and schedule development to help define these critical project expectations from the onset. Each party will understand their role and the necessary tasks required that precede the efforts of others, so project schedules are maintained.

Nick will establish a structured communication and coordination protocol. Throughout a project's duration, weekly collaboration meetings with key discipline leads are conducted to communicate scope, schedule and budget updates. This proactive communication strategy allows team members to identify design risks, incorporate change management to maintain project objectives, and develop project solutions in a collaborative, multi-disciplined forum.

We will incorporate collaborative platforms, such as Microsoft Teams, Autodesk Construction Cloud, and Bluebeam Revu, to provide instantaneous access to current project documents to all team members, including DEN personnel. These tools promote design efficiency and communication throughout the program duration.

We partner the individual subconsultant lead discipline with our lead disciplines to work as a unified team, reducing redundancy and re-work. Our organizational chart demonstrates this "pairing" of the subconsultants and Burns & McDonnell team members to create continuity and balance.

The best-managed aviation design projects establish cohesive teams with a clear understanding of project objectives, incorporate proactive communication strategies for all team members, integrate technology for efficient collaboration and design execution, and engage subconsultants early. We know that our partners can best serve the project team and DEN when they have a clear understanding of their roles, they are integrated as a collaborative team, and they are integral to the development of the project scope, schedule and budget. Our project manager understands this importance and has proven effective leading teams comprised of internal and external technical resources to deliver successful projects.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# 2. DEN Equity, Diversity, and Inclusion Plan

Like the City, Burns & McDonnell is committed to growing the capacity of historically underutilized businesses. We are a leader in the engineering and construction community for diversity. We recognize the importance and value of creating a diverse, high-performing workforce that reflects the communities we serve and provides opportunities for new businesses. In the past ten years, we have invested over $2B with small and diverse companies on our design and construction projects.

Burns & McDonnell utilizes small and diverse businesses in active roles on each of our projects at DEN. We will continue to engage our diverse partners in meaningful roles on each task order delivered through this contract. We understand that incorporating diverse firms into design projects enhances project outcomes and community value. Different perspectives drive innovation. Their specialized experience streamlines design and improves constructability. Our collaboration with diverse partners will enhance our ability to deliver cost-effective and resilient infrastructure while benefiting the airport and the Denver region.

## MWBE COORDINATOR & KEY PERSONNEL

| Name // Title // Email // Phone | Duties |
|---|---|
|  **Tammy Martin** ***MWBE Coordinator*** tsmartin@burnsmcd.com 816-363-7264 | Working alongside our project manager, Nick Tessitore, Tammy will manage and achieve our MWBE goals and lead our supplier diversity outreach activities. She will assist reporting in B2GNOW and help MWBE firms register to become designated subconsultants to Burns & McDonnell. |
|  **Leon Harden** ***DEI Strategy Manager*** lharden@burnsmcd.com 816-652-2586 | Leon will lead our recruiting strategies for diverse talent and provide employee learning and development to support and continue to promote an inclusive environment across the team. |
|  **Nick Tessitore** ***Project Manager*** ntessitore@burnsmcd.com 720-551-9941 | Nick will work with Tammy Martin and DEN leadership to verify that we are following the MWBE requirements. He will also be responsible for meeting the 21% MWBE participation, goals for cost effectiveness, quality, and schedule. Additionally, he will process subconsultant agreements and amendments for this contract and will work with the administrative staff for B2GNOW reporting. |
|  **Becca Hermanson** ***Project Specialist*** rlhermanson@burnsmcd.com 816-652-2633 | Becca will process and perform reporting through B2GNOW, submit required forms to DSBO, and assist MWBE firms to register as designated subconsultants within the Burns & McDonnell supplier registry. |
|  **Jenna Pukach** ***Controller*** jfpukach@burnsmcd.com 816-782-6646 | Jenna will act as the controller (accounting/payroll) for Burns & McDonnell. She is responsible for reviewing invoices, approving, and releasing payments to subconsultants for this contract. |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## EDI STRATEGIES

**Describe the strategies and tactics Offeror is and will use to increase the participation of new and existing MWBE businesses in contracting opportunities.**

To comply with the City & County of Denver Municipal Code Chapter 28, Article V, we propose the following MWBE Utilization strategy.

Burns & McDonnell is a leader in the engineering and construction community for diversity. We recognize the importance and the value of creating a diverse, high-performing workforce that reflects the communities we serve and provides opportunities for new businesses. In the past 10 years, we have invested over $2B with small and diverse companies on our design and construction projects.

Programs, such as the DEN Infrastructure On-Call program, require multiple skill sets to perform each unique aspect of the work. We have used these programs as an opportunity to bring new MWBE contractors into our pool of qualified subconsultants and provide additional opportunities for subconsultants we have worked with in the past.

We have identified eight subconsultants with the right experience and unique specialty services for this contract; six of which are MWBE businesses.

After award of a task order, Burns & McDonnell will hold a virtual partnering session, led by project manager Nick Tessitore with the listed subconsultants for this contract. At this session we will evaluate the scope of work and determine the most effective way to maximize the MWBE work assignments to achieve the 21% commitment, while continuing to meet cost effectiveness and quality for the project. We will develop a matrix of personnel and skillsets to use as a starting point for scope assignments when each task order is issued. We will also discuss the project tools needed to perform the work and provide specific training and mentoring for the duration of the task order to implement these tools.

### Recent On-Call Projects with MWBE Participation at DEN

**Each project carried a minimum 20% MWBE participation goal, which our team consistently met or exceeded across all 18 projects listed below:**

*CUP Boilers 134 Replacement | CNC Router Room | EFSO Design | AIM and CEP Commissioning Contracts | CUP Chiller 1-3 Replacement | CUP Boiler 2 Detailed Design | CUP Modernization Project Ph1 & 2 | CUP Boiler 2 Schematic Design | CUP Boiler 6 Design | Icehouse | Lift Station No 1 Design | CUP Chiller 4 Replacement | CUP Master Plan Study | UAL Japan Services PCA & GPU Upgrades | Concourse B Preconditioned Air Replacement | Gate C-40 Lift Station | Gate B-21 & B-22 Fuel Pit Rehabilitation | West Gates DIW Pond Expansion*

### Subconsultant Percentages and Scope

| SAN Engineering, LLC | PK Electrical, Inc. | Shrewsberry & Associates, LLC |
|---|---|---|
| Civil, Structural – 2% | Electrical, Special Systems – 5% | Civil, Construction Admin – 8% |
| **Aeris Engineering** | **Kumar & Associates, Inc.** | **Granite Engineering Group** |
| Civil – 2% | Geotechnical Services – 2% | Geotechnical Services – 2% |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



The percentage and dollar goals listed above were developed by evaluating the type and number of potential subcontractors, vendors, and suppliers that we have been using nationwide, and with whom we have worked to provide anticipated project criteria and requirements. Potential sources of small, small disadvantaged, women-owned, veteran-owned, service-disabled veteran-owned and HUBZone partners for this contract were developed and will continue to be developed through the contact with agencies and sources including:

- System for Award Management www.sam.gov (SBA certification is verified for all SDB and HUBZone businesses) https://www.vip.vetbiz.gov to source VSBO firms
- SBA/Dynamic Small Business Search http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm
- Small/Minority Business Development Agencies & Councils
  - DSBO Equity & Empowerment Council - denvergov.org
  - Denver Division of Small Business Office | Denver Office of Economic Development (mwdbe.com)
- Local City, County or Regional SB, SDB and WOSB databases
- Successful past working relationships with area subcontractors / Client referrals
- Existing Burns & McDonnell supplier/subcontractor database
- Regional affiliates of the National Minority Supplier Development Council
- U.S. Department of Education database to source HBCU/MI institutions
- Outreach/sourcing activities with Small/Diverse Councils, Chambers, Trade Associations & Organizations
  - Mountain Plains Minority Plains Supplier Development Council
  - SAME – Denver Chapter
  - Denver Metro Chamber of Commerce

Burns & McDonnell provides nationwide design and construction services, and we are proud of our many outstanding relationships with subcontractors and suppliers. All prospective subcontractors and suppliers are contacted and encouraged to complete our online supplier registration. Upon receipt of the completed supplier registration form, we conduct a financial stability assessment through Dun & Bradstreet, and contact references for verification of competence, ability, and experience.

## SUPPORT SERVICES

**Describe the assistance and/or guidance that Offeror is and will provide to MWBE businesses that helps move this next generation of small businesses forward.**

Burns & McDonnell is proud of our demonstrated commitment to the continued development, improvement, and execution of our supplier diversity initiatives. As we begin our task orders, Nick will provide mandatory specific training for the MWBE subconsultants required for each task order on our design document standards and our quality control process.

Throughout the duration of the task order, Nick will also offer training sessions in accounting, invoicing, business

### Moving the Next Generation Forward

A few years ago, we partnered with Group 14, a local, woman-owned firm, on our DEN AIM Commissioning On-Call contract. At that time, Group 14 had skilled personnel with strong technical experience, but limited experience at the airport. Through our mentoring and training activities focused on airport systems and operations, Group 14 is now serving on two on-call contracts and the Great Hall project. The initial opportunity together allowed us to share knowledge, tools, and processes and has provided lasting benefits. We have both benefited from this relationship and continue to learn from each other and seek additional ways to grow together.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



development, and marketing for the MWBE subconsultants listed on this contract. The trainings consist of a mandatory initial virtual/in-person meeting with three (3) subsequent meetings demonstrating document samples of standards, quality control, invoices, and other DEN specific documents. The training sessions will be led by project manager, Nick Tessitore, and be offered through a calendar invitation as a one-hour virtual / in-person meeting. A total of 4 meetings throughout the life of the task order will be provided to talk through topics in depth. Attendance of these meetings will provide the subconsultant on-the-job mentoring for new skill sets or industry best practices and emerging technologies. Additional mentorship may be focused on working at an active airport and specifically working with DEN and stakeholders.

## PROCUREMENT PRACTICES

**Describe Offeror's procurement process, policies, and procedures. Provide details on the principles used throughout the process to remove barriers in an effort to promote equity and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.**

We include diverse businesses as part of our standard procurement process. We have a variety of avenues to seek Small and Diverse Businesses, such as Community Outreach events, Chambers of Commerce, Supplier Diversity Councils, Conferences, Trade Shows, and local, and municipal organizations. We develop marketing campaigns to reach out and attract Small and Diverse Businesses. We qualify each Small/ Diverse Business through a variety of checklists, which include, but is not limited to certifications, safety, insurance, and bonding capacity (if applicable).

We work to onboard the Small / Diverse Business in alignment with each project, each scope, and each contract. We develop scope packages that fit these subconsultants. We encourage our small businesses to provide subcontracting opportunities to other diverse businesses. We perform mentoring to help small businesses increase their capabilities so that they can have the experience, training and processes needed to grow, compete, and develop into additional opportunities.

All identified subconsultants not chosen for utilization under a specific task will be invited to a debrief session to provide insight into reasons their utilization was not required. We use the matrix of personnel and skillsets used for scope assignments, as the starting point for developing the subconsultant's skillset to boost their applicability for the next task order issuance. These skills may include technical support, documentation, certifications, invoicing, and financing.

Through our previous DEN contracts, we have developed a strong group of diverse suppliers with whom we have worked successfully. In preparation for this proposal, we have reached out to additional team members to add. In addition to technical resources, for this proposed contract we are including Task Order managers from our MWBE firms. As part of our commitment to diversity, beyond the subconsultants proposed, we will continue to seek opportunities for others through our supplier database, national organizations, local databases, and other agencies as noted above.

## COMMUNICATION & MANAGEMENT

**Describe the communication strategies and assistance Offeror is and will use with MWBE businesses to align their work with the contract requirements.**

Our Project Manager, Nick Tessitore, will lead this initiative to communicate our vendor management plan to our MWBEs and develop a communication and feedback plan to include all the teaming partners listed in this contract. He will lead quarterly partnering sessions throughout the life of the contract to engage each team to align work and contract requirements. He will track all hours, contract spend, and invoice payments each month using in-house accounting tools and provide any information to report through B2GNOW.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



Our team's philosophy of managing disputes is early recognition of any potential communication issues. We are committed to overcoming challenges, resolving problems, and advancing the project as a team. If issues or conflicts arise, we will strive to resolve these issues fairly and with due diligence internally.

Burns & McDonnell negotiates in good faith to determine if the parties involved have reasonable positions and seeks a non-litigated resolution with the most favorable outcome for all parties. Our relationships with our suppliers, business partners, and customers are very important to us. Finding common ground to resolve disputes and innovative solutions is our primary goal. Alternatives such as mediation or arbitration are available but are considered a last resort and followed by the Denver Revised Municipal Code (DRMC) Chapter 28, Article V, and in accordance with the subconsultant agreement with Burns & McDonnell.

Most disputes occur when there is a misunderstanding of a project's scope or schedule that requires communication and clarification. When this happens, the first step is to identify where the misunderstanding occurred, then a clarification meeting with the stakeholders must happen quickly to resolve the misunderstanding. It is important to keep the meeting focused and free from disputes. These should be tabled for another time when all the facts can be presented. Once all the facts are known, we will conduct dispute-specific meetings with the stakeholders, individually or together to find out if this issue can be worked out, or if we need to escalate it to the Dispute Review Board (DRB). The goal of this process is to keep the project moving forward and to keep a collaborative working relationship. Finally, if an agreement still cannot be reached, it will be raised to the DRB and ultimately, the Division of Small Business Opportunity (DSBO).

Any disputes pertaining to Prompt Pay, termination / reduction / substitution, or any other matters within DSBO's oversight as per the DRMC, that cannot be resolved through these initial means, will be directed to DSBO. All requirements of the DRMC, including those on Prompt Pay, termination / reduction / substitution and other covered areas will be met regardless of the subcontractor tier.

Vendor management activities included as follows per the DRMC Chapter 28, Article V, Division 3:

- → **Task Order Scope Definition:** We will review each task order/scope of work to determine potential MWBE Participation. To increase MWBE's ability to competitively bid, we will break down bid packages into more economically feasible components. We will also encourage any non-MWBE subconsultants on our team to achieve their MWBE Compliance Plan commitment by utilizing MWBEs.
- → **Participation Goals/Good Faith Efforts/Debriefing MWBEs:** Following DRMC Chapter 28, Article V, for task orders where we cannot incorporate a particular MWBE, we provide a clear process for both debrief and preparation for another project. Our process covers how MWBEs are evaluated, and what areas of training or improvement are needed.
- → **Prompt Payment:** We recognize cash flow for uninterrupted operations in a small MWBE company is considerably different from a large prime. We commit to compliance with Prompt Pay provisions per DRMC Chapter 28, Article V, Sec 28-135 by reviewing invoices, approving, and releasing payments within 35 days. We find every way to help our MWBEs get invoicing completed and receive payment on time. Jenna Pukach, in our accounting department, works with our subconsultants to help them through the process. We provide training on the payment process and requirements to facilitate prompt payments and minimize payment delays. This includes the review and comparison of contract payments to committed contract values.
- → **Compliance and Enforcement:** Our relationships with our suppliers, business partners, and customers are very important to us. Finding common ground to resolve disputes and innovative solutions is our primary goal. Our project manager will meet with each partner firm as changes, amendments, or disputes arise to enforce contract metrics being met and engagement in meaningful

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



ways. Alternatives such as mediation, arbitration, termination, and replacement are available but are considered a last resort. These items are followed per the DRMC Chapter 28, Article V and in accordance with the subconsultant agreement with Burns & McDonnell and prime agreement with the City and County of Denver.

→ **Frequent Communication:** Our project manager will meet with each partner firm, on at least a quarterly basis, to solicit feedback on their participation so that not only are contract metrics being met, but relationally and professionally they are engaged in meaningful ways. Our goal is to build lasting relationships which require a shared vision, excellent communication, and trust.

## PAST PERFORMANCE

### Successful Examples

**Provide examples where the Offeror has been successful in promoting equity, diversity, and inclusion both internally and externally.**

We strive to maintain a culture of inclusion inside our company and have designed our recruitment processes to deliver an increasingly diverse pool of employee owners. We incorporate a range of targeted recruitment sources, including minority and women's organizations, college diversity advisory committees, career fairs, conferences, employment agencies, and job postings. We also engage diverse pre-college students, empowering them to follow STEM paths because we know the strength of tomorrow's leaders depends on their diverse and collective vision. We partner with and recruit from national organizations such as the National Society of Black Engineers (NSBE), Society of Asian Scientists and Engineers (SASE), Society of Hispanic Professional Engineers (SHPE), Society of Women Engineers (SWE), the American Association of Blacks in Energy (AABE), the National Organization of Minority Architects (NOMAS), the ACE Mentor Program and the Edison Electric Institute. We also invest in and recruit from historically Black colleges and universities such as Alabama A&M University, Howard University, Jackson State University, and more.

### MWBE Mentorship Practices

**Describe practices of Offeror's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion.**

**Example of Youth Mentorship & Development |** Our Denver team partnered with the Colorado Association of Black Professional Engineers & Scientists (CABPES), teaching a semester-long class with the goal of exposing students to careers in STEM. The course was designed to help students understand where our water comes from and how it is treated. We were a major sponsor for the CABPES 40th Annual Student Awards Banquet to celebrate the students' achievements and learn about the projects they have been working on the past few months. Since 2022, we have provided ongoing sponsorship and support for this important community program.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## Promoting Values to Business & Communities

**Describe how the Offeror has promoted these values to both businesses and communities that they serve. Describe times when Offeror has been successful in promoting the participation of MWBE businesses and/or any assistance provided to the MWBE businesses that promoted their overall growth and success.**

Burns & McDonnell provides access to opportunities for small and diverse businesses, creating partnerships that have included mentor-protege programs, prompt payments, joint ventures, as well as serving as the subcontractor to the diverse prime.

**Accelerate Program |** The Accelerate program is a business development initiative created by Burns & McDonnell in partnership with Evergy and Ralph G. Moore & Associates (RGMA). It is designed to support and advance small and diverse-owned businesses by providing mentorship and training.

The six-month program pairs owners or executives of small and diverse businesses with a mentor from either Burns & McDonnell or Evergy. The curriculum focuses on developing skills to become more competitive in the construction industry. Key components of the program include:

- → **Mentorship:** Each participating business owner is partnered with a sponsor from Evergy or Burns & McDonnell who serves as a mentor for the duration of the program.
- → **Business Development Training:** Participants engage in monthly sessions that cover 10 critical strategies for business success. Topics range from understanding economic viability to structuring deals to boost diverse spending.
- → **Cohort Model:** The program uses a group model to help build a network of relationships between multiple corporate buyers and diverse suppliers, aiming for more sustainable and resilient partnerships.

The primary goal of the Accelerate program is to equip Diverse Business Enterprises with the tools and best practices needed to compete successfully for contracts. By building the capacity of diverse suppliers, the program aims to foster innovation, drive economic development, and create a ripple effect of good jobs and services within the community.

The program underscores Burns & McDonnell's commitment to business and supplier diversity, which has included over $2.2 billion in total spending with diverse partners in the past five years.

## COMPANY CULTURE

**Describe the communication strategies and assistance Offeror is and with use with MWBE businesses to align their work with the contract requirements.**

At Burns & McDonnell, our commitment to building a diverse and equitable future for all is unwavering. We strive to cultivate an inclusive culture, where everyone feels valued, respected, and engaged, where our collective diversity is a catalyst for innovation and our varied perspectives lead to better solutions for our clients, our communities and our people. Our goal is to be a diverse workforce that is representative, at all position levels. We are proud to be an Equal Employment Opportunity employer. We celebrate diversity, and it is the policy of Burns & McDonnell to offer equal opportunity in all areas of employment to qualified individuals, regardless of race, color, religion, sex, age, national origin, veterans' status, sexual orientation, gender identity, disability, or other classes protected by applicable law. Our leadership is committed to creating an equitable workforce for all employee-owners. Our Chairman and CEO Leslie Duke has also signed the CEO Action for Diversity & Inclusion pledge, joining a coalition focused on collaboration, development of best practices and sharing lessons learned.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



To increase our awareness and commitment to EDI, Leon Harden, our EDI Director, provides regular training and sensitivity awareness sessions, including Unconscious Bias Training and discussion sessions. These sessions include training and establishing dialogue to increase awareness and to expand more inclusive cultures throughout Burns & McDonnell. Our training provides an avenue to focus on and impact our recruiting, hiring, coaching, mentoring and general workplace practices to grow inclusive leaders as diversity champions.

In addition to training, we have developed several diverse employee groups that meet regularly to foster connection, support and communication.

Building a truly diverse, equitable and inclusive workplace is a long and ever-evolving journey — a journey that we're all on together. As employee-owners, it is our duty to listen, learn and be better. We're all dedicated to delivering solutions that make our clients, our communities, and our people better.

## FUTURE INITIATIVES

### Five-Year Roadmap

**Provide a roadmap of the work Offeror intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally.**

Over the next five years, we will continue to cultivate and maintain a diverse workplace and supplier base. We face tough competition every day, and we are much better competitors when we rely on the talents and skills of small and diverse business partners and a diverse workforce. It is our responsibility to see that our employee owners recognize the value that diversity, including supplier diversity, adds to our corporate culture and our projects. Our focus on maintaining and expanding our base of suppliers extends beyond complying with regulations and laws; it is simply the right thing to do for the communities that surround our clients.

Our annual business plans include specific strategies for equity, diversity and inclusion and goals for minority business inclusion. We use key performance metrics and track these to make sure that we are achieving our goals for diverse recruitment and hiring and minority subcontracting. We are continually seeking to build on what we have done and continuously do more.

We participate in and support organizations that promote and train small businesses and will continue to increase these activities over the next five years. We sponsor SAME Small Business conferences and provide training sessions. We are part of minority supplier associations and small and diverse chambers of commerce across the country. We will explore sponsoring activities and partnering with a wide variety of organizations including Colorado Women's Chamber of Commerce, Colorado Black Chamber of Commerce, Hispanic Contractors of Colorado, Asian Chamber of Commerce, and others.

Along with supporting diverse businesses, we invest heavily in the communities we serve to improve the lives of all by giving back through charitable causes. Over the next five years we will continue to build on our contribution and involvement and add organizations to our investment of time and resources. We plan to continue to support Girls Inc., United Way, Salvation Army Angel Tree, STEM initiatives, Veterans Community Project, United Way, and more.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## MWBE Mentoring & Development Practices

**Describe practices Offeror intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion.**

We are continually focusing on developing STEM and leadership for youth and have partnered with the Colorado Association of Black Professional Engineers and Scientists (CABPES). For the last five years, we hosted a summer externship program in partnership with the Girls' Inc. Eureka program, and we are currently selecting our next class. Throughout the program, students participated in a month-long job shadowing program focused on learning about different aspects of engineering and construction consulting. Each gave a presentation at the end.

## How We Promote These Values

**Describe any plans Offeror has made to promote these values to both businesses and communities that they serve.**

Burns & McDonnell has formed a Diversity Equity & Inclusion (DE&I) Alliance (Alliance) which is the governing body on diversity, equity, and inclusion at Burns & McDonnell. The Alliance is the natural evolution of the Diversity Advisory Committee (DAC), which started in 2004 as an organization that empowers employees to take action in the DE&I space with the support of those who are vested in building a community of inclusion for our employees. Our DE&I Alliance will continue to hold training sessions, speaker series and seminars, by bringing in diverse business leaders that represent companies across the community in order to share their stories and create mutual awareness, create connection, and foster understanding and respect.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# 3. Understanding the Project

We recognize that delivering successful airport infrastructure projects requires more than technical experience—it demands the right mix of trusted partners, a proven team, and national leadership. We leverage our long-standing relationships with reliable local and diverse partners so that each project at DEN is grounded in community knowledge, responsiveness, and efficiency. Our proven team brings unmatched experience in airside, landside and facility design, regulatory compliance, and construction coordination, driving consistency, quality, and cost control from concept through delivery. Backed by our firm's national leadership in aviation design, we apply best practices, lessons learned, and forward-looking solutions from across the country, adapting them to meet the unique needs of this airport. This integrated approach provides DEN with confidence that every task will be executed with precision, innovation, and a commitment to long-term success.

## A. UNDERSTANDING OF THE SCOPE OF WORK

**Our team has been designing infrastructure systems that benefit major airports for over 80 years and serving as a trusted infrastructure design partner at your airport for more than 35 years. Our proven team background and technical competence will assist DEN's staff in meeting the needs of your airport infrastructure development. Our team members have previously worked at DEN and are familiar with your standards**.

This on-call airfield infrastructure design contract requires a responsive and flexible approach to deliver a wide range of services that support safe, efficient, and sustainable airport operations. The scope of work may include the planning and design of airfield and landside infrastructure, utilities, and associated support systems, as well as pavement evaluations, facilities design, and stakeholder coordination. Because assignments vary in scale and urgency, the contract demands a team that can quickly mobilize resources, adapt to evolving needs, and maintain compliance with FAA, TSA, and local regulatory requirements.

**Airfield Engineering Design |** Our proposed team is comprised of a multi-disciplinary team that has previously worked at DEN and is familiar with the standards, codes, and requirements to work at your airport, including the DIW expansion and improvements, CUP expansion, fuel line distribution, gate apron rehabilitations, and apron expansions. Our previous work includes everything from studies to full design and construction administration services. An intricate project by crossing the runway complex with a 132" diameter tunnel bore led to additional relationships with DEN stakeholders and departments. Our team will perform design, prepare plans, specifications, special provisions, cost estimates, design analysis reports, and bid documents for the construction and rehabilitation of airfield pavements, electrical and lighting systems, and drainage systems. We have also included several specialty consultants to benefit DEN with several of the upcoming task orders that may be executed under this on-call.

**Landside Engineering Design |** Our proposed landside subconsultant, Shrewsberry & Associates, previously provided design services for pavement rehabilitation and drainage structures on Peña Blvd and the East & West Economy parking lots. Additionally, our design for the Southwest Airlines Cargo facility within the DEN Cargo area provided a unique challenge to pedestrian and traffic control phasing for the DEN Satellite Badging Office operating hours. A specific study to determine the viability of a DEN owned concrete batch plant on airport property also formed a relationship with the DEN real estate department. Our combined ability to successfully deliver landside projects at DEN has led to familiarity with DEN processes, and relationships with DEN stakeholders. We have working relationships with several departments including Landside Infrastructure, Water Resources, DEN Survey, Denver Water, Xcel Energy, and the DEN BIM department, which enables us to provide successful landside projects to DEN.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**Structural Engineering Design |** Our structural subconsultant, SAN Engineering, previously provided structural design analysis of pavement and drainage structures on West Gates DIW Pond Expansion, Runway 17R-35L Complex Pavement rehabilitation, and numerous other places across the airport. This experience makes them integral to our team and able to provide any modifications or new structural systems, which may be needed by DEN.

**Geotechnical Engineering Investigations & Trenchless Services |** To adequately complete the design, our team includes Kumar & Associates and Granite Engineering Group (GEG). They will be responsible for performing soil borings, boring logs, test cores, laboratory tests, analyses, and recommendations for pavement design. For complex utility components we have included GEI Consultants to be responsible for analyzing the soil reporting for trenchless and tunneling and/or boring operations throughout the airfield and roadway complex. They will provide a baseline report detailing soil substrates and methodology for boring construction and performing specialty tunnel inspection services during construction.

**Survey and Mapping |** Our surveyor, Encompass Services, will perform any necessary surveys for design and potholing which may be required. They follow DEN standards to tie all the data to the Low Distortion Projection (DIA_LDP) based on NAD83 (2011) and NAVD88 for use in engineering design and construction projects. All field data collection will be accomplished using DIA_LDP parameters with deliverables otherwise formatted as specified in the appropriate FAA Advisory Circular. Feature positions will be based on DEN's Low Distortion Projection (LDP) coordinate system. Data submissions to DEN will follow the data submittal specification outlined in document Design Manual 12 Chapter 26 – Surveys / Chapter 25 – GIS/CADD Requirements.

**Miscellaneous Engineering Design Services |** For any project which impacts airfield operations, our team will provide a Construction Safety and Phasing Plan (CSPP) in accordance with FAA guidelines. Additionally, our team is well versed with the City & County of Denver permitting submissions. *Burns & McDonnell has successfully permitted 100% of all submitted projects.* These other design services will incorporate phasing, safety, conflicts and relocation of existing utilities, the effect of construction on adjacent properties, and other tasks which may be required.

**Construction Phase Support Services |** After design is completed, our team will stay fully engaged throughout the construction phase of work. We will review submittals and shop drawings, respond to any requests for information, and participate in construction progress meetings. Our team will also assist DEN in the review and response to any change requests, emergency engineering, or other items which may present during the construction. Upon completion of the work, our team will revise design documents to reflect as-built conditions and provide them in a manner that meets DEN standards.

## B. COMPLEXITY, CHALLENGES, AND PROBLEMS INVOLVED IN PLANNING AND PERFORMING SCOPE OF WORK

Projects at DEN are never simple because the infrastructure systems are not simple. Systems that will require attention as part of this contract include airfield geometry and pavements, electrical equipment and lighting, drainage, utilities, vehicle parking, highway geometry and pavements, and safety systems. Because of their sheer size and need for continual operation, these systems have been a challenge to designers at DEN. The airfield pavement system offers unique challenges due to its operational need to focus on safety. It must be maintained to meet standards for construction, safety and operational capacity. Construction phasing and traffic control to maintain operations is a consistent challenge that requires stakeholder engagement and detailed discussion.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



To provide a better understanding of what sort of challenges may arise on specific task orders that may be included in this on-call, we separated them into individual projects and provided examples of how we've solved them in the past.

## Taxiway Pavement Rehabilitation

Like the recent Taxiway L rehabilitation and expansion at DEN, the taxiways at DEN are the pathway to the runway complex and need to be accessible and functional. Geometry upgrades, panel replacement, lighting, base course repair, new storm drainage piping, and pavement markings are typical requirements for airfield taxiway pavement at DEN.

| Potential Challenge | Proposed Solution |
|---|---|
| Airfield pavement is a commodity at DEN and required to be usable most of the time. Runways are allowed a 90-day maximum closure, and taxiways often fall into that category threshold based on location and tenant need. Minimizing impacts to airline and airport operations is paramount to DEN stakeholders. | The project will remain on schedule through strong communication and a detailed phasing plan that sequences pavement and utility replacement. Flexible design approaches and product alternatives such as replacing Cement Treated Base with lean concrete further expedite construction and improve efficiency. |
| **Benefits to DEN** | **Example** |
| Planning and phasing construction activities from the preliminary design stage through completion prevents confusion and aligns stakeholders at each construction phase. The team's experience with the recent DEN Runway Complex Pavement Rehabilitation project brings valuable institutional knowledge for any new DEN projects. Detailed phasing plans, stakeholder engagement, alternative pavement designs, and utility corridors may reduce the operational impacts caused by airfield construction. | Taxiway F at MCI, built in the early 1990s, showed widespread aggregate durability issues and pop-out distresses, requiring major rehabilitation. Pavement geometry also needed modification for a new cross-over taxiway and to meet current FAA standards. Non-destructive testing and geotechnical investigation identified removal and replacement of the 17-inch surface PCC as the best solution, allowing the lean concrete base and other layers to remain, which reduced costs and shortened construction. |

## Roadway Rehabilitation & Expansion

DEN's goal for Peña Boulevard is to provide a safe, operational arterial between the airport and Downtown Denver. However, in recent years, it has required frequent emergency concrete pavement repairs. These single concrete panel replacements are expensive and disruptive to airport travelers.

| Potential Challenge | Proposed Solution |
|---|---|
| An ongoing challenge of this project is to determine the source of water infiltration causing concrete pavement failures, implement corrective measures, and reconstruct the concrete pavement in this area, while continuing to facilitate all the stakeholder needs. The stakeholders make up adjacent counties and municipalities, public and private utilities, governing transportation agencies (including FAA, CCD, CDOT RTD, E-470 Public Highway Authority), DEN departments, and the traveling public. | Organizing early stakeholder meetings, informing the general public, and meeting with separate utilities provides opportunities to discuss the project goals, identify potential impacts and define a project timeline. Additionally, laying out alternatives to pavement sections and phasing enables minimizing traffic and utility impacts. Our experience with the use of high early strength concrete, flowfill backfill and utility encasement, night work activities, and trenchless technologies paired with a flexible design approach, lays the groundwork for successful project delivery. |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



| Benefits to DEN | Example |
|---|---|
| The early stakeholder collaboration approach benefits DEN by gaining early acceptance and cost efficiencies for the project design, which become eventual benefits to the public. Minimizing roadway lane closures, demonstrating clear phasing and traffic signage, with continual communication to stakeholders and the general public prevents confusion and safety concerns. Additionally, the alternative pavement sections prevent water intrusion, speed up construction, and ultimate save cost, which our team has demonstrated on DEN projects. | On the Peña Low Point Project, the segment of Peña Boulevard Outbound near the low point between Gun Club Road and the RTD A-Line Bridge, the design team provided several construction phasing layouts and maintenance of traffic schemes for each of the design submittals. These phasing plans were developed with published design criteria but further refined with our team's knowledge of construction in the Peña Blvd corridor. The pavement section design was developed as a collaborative approach with the stakeholders to enhance the speed of the construction activities, which reduced lane closures and mitigated water intrusion. |

## Specialized Infrastructure Improvements

Numerous facilities around the airfield are aging and in need of upgrades over the next five years to prevent long-term operational impacts. Our team specializes in these types of infrastructure projects, from deicing and fuel systems to the central utility plant to airfield and landside utilities. Over the last decade, DEN has called upon our team to overcome the tough, difficult problems that threaten large operational impacts and our team has responded.

| Potential Challenge | Proposed Solution |
|---|---|
| Being the third busiest airport in the United States, and sixth busiest in the world, any airfield improvement at DEN can have massive impacts to airline operations. Whether it's providing new fiber infrastructure, relocating stormwater drainage systems, or connections for the planned relocation of the Central Utility Plant, the potential for largescale impacts to operations while working in the movement areas can be considerable. | Beyond our experience designing DEN's utility systems, our team has applied trenchless methods—from horizontal directional drilling to large-scale tunneling—for installing utilities such as electrical ductbanks, fiber, jet fuel, and stormwater. To strengthen this capability, we have partnered with GEI Consultants to support trenchless design and provide construction inspection services as needed. |
| **Benefits to DEN** | **Example** |
| By avoiding open cutting across taxiways, runways, and passenger ramp areas, DEN will be able to continue normal operations with minimal impacts. With the overall quantity of work planned at DEN over the next five years, it will be important to limit the impacts to operations where feasible – and our team has previously helped DEN do just that. | As a part of the Pond 002 relocation, our team, working in conjunction with GEI Consultants, installed a 132" diameter tunnel bore across the Runway 16L-34R complex to allow gravity flow for the relocation of the pond as well as provide future flow for planned apron expansions. In doing so, we were able to prevent closure of an important airport access corridor which would have severely impacted airfield operations. The exact team who completed this project for DEN is a part of our team and ready to implement new utility corridor crossings without impacting airport operations. |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# C. APPROACHES, PHILOSOPHY, AND EXPERIENCE DEALING WITH CHALLENGES RELATED TO THE SCOPE OF WORK

Executing this scope of work effectively relies on a combination of trusted partners, a proven design team, and national leadership in aviation infrastructure. Our approach integrates diverse and local partners who bring valuable community insight and responsiveness, while our core team provides consistency, technical depth, and quality assurance. Lessons learned and innovative practices from major airports across the country will be adapted to the specific needs of this program. This collaborative structure drives delivery of efficient, cost-effective task orders in alignment with the airport's long-term vision.

## Challenge Resolution

Nearly every project will encounter a challenge at some point, whether it is early in the design process or at the end of construction. All updates to schedules, responses to review comments from the FAA, DEN, and communications amongst the stakeholders will be cleared through the DEN Project Manager so that our communications are an extension of what DEN wants to communicate. We will continuously work with DEN to communicate a cohesive message to the stakeholders.

## Sensitivity to Key Issues

| | |
|---|---|
| **Airport Operations & Safety** | DEN aircraft operations cannot be adversely impacted. Our detailed CSPP will guide the selected contractor in minimizing impacts to airport operations and performing their work safely. Work may be within airfield pavement and taxiway and runway safety areas, but haul routes and contractor access will be along vehicle service roads and limited access routes. The CSPP will demonstrate contractor access and signage for safe operations. *We divide the project into components to plan construction phasing and limit impacts to DEN operations or airfield activities.* |
| **Airport Security** | Security systems are established to promote safety. However, a reporting component involves meeting FAA requirements that, if not complied with, can cause significant operational issues for both the design and management teams. We understand your security procedures and will adhere to them. *We propose limiting airfield access as much as is feasible to alleviate any security concerns about crossing the AOA fencing and additional badging needs.* |
| **Envision Verification** | Any infrastructure capital project exceeding $10 million will be required to be verified by Envision. DEN typically desires projects to follow Pathway A, Design plus Post-Construction submissions. *Our team knows this process intimately as we were one of the first teams DEN employed to pursue Envision verification as contracted for the West Gates DIW Pond Expansion project.* |
| **Environmental Testing / Reporting** | The airport has been operating for over 30 years, and PFAS and other contaminants may be evident. Testing of soil bores and groundwater (if encountered) samples will be reported to DEN Environmental for additional scope discussion and mitigation efforts. *Our team performed this exact scope for the DIW Expansion projects, which determined negligible impacts and resulted in no project delays.* |
| **Water Intrusion / Floodplain** | Portions of airport property fall within the 100-year floodplain and may also be considered wetlands. Additionally, the soils consist of clay and do not promote infiltration, causing water to be trapped in layers, ultimately intruding into structures and piping. Our team proposes utility routings and construction activities outside floodplains or wetland areas. Utilizing a low strength concrete backfill around structures and piping also prevents water intrusion and settlement. *Our previous project for the Pond 009 discharge pipe routing bypassed known environmental areas providing intentional siting to satisfy Envision verification as well as utilizing low strength concrete for backfill.* |

| | |
|---|---|
| **Permitting** | The entire airport property, including Peña Blvd, falls under the City & County of Denver (CCD) authority for stormwater and building permits. *Document preparation and submission for the SSPR, SUDP, Fire, Mechanical, Building and Electrical permits are anticipated for this program, which is similar to what we completed for the West Gates DIW Pond Expansion project.* Permitting coordination with Xcel Energy and Denver Water is also anticipated for the program since they work exclusively with DEN to approve the new services, relocations, payments, and other items. |
| **Accessibility / Tunneling** | DEN prioritizes accessibility for airlines, pedestrians, tenants, and all users of the airport complex. Shutdowns or outages need to be planned well in advance and with plenty of notice to all users. We promote accessibility by limiting impacts to aircraft, airfield, roadway, and emergency operations. We propose the utilization of bores / tunnels at pavement crossings to limit any pavement or traffic impacts. *From our recent experience on the DIW Pond Expansion project, we utilized tunnels at roadway crossings to prevent safety and access concerns for the Fire Department, airfield operations, and other emergency vehicles.* |

# 4. Proposed Work Plan and Approach

DEN will benefit from our approach to airport infrastructure improvements, which has proven to be successful on projects like yours. Our approach results in minimal impacts to airport and roadway operations during construction.

### Clear Structure and Accountability

Our project management approach is built on a clear organizational framework that emphasizes accountability, communication, and efficiency. A dedicated project manager serves as the single point of contact, responsible for scope, schedule, budget, and quality control on every task order. Supporting the project manager is a core leadership team that integrates technical discipline leads, quality managers, and construction coordination specialists, so that each task is staffed with the right experience from the start.

### Efficient Task Order Delivery

On-call contracts require rapid response and adaptability. We maintain an established process for task order execution that includes early scope definition, schedule alignment with operations, and proactive coordination with FAA, CDOT, and local agencies. Our project controls system provides real-time monitoring of progress and costs, enabling timely reporting and quick adjustments when priorities shift. Regular coordination meetings with DEN stakeholders provide transparency and alignment from initial planning through final design.

### Collaborative and Scalable Teaming

Our organizational approach leverages a proven core team supported by trusted local and diverse partners who can be engaged as needed based on task requirements. This scalable structure facilitates efficiency for smaller assignments while providing the depth of resources necessary for complex, multi-disciplinary projects. We also draw upon our firm’s national aviation leadership to bring best practices, innovative technologies, and lessons learned from airports across the country. This balance of local responsiveness, proven experience, and national insight delivers each project with precision, innovation, and long-term value.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## A. PROPOSED EFFORT FOR COMPLETING THE WORK ON SCHEDULE

Our team will actively collaborate with DEN stakeholders to develop concepts based on the project scope and needs. Alternatives will be evaluated by our team based on feasibility, affordability and phaseability to develop a preferred alternative that will be incorporated into the construction documents. The DEN Design, Engineering and Construction (DEC) Division has developed documents to aid in the design, management, and construction of all projects at DEN. Each phase of the project will be carefully pre-planned with DEN management, resulting in a project completed on time and within budget.

***Phase 1 – Scope Definition / Pre-Planning***
Initial study and review of existing site conditions, record documents, and previous pavement evaluations. Conduct pre-planning meeting or "kick-off" to gain an understanding of stakeholder concerns and designs. Develop geotechnical and topographic surveys, safety area evaluation, Construction Safety & Phasing Plan (CSPP), electrical lighting, design analysis report (DAR), drainage, pavement, fleet mix, and life cycle cost evaluations.

***Phase 2 – Preliminary Design***
Prepare a preliminary design analysis report, cost estimate, and CSPP illustrating the scope and relationship of all the project elements for approval and coordination.

***Phase 3 – Final Design & Permitting***
Revise and incorporate items from approved schematic design (30%) documents to Design Development (DD) documents (60%, 90%, and 100%), consisting of drawings, specifications, design analysis report, cost opinion, and other documents demonstrating the character of the entire project. Identification and submission of documents to City & County of Denver for permitting needs.

***Phase 4 – Bidding***
Assist DEN Procurement Services to prepare bid documents and provide consulting services during the bidding process as required.

***Phase 5 – Construction***
Support DEN Project Manager with construction administration and project acceptance, including RFIs, meetings, submittals, shop drawings, change orders, site visits, testing reports, record drawings, and final closeout documentation.

### Phase 1 - Project Initiation

#### Project Scoping and Fee Development

After Notice of Award, our team will attend a preliminary scoping meeting or "kickoff" with DEN stakeholders to discuss the project, including budget, schedule, potential impacts to operations, coordination with airlines, and interface with any other design or construction activities. A brief site visit will allow the design team to put the project into physical perspective and assess physical limitations. We engage every technical lead in the development of schedules, scopes and fees, so all parties have a stake in the team expectations. A preliminary schedule, scope and fee is presented to DEN for review and comment.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## Phase 2 - Design Implementation

### Preliminary Engineering (30%)

Coinciding with Notice to Proceed of the project, our team will begin the preliminary engineering process, with surveying, geotechnical investigation, and utility mapping of the proposed work locations. We are utilizing firms that are already badged to perform surveys and geotechnical investigations, as well as familiar with DEN standards and requirements from previous successful work at the airport.

Other preliminary design tasks for civil, structural, electrical, traffic control, utility and construction administration services all include firms that have successfully delivered similar projects reducing design efforts for DEN. Our team's experience with the airport and the runway complex combined with Peña Blvd and roadway / parking infrastructure affords our team with the knowledge necessary to make quality design decisions quickly.

Our team includes specialists to analyze the complex underground utility components, noted for trenchless construction such as tunneling, microtunneling, horizontal directional drilling, pipe ramming, pipe jacking, auger boring and other methods for the installation of pipelines below the ground with minimal excavation. In order to minimize disruption to airport and roadway operations, the trenchless construction technique for proposed utility routings is considered the most cost-effective and schedule-efficient approach.

As the design progresses, our team will take a very active role in preparing and presenting progress reports. Our objective is to continually communicate with the DEN project manager regarding status, upcoming significant tasks, required information, and any topics that require special attention. We also recommend a weekly or bi-weekly meeting for DEN's project manager and our project manager to discuss project status. The Design Analysis Report (DAR) submittal requires extensive up-front work and planning to submit an appropriate amount of information to all stakeholders for their approval and decision-making process. One of the items that will be important to control costs, and schedule is Value Engineering (VE) at each review period. We include DEN, CDOT and the FAA as required in this important process.

## Phase 3 - Design Implementation

### Intermediate & Final Engineering (60%, 90%, & 100%)

Once the concept has been accepted and approved by DEN, CDOT, and FAA stakeholders, the intermediate and final document submittals will be completed. We will utilize our experience and relationships with the permitting authorities to expedite the permitting process. While the construction documents are in permitting review, our integrated construction project controls team will continue to refine the construction schedules and cost opinions based on current industry trends and real-time subconsultant data.

## Phase 4 – Project Bidding

Once approved for the project to bid, our team will work hand in hand with DEN staff to conduct the pre-bid meeting for the project and answer any questions. We will support DEN at the pre-bid conference to educate prospective bidders on the schedule developed by our team and quickly answer and address items that the potential bidders may have.

## Phase 5 – Construction / Post Construction Phase Activities

Our team will remain engaged throughout construction to expedite submittal reviews and maintain alignment with design intent. We approach this phase as DEN's collaborative partner, performing every activity with the goal of reducing schedule impacts and delivering a successful project. In addition, we will assist the DEN Project Manager with full acceptance of the project, including site visits, testing reports, record drawings, final change orders, and final construction reports.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## B. METHODS USED TO COORDINATE WORK WITH OTHER ENTITIES WHOSE WORK INTERFACES WITH WORK PERFORMED BY THE PROPOSER

Coordination with other entities at DEN requires a structured approach to communication, clear definition of responsibilities, and proactive management of potential issues. There are several entities that have a stake in DEN's overall success and a few of them include multiple DEN departments, FAA, CDOT, Colorado Department of Health and Environment (CDPHE), City and County of Denver, Denver Water, Xcel Energy, Metro Water Recovery, airline tenants, consultants, and contractors. Our team understands the multiple projects that happen concurrently at the airport and often within the same planned construction area. On our recent West Gates DIW project, we coordinated with other design consultants and construction personnel to define a solution for utility manhole installations that provide access and tie-in for the high concentrate deicing fluid conveyance. Our team held and attended meetings to collaborate the problem solving and document the solutions. Revised construction documents were created to meet each consultant's design intent. We also shared documents through the Autodesk Construction Cloud (ACC) environment to benefit both project designs. Additionally, we provided cost opinions and schedule impacts to aid in the development of the construction change and ultimately DEN approval process.

On our Southwest Airlines Cargo building project, a new fire water and domestic service was required for the building. Our team worked with Denver Water and DEN stakeholders to abandon the existing water main and expand the existing service to benefit Southwest Airlines, DEN, and Denver Water. Proactive collaboration and communication begin with developing plans that integrate design considerations and include key interfaces with other work groups and third-party entities to capture and manage the project most effectively.

## PROJECT MANAGEMENT CONTROLS & REPORTING

**DEN needs a flexible team that is quick to respond and maintains control of the agreed schedule and cost management for each project.**

### Project Controls Execution Plan

Project Controls reporting of progress, schedule, and applicable financials to DEN will be per the Project Reporting requirements per the DEN Design Standards Manual. This Project Controls Plan will be further refined following the contract task award. Detailed engineering design progress will be managed on a twice-a-month basis per the protocols identified and approved by Burns & McDonnell Project Management. The overall engineering earned value progress curve will be submitted monthly and reviewed with DEN during the monthly project status and management meeting. Deficiencies in earned value against plan will be investigated and proactively addressed to mitigate potential risks to the overall project.

### Cost Control Approach

For cost opinions, we will use our in-house construction resources to produce accurate cost information. Our estimators hold degrees in engineering and/or construction science and have a wide range of experience in the construction industry, as well as specific experience estimating for civil, architectural, structural, mechanical, and electrical scopes of work. They receive assistance, as necessary, from design engineers and subcontractors in quantity takeoff, checking, and research. To meet our internal goal of improving our performance, we continually refresh our costs to help us verify that local trends and construction industry impacts are accurately addressed in our cost estimates and construction schedules.

Each discipline lead evaluates the construction cost estimates to make sure the project remains within the budget. If the project budget is trending to be exceeded, this will immediately be brought to DEN's attention. Design changes will be implemented, or value engineering will take place to bring the project back into the designated budget.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## Schedule Control Approach

At the beginning of this project, the project manager, Nick Tessitore, will work with the DEN project manager, DEN operations, and other stakeholders to develop a design, permit, bidding, and estimated construction schedule. The team is responsible for managing the project budget and scope of work. Each month, project status is evaluated on a percent complete for deliverables compared to the budget. Progress reports, in addition to scheduled progress deliverables, are submitted to the DEN as appropriate. At each submittal, the schedule will be evaluated and updated so that DEN will be fully informed of the progress and any potential changes that may be needed.

**Success Story**

A recent example of design changes into construction document development was the West Gates DIW project.

Several pipe routing and tunneling alternates were needed at the 30% and 60% levels to accommodate DEN stakeholder requests. Even with several iterations and alternatives, the entire team worked to meet the Issue For Bid document schedule that was required to gain FAA funding for the project.

Our preliminary project schedule is focused on providing the project within the timeframe allotted, considering today's market volatility. Being mindful of the material and equipment availability and lead times from the beginning of design is critical to achieving our goals for the project. Our schedule attempts to account for the currently known market factors and anticipated delays; however, no schedule can account for unforeseen circumstances such as natural disasters, market shifts and global impacts.

Additionally, permitting within the City and County of Denver has been experiencing delays in reviews and approvals. Incorporating as many design and delegated-design items into the design documents allows the permitting officials a faster review cycle.

We have the ability to generate and maintain project schedules in Microsoft Project or Primavera P6. We are ready to respond either way and provide schedules that align with the required deliverables identified in the DSMs and that meet the quality the Airport expects.

Our team members have completed multiple projects at DEN and bring first-hand knowledge of the airport's standards, processes, and expectations. Our team is positioned to support DEN not only with core infrastructure services but also with specialized capabilities, which require unique technical design skills and construction knowledge. These services are critical to safe and efficient airport operations and are areas where our team has a long history of success. Our proven project approach will continue our history delivering successful projects that meet your expectations.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# 5. Key Personnel and Ability to Respond

**Burns & McDonnell has worked with DEN for over three decades and has successfully delivered over 200 projects through on-call and standalone contracts.**

With our Denver office of more than 500 employee-owners, we have the resources and local knowledge to respond quickly to task orders and perform the full range of services identified in the Scope of Work, including specialized systems such as communications, deicing, baggage, fire protection, and fueling. Our project manager, Nick Tessitore, will serve as a single point of contact, fostering clear communication and accountability, while structured coordination protocols and shared design tools create alignment with DEN staff and our partner firms. By combining trusted local partners with our nationally recognized aviation experience, we provide an integrated, responsive, and collaborative approach that supports DEN's long-term operational and infrastructure goals.

## A. OFFICE LOCATIONS & STAFFING

Our team includes eight trusted local subconsultants, SAN Engineering, GEI Consultants, PK Electrical, Encompass Services, Shrewsberry & Associates, Granite Engineering Group, Kumar & Associates, and Aeris Engineering, each with extensive DEN experience. We integrate these firms at the discipline-lead level to streamline coordination and reduce rework. Through regular internal meetings, transparent communication, and active participation in DEN's review processes, we provide seamless collaboration with DEN staff and other consultants while maintaining focus on safety, efficiency, and quality.

| Company | Address | Employees |
|---|---|---|
| Burns & McDonnell | 9191 S Jamaica St., Englewood, CO 80112 | 12,342 |
| SAN Engineering | 1150 W Littleton Blvd., Littleton, CO 80120 | 62 |
| GEI Consultants | 4601 DTC Blvd #325, Denver, CO 80237 | 1,500 |
| Encompass Services | 10901 W 120th Ave. Suite 400, Broomfield, CO 80021 | 224 |
| Shrewsberry & Associates | 2696 S Colorado Blvd. Suite 460 Denver, CO 80222 | 103 |
| PK Electrical | 4601 DTC Blvd #740, Denver, CO 80237 | 125 |
| Granite Engineering Group | 1110 Elkton Dr Ste B, Colorado Springs, CO 80907 | 29 |
| Kumar & Associates | 2390 S Lipan Street, Denver, CO 80223 | 131 |
| Aeris Engineering | 2240 S Cherry Street, Denver, CO 80222 | 3 |

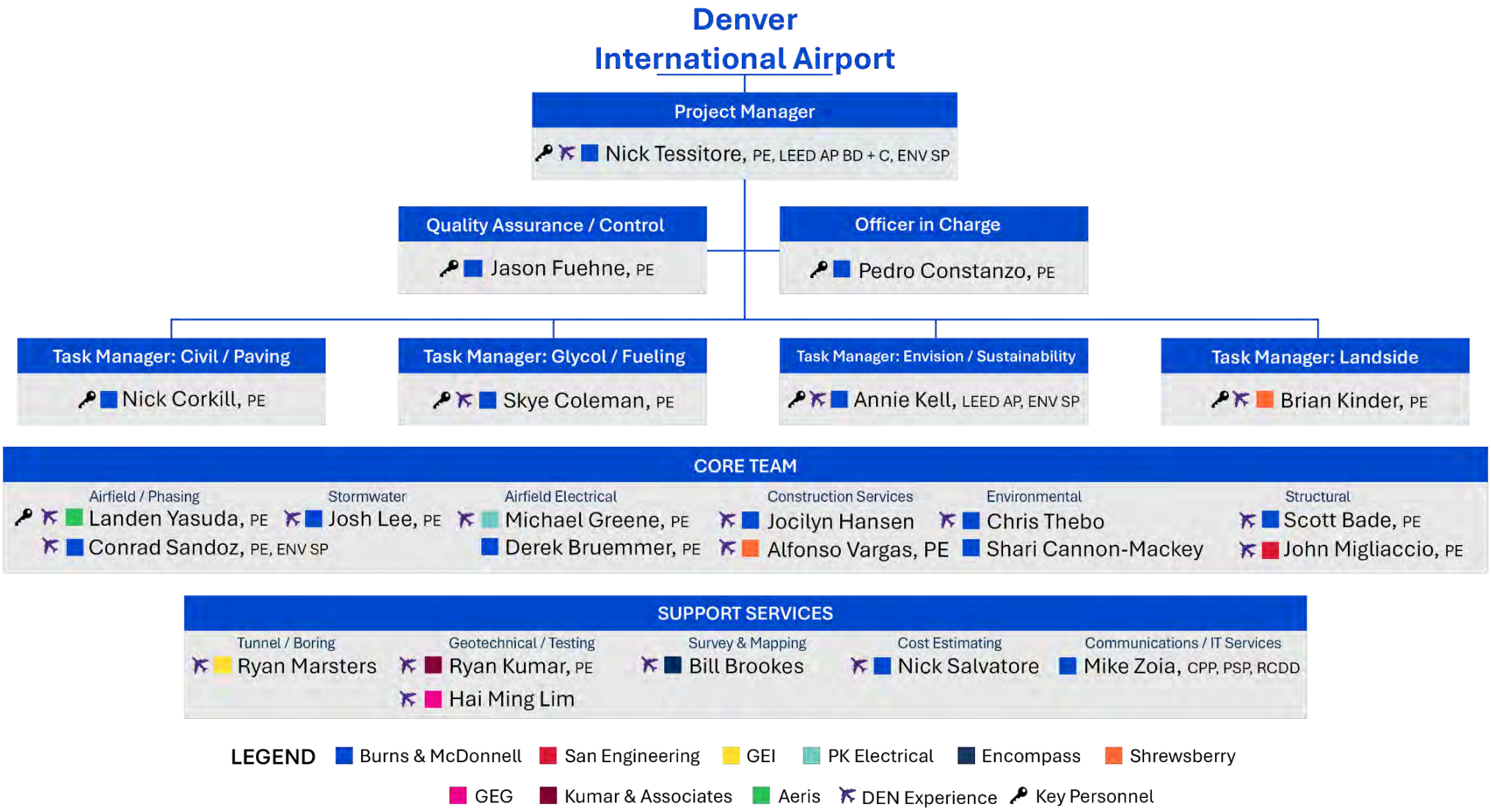
## B. PROJECT WORK LOCATION

All work for this contract will be performed in the offices of Burns & McDonnell and our subconsultant partners. Burns & McDonnell will manage and perform work from our Denver office at 9191 S Jamaica St, Englewood, CO 80112, supported as needed by resources from our other regional and national offices. Our subconsultants will perform their respective scopes of work from their local offices in Colorado, which allows the team to remain responsive, efficient, and aligned with DEN's standards and processes.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

Exhibit F

## ORGANIZATION CHART



Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## A. SUBCONTRACTOR QUALIFICATIONS & ROLES

We have assembled a team of professional firms that together bring the full range of skills and experience needed for this contract. Each of these eight firms has demonstrated reliability in the Colorado market and has a strong record of delivering successful projects at DEN, including completed airfield and roadway designs.

**Civil/Structural Engineering |** Based in Littleton, Colorado, SAN Engineering is capable of a wide variety of civil and structural engineering services. Exceeding deadline expectations and developing reliable design solutions combine as San Engineering's top priority. For about 11 years, San has been performing a variety of design tasks at DEN, giving them an intimate familiarity with their processes and infrastructure. *SAN is a registered MWBE with the Denver Office of Economic Development.*

**Tunnel / Boring |** GEI Consultants, located in the Denver Tech Center, provides tunneling and trenchless design services that include cut and cover tunnels, soft ground tunnels in urban settings, and deep hard rock tunnels for water conveyance. Their team applies methods such as pipe jacking, tunnel boring machines, microtunneling, horizontal directional drilling, slurry boring, and auger boring, supported by geotechnical site characterization, field instrumentation, and construction observation. Following the merger with Lithos Engineering, GEI has expanded its tunneling and trenchless capabilities with strong local experience in Colorado's underground conditions.

**Surveying & Mapping |** Encompass Services provides surveying and mapping across Colorado using advanced aerial LiDAR, UAV data collection, GIS tools, and automated mapping platforms. Their work produces high resolution deliverables such as orthomosaics, three dimensional meshes, and dense point clouds that integrate with CAD, GIS, and BIM systems. Encompass supports infrastructure design, power transmission, and land development projects by supplying accurate geospatial data that supports planning, construction, and long-term asset management.

**Landside / Roadway |** Shrewsberry & Associates, LLC is a national DBE/MBE consulting firm with a Denver presence that provides comprehensive engineering, construction, and program management services. Their aviation practice covers the full spectrum of airside and landside needs, including roadway, bridge, parking, apron, taxiway, and runway pavement design, stormwater drainage and erosion control, utility coordination, and FAA-required airspace permitting and Part 77 surface evaluations. Shrewsberry is also experienced in construction phasing and safety planning, construction inspection, and administration, helping airports maintain safe and efficient operations during active construction. With capabilities that extend to program management, grant administration, and BIM asset management, Shrewsberry offers airports integrated support from planning through construction closeout. *Shrewsberry is a registered MWBE with the Denver Office of Economic Development.*

**Electrical & Lighting |** PK Electrical, Inc., founded in 1996 and based in Denver, is a woman-owned small business that delivers comprehensive electrical engineering services. Their capabilities span power and lighting system design, low voltage communications, medium voltage distribution, emergency power systems, utility coordination, field surveys, inspections, feasibility studies, energy audits, plan reviews, cost estimating, and construction administration. PK also provides specialized services such as grounding and lightning protection, site planning, fire alarm and security systems, and arc flash analysis. The firm has designed power, lighting, and communications systems for a wide range of facilities and has an extensive record of successful work at DEN. *PK Electrical is certified as SBE, DBE, and MWBE through the Denver Office of Economic Development.*

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**Geotechnical |** Granite Engineering Group, based in Colorado Springs near the Front Range, offers geotechnical engineering and construction materials testing services tailored for transportation, commercial, and energy sectors. The firm provides subsurface investigations, materials testing, construction management, inspection, and geotechnical design services. They operate a fully accredited laboratory for concrete, asphalt, and soil testing and are *certified as a DBE, EBE, MWBE, and SBE.* Driven by a commitment to client relationships and quality service, Granite brings localized technical support and geotechnical insight to every project.

**Geotechnical / Testing |** Kumar & Associates, Inc. (K+A), partnered with Triax Engineering, LLC, provides geotechnical engineering, environmental sciences, engineering geology, and construction observation and materials testing. Established in 1989, K+A has an extensive history at DEN, supporting both airside and landside projects. Their work has included QA services during DEN's original construction, geotechnical studies for parking areas, roadway improvements, and air cargo facilities, as well as forensic pavement investigations along Peña Boulevard. Key staff have also developed specifications for subgrade construction and chemical stabilization on major projects such as the Sixth Runway and Deice Pad J. *K+A is a certified DBE in Colorado, and Triax holds DBE, MBE, SBE, and ESB certifications.*

**Airfield / Phasing |** Aeris Engineering specializes in airfield engineering and phasing services that support complex runway, taxiway, and apron projects. Their licensed engineers bring over 50 years of combined airfield experience and provide comprehensive services including design, project planning, construction administration, feasibility studies, and construction safety and phasing consulting. They deliver trusted, collaborative support on time and within DBE participation goals, helping maintain seamless airport operations during construction and rehabilitation. *Aeris is certified as a DBE, EBE, MWBE, and SBE through the Denver Office of Economic Development.*

## RESUMES OF KEY STAFF

Resumes for eight (8) key personnel and experience summaries for non-key personnel are provided in *Appendix A*. All team members shown on our team organization chart will remain assigned and available throughout the duration of this contract.

Our local team combines a detailed understanding of DEN infrastructure, national experience at large hub airports, and the ability to be responsive to every project need.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# 6. Company Experience and Qualifications

**Since 1986, Burns & McDonnell has successfully delivered over 100 projects at DEN totaling more than $500M in construction value. In the past ten years, our DEN experience is supplemented with more than 20 projects at large hub airports throughout the country.**

Few firms can provide this level of experience and understanding of the complexities of maintaining airport operations during construction at the busiest airports in the world. Burns & McDonnell is uniquely qualified with the capabilities and experience to overcome any technical challenge realized during the life of this contract.

## WEST GATES POND EXPANSION

Denver International Airport (DEN) | Denver, Colorado

This project involved the analysis, design, and preparation of construction documents for four 5.4-million-gallon pond cells on the west airfield, along with re-routing portions of the existing Deicing Industrial Wastewater (DIW) system. Our methodology combined detailed hydraulic modeling, geotechnical investigations, and coordination with DEN stakeholders to confirm design assumptions and integrate the new infrastructure with existing systems. A primary challenge was addressing the limited capacity of the previous DIW system, which could not accommodate future deicing pad expansion. To resolve this, the team designed a system capable of routing a five-year storm event and managing the full volume of anticipated deicing fluid. The ponds were designed to store stormwater during non-deicing periods and divert higher-concentration flows to the on-site recycle facility, which recovers approximately 60 percent of glycol for reuse. Overflow contingencies were incorporated through a discharge line to the adjacent detention pond, strengthening system resilience.

Throughout design development, lessons learned from previous DIW projects at DEN informed our approach, particularly in balancing hydraulic performance with environmental compliance under the Industrial Stormwater and Metro Sanitary Contribution permits. Collaboration with DEN staff was critical in reviewing operational requirements, approving phasing strategies, and providing timely input on environmental and regulatory considerations.

**Outcome / Result:** The completed design delivered expanded storage capacity, a robust conveyance system, and improved treatment capability while maintaining compliance and providing flexibility for future airport growth.

**Donald Smith, PE**
Airside Engineering, Project Manager | Denver International Airport
303-342-2663
donald.smith@flydenver.com
18300 E 71st Ave, Denver, CO 80249

**Project Value |** $72M
**Gross Fees |** $3M

**Relevance:**

- Design Services
- Construction Services
- Airside





Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## DIW POND 009 REHABILITATION

Denver International Airport (DEN) | Denver, Colorado

**John Yu, PE**
Senior Engineer, Project Manager | Denver International Airport
303-342-2084
john.yu@flydenver.com
18300 E 71st Ave, Denver, CO 80249

**Project Value** | $35M
**Gross Fees** | $2.1M

**Relevance:**
- Design Services
- Construction Services
- Airside
- Envision

The DIW Pond 009 Rehabilitation project is designed to restore the operational efficiency and regulatory compliance of a critical deicing industrial wastewater (DIW) system supporting airfield operations. Methodologically, the approach includes a full condition assessment of aging infrastructure, design of key upgrades including new electrical service, SCADA controls, and pond liners, and the installation of a new 14-inch discharge pipe with tunneled segments under sensitive airfield zones. The work is organized into three core components: facility upgrades, pond liner replacement, and discharge pipe installation. Design work incorporates lessons learned from the West Gates Pond 002R Expansion, particularly in trenchless construction, dual power systems, and fluid routing redundancies. Field data collection, topographic and geotechnical surveys, stakeholder coordination, and permitting support such as FAA Form 7460 and CCD stormwater and SUDP reviews will underpin all phases of delivery.

Typical challenges in this environment include limited accessibility within secured airside zones, aging system components over 25 years old, potential PFAS contamination, and utility interference. Lessons learned from comparable projects revealed the importance of early phasing strategies and prefabrication of enabling infrastructure, such as previously installed capped discharge lines and spare conduits that streamline current construction. The client's level of involvement is expected to be moderate but essential, particularly in providing access for surveys, reviewing submittals and design recommendations, facilitating coordination with permitting authorities especially Xcel Energy, and engaging stakeholders across environmental and operations teams. A collaborative and responsive feedback loop will be critical during both the condition assessment and detailed design phases for timely resolution of regulatory, operational, and environmental constraints.

**Outcome / Result:** The completed design is expected to expand low concentrate storage capacity, create a robust conveyance system, and improve treatment capability while maintaining compliance and providing flexibility for future airport growth.

---

## FUEL TANKS AND VALVES

Denver International Airport (DEN) | Denver, Colorado

**Nick Sorrentino, PE, CM**
Sr. Engineer – Mechanical / Fueling | Denver International Airport
303-902-7394
nicholas.sorrentino@flydenver.com
Suite 280 26100 E 68th Ave, Aurora, CO 80019

**Project Value** | $87M
**Gross Fees** | $4.7M

**Relevance:**
- Design Services
- Construction Services
- Airside

Burns & McDonnell is delivering a progressive design-build program to expand jet fuel storage capacity and strengthen operational reliability at DEN. The project began with detailed assessments, permitting coordination, and stakeholder engagement, supported by laser scanning, utility potholing, and geotechnical investigations to inform design development. The scope includes constructing two new 120,000-barrel jet fuel storage tanks and replacing valves and actuators on six existing tanks, along with fire protection upgrades, new electrical enclosures with integrated controls, and extensive site enhancements to improve system resilience and efficiency. Close collaboration with airport authorities and fire departments guided design and permitting, while contractor solicitation and bid evaluation during early phases advanced cost control and schedule alignment.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



The project team addressed challenges such as coordinating across multiple agencies, advancing permits within tight timelines, and executing construction near active fuel tanks and high-voltage equipment. Burns & McDonnell managed these risks through stakeholder workshops, iterative design reviews, and thorough subsurface utility verification, which minimized rework and supported safe, uninterrupted operations. Phased planning and execution allowed the team to integrate new systems with existing infrastructure while maintaining ongoing fueling services critical to airport operations.

**Outcome / Result:** This project is currently under construction and once completed, will increase fuel storage capacity, modernized fuel transfer systems, and enhanced safety and operational control, providing long-term resiliency to support rising aviation fuel demand.

## PEÑA BOULEVARD LOW POINT RECONSTRUCTION

Denver International Airport (DEN) | Denver, Colorado

shrewsberry

DEN's goal for Peña Boulevard is to maintain a safe, reliable arterial between the airport and Downtown Denver. The outbound segment near the low point between Gun Club Road and the RTD A-Line Bridge has required frequent emergency pavement repairs that are costly and disruptive to travelers. This project determined the source of water infiltration causing pavement failures, implemented corrective measures, and reconstructed the pavement. The scope included geotechnical investigations, survey mapping, subsurface utility engineering, roadway and pavement design, stormwater and water quality design, signing and striping, SWMP planning, and traffic management. The Shrewsberry team gained valuable experience with the CCD/DEN approval processes, stakeholder communication, and the broader Peña Boulevard Reconstruction Program.

**Tom Cotton, PE**
Project Manager | Atkins
702.465.4046
tom.cotton@atkinsglobal.com
4600 S Ulster St #1100, Denver, CO 80237

**Project Value |** $17M
**Gross Fees |** $869,000

**Relevance:**
- Design Services
- Construction Services
- Landside

On the Peña Low Point Project, the team developed multiple construction phasing layouts and traffic maintenance schemes for each submittal. Moving forward, formal input from the DEN Operations Group will be requested earlier to establish phase requirements based on recent experience at Peña, providing clarity and supporting more efficient project delivery.

**Outcome / Result:** The project delivered a long-term pavement solution at the Peña Boulevard low point, reducing emergency repairs, minimizing traveler disruption, and improving reliable access between DEN and Downtown Denver.

## TAXIWAY F REHABILITATION

Kansas City International Airport (MCI) | Kansas City, Missouri

BURNS McDONNELL

Taxiway F at Kansas City International Airport (MCI) serves as the primary parallel taxiway to Runway 1R-19L and, after decades of service, was exhibiting widespread aggregate durability failures, pop-out distresses, and outdated geometry. Our team began with detailed pavement condition assessments, geotechnical investigations, and FAA compliance reviews to determine whether rehabilitation or full reconstruction would provide the best long-term value. The final design included removal and replacement of 123,000 square yards of Portland cement concrete, full-depth construction of a new cross-over taxiway, and modifications to update geometry to current FAA standards. Additional work included rehabilitation of asphalt

**Jade Liska**
Deputy Director of Aviation | Kansas City Aviation Department
816-243-3045
jade.liska@kcmo.org
601 Brasilia Ave, Kansas City, MO 64153

**Project Value |** $21M (Design & Construction)
**Gross Fees |** $2.3M

**Relevance:**
- Design Services
- Construction Services
- Airside

shoulders, installation of new airfield lighting and signage, drainage improvements, and revised pavement markings to support safe aircraft operations.



Key challenges included maintaining airfield access and minimizing disruption to runway operations during construction. Close coordination with airport staff and FAA representatives was essential in developing a phasing plan that kept critical airfield functions active while work progressed. Lessons learned from prior MCI pavement projects guided our approach to material selection and construction sequencing, reducing risk of rework and optimizing the project schedule. The airport provided input on operational requirements, reviewed construction phasing, and collaborated with our design team to confirm cost and schedule priorities.

**Outcome / Result:** The project modernized Taxiway F to FAA standards, significantly reduced future maintenance demands, and improved safety and efficiency for aircraft operations. The effort was recognized nationally with the Silver Award for Excellence from the American Concrete Pavement Association (ACPA) for projects completed in 2019.

## RUNWAY 8R-26L REHABILITATION AND CONNECTING TAXIWAYS

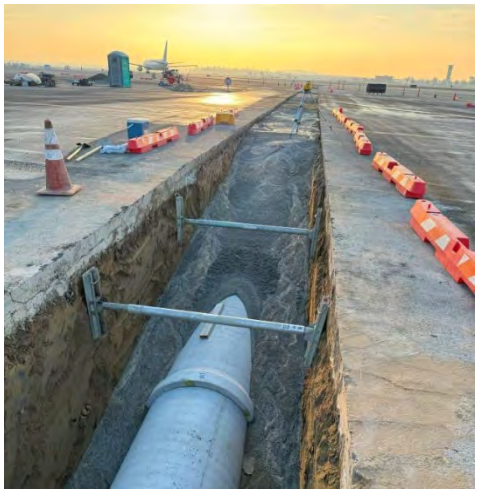
Ontario International Airport (ONT) | Ontario, California

**Keith Owens, PE**
Director of Program Management | Ontario International Airport Authority
909-544-5383
kowens@flyontario.com
1923 East Avion St, Ontario, CA 91761

**Project Value |** $120M (Est.)
**Gross Fees |** $6.6M

**Relevance:**
- Design Services
- Construction Services
- Airside

ONT operates two primary runways: Runway 8L-26R on the north side (12,197 ft × 150 ft) and Runway 8R-26L on the south side (10,200 ft × 150 ft). Burns & McDonnell was selected by the airport authority to provide engineering design services for the federally funded rehabilitation of Runway 8R-26L and associated taxiways. The project scope included replacement of the keel section pavement, centerline lights, and markings; rehabilitation of asphalt shoulders and edge lighting; joint seal replacement and crack/spall repair on existing concrete panels; reconstruction of blast pads; improvements to 15 connecting taxiways and associated lighting and striping; and relocation of the South Electrical Vault and associated conduit and cabling to accommodate future airfield development.



Maintaining safe airfield operations during a complex construction program that involved extended runway closures was a central challenge. The Burns & McDonnell team coordinated closely with airport operations, the ATCT, FAA, and airline stakeholders to develop phasing strategies that kept at least one runway operational at all times. Immediately after the 60% submittal, the FAA requested an accelerated bid package to capture supplemental funding. By working intensively through the holiday season, the team delivered a complete bid package in less than 2.5 months. Drawing from prior large-scale pavement rehabilitation experience, the team proposed an innovative new pavement section for the runway keel area. This solution required additional geotechnical and materials testing but resulted in approximately $4.8 million in program savings.

**Outcome / Result:** We delivered a cost-effective rehabilitation program that preserved operations, incorporated innovative pavement solutions, and demonstrated strong collaboration with stakeholders.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## AA CONCOURSE L, 3-GATE EXPANSION & TAXIWAY A22 CONSTRUCTION

O'Hare International Airport (ORD) | Chicago, Illinois

Burns & McDonnell provided professional engineering services to Corgan Associates in support of the American Airlines Concourse L three-gate expansion at ORD. The airfield scope included design of Taxiway A22 and associated apron improvements, which were directly tied to the Terminal 3 Stinger Phase 2 expansion. Services covered geometric and pavement design, grading, drainage, markings, erosion control, lighting, structural slab protections for existing utilities, and construction phase review. Taxiway A22 was designed to provide access to three new TDG 3 gate positions, requiring integration with both the terminal program and ongoing airfield operations.

**Adam Lusk**
Project Manager | R.M. Chin & Associates, Inc.
312-595-2000
alusk@rmchin.com
500 W 18th St, Suite 200, Chicago, IL 60616

**Project Value |** $40M
**Gross Fees |** $300,000

**Relevance:**
- Design Services
- Construction Services
- Airside
- Landside

A major challenge was that construction occurred within the Taxiway Object Free Area of Taxiway A, ORD's primary terminal access taxiway. To maintain operations, the project team developed a highly coordinated phasing plan and implemented an aggressive two-week, 24-hour construction schedule for the taxiway segment. Burns & McDonnell served as subconsultant under a three-year design-build agreement with American Airlines and its partners, contributing to five design packages covering taxiway, apron, terminal expansion, and demolition of existing AT&T and city utility buildings. Sequencing was critical, with Taxiway A22 construction prioritized to allow two of the new gates to open for airline use while demolition and the third gate layout progressed.

**Outcome / Result:** The project delivered a fully functional taxiway and apron system under intense schedule constraints, enabled early gate utilization to support flight operations, and demonstrated the value of close coordination with American Airlines, the Chicago Department of Aviation, and the design-build team.

---

## TAXILANE NN2 CONSTRUCTION

O'Hare International Airport (ORD) | Chicago, Illinois

Burns & McDonnell provided professional engineering services to the Chicago Department of Aviation (CDA) and Aeroterm for the design of a new 1,000-foot taxilane to serve the Northeast Air Cargo Development at O'Hare International Airport. The taxilane was designed to accommodate 747-8F (ADG VI/TDG 5) aircraft movements and provide direct access to Phase 1 and Phase 2 facilities as well as two parking positions at the Phase 3 warehouse. As designer of record for the Northeast Cargo Development sitework, which included 13 ADG VI parking positions, our scope of services included site investigation, survey and geotechnical investigations, PFAS testing with soil disposal recommendations, and full aviation design services for geometry, pavement, grading, drainage, markings, erosion control, and airfield lighting.

**Jennifer Garcia**
Project Administrator | City of Chicago
773-340-0231
jennifer.garcia@cityofchicago.org
0510 W. Zemke Rd, Chicago, Illinois 60666

**Project Value |** $9.3M
**Gross Fees |** $353,000

**Relevance:**
- Design Services
- Construction Services
- Airside

A central challenge was that the cargo complex had only a single access taxilane, creating operational inefficiencies and a point of vulnerability. Our methodology focused on designing Taxilane NN2 as a second access point to improve flow, reduce head-to-head taxi conflicts, and strengthen operational resiliency. Close coordination with CDA planners, FAA reviewers, and Realterm stakeholders guided the

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206





design of geometry, lighting, and signage to align with long-term development and operational needs. Another challenge was the concurrent construction of the Phase 3 tenant improvements, requiring careful definition of limits of work, installation sequencing, and ongoing adjustments to avoid conflicts. An active service road bisecting the site also had to remain open throughout construction, which required detailed phasing and stakeholder input.

Lessons learned from previous ORD cargo developments helped the team refine approaches to soil management, phasing, and contractor coordination. CDA project management and electrical staff were closely engaged in the design process, providing owner-furnished equipment that we incorporated into specifications and pay items to reduce capital costs and simplify long-term maintenance and inventory control.

**Outcome / Result:** The completed design delivered a second access taxilane that enhanced operational efficiency, reduced risk of congestion, and improved resiliency for one of the nation's busiest cargo complexes, while maintaining active operations and aligning with future expansion plans.

## TAXIWAY Y, Y3 AND Y4 RECONSTRUCTION

Midway International Airport (MDW) | Chicago, Illinois

Midway International Airport operates two commercial runways, with Taxiways Y2 and K serving as the primary exits for arrivals on Runway 22L. Because MDW runs nearly 24 hours a day and has no alternate ADG III routes on the north side of Runway 4R, reconstruction of Taxiway Y between K and Y2 requires careful phasing to maintain operations. The project goals are to reconstruct aging infrastructure, improve geometry to meet FAA standards, and keep operations safe and uninterrupted. The scope includes full-depth Portland Cement Concrete reconstruction of Taxiway Y, demolition of Taxiway Y4, and modifications to connector taxiways and associated ramp taxilanes. Additional work involves replacing shoulders with FAA-standard fillets, adjusting pavement widths, updating electrical systems, and providing stormwater detention to meet City of Chicago requirements.

**Esther Hah**
Project Manager | Chicago Department of Aviation
773-838-0610
Esther.Hah@cityofchicago.org
5700 S Cicero Ave.
Chicago, IL 60638

**Project Value |** $25 (Est.)
**Gross Fees |** $1.9M

**Relevance:**

- Design Services
- Construction Services
- Airside

Because PCC offers durability but requires long curing times, phasing presented a major challenge. The team developed five phases of work and, in collaboration with the airport, added a sixth phase to construct a temporary ADG III Taxiway U on the South Ramp, enabling safe bypass during extended closures. Key challenges included continuous operations, strict FAA standards, and stakeholder coordination. Early engagement, flexible design, and temporary facilities were critical solutions that minimized operational impacts. The result is a durable, compliant taxiway system that improves long-term reliability and supports safe, efficient operations while reducing disruption for passengers and carriers at MDW.

**Outcome/Result:** Currently under way, the project reconstructs Taxiway Y with durable PCC pavement and updated geometry, using phased construction and a temporary bypass to maintain continuous operations and minimize disruption while supporting MDW's high traffic demand.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# TERMINAL INFRASTRUCTURE REPLACEMENT

## Hollywood Burbank Airport (BUR) | Burbank, California

The City of Burbank partnered with a Joint Venture Design-Build Team, including Burns & McDonnell, to deliver the $1.3B Burbank Replacement Passenger Terminal program. Since 2022, our team has provided civil engineering services for both landside and airside improvements to support a new 14-gate, 355,000-SF terminal, six-level parking structure, and associated infrastructure. Our methodology emphasized early collaboration through public charrettes, coordination with FAA standards, and integration of sustainability goals into grading, drainage, roadway, and apron design.

A central challenge was overcoming the 30+ foot grade differential between the terminal site and Taxiway A while still delivering an at-grade apron that preserved the community's desired ground boarding experience. Burns & McDonnell developed a grading solution that minimized impacts to Taxiway A, met strict FAA slope and stormwater setback requirements, and maintained compliance with NFPA code. Another challenge stemmed from the site's legacy as the former Lockheed Skunk Works facility, which carried environmental restrictions. To meet a Development Agreement limiting excavation to the top 25 feet, our team produced a precise grading program that located the terminal, basements, and parking garage footings within this limit. Lessons learned from past brownfield redevelopments shaped our approach, including reusing excavated materials and pavement grindings to reduce costs and minimize hauling of potentially contaminated soils.

**Patrick Lammerding**
Deputy Executive Director
Operations, Security, & Safety Management Systems | Hollywood Burbank Airport
818-729-2250
PLammerding@bur.org
2627 North Hollywood Way,
Burbank, CA 91505

**Project Value |** $1.3B
**Gross Fees |** $9.8M

**Relevance:**

- Design Services
- Construction Services
- Airside
- Landside



**Outcome / Result:** The project is still under construction and is delivering a state-of-the-art replacement terminal that improves safety by relocating facilities to meet FAA siting requirements, incorporates sustainable design through materials reuse, and achieves community goals for a ground boarding passenger experience. The solution provides modern infrastructure, enhanced passenger access, and long-term operational efficiency while resolving site-specific environmental and grading challenges.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

# Exhibit F

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206





# Nick Tessitore

PE, LEED AP BD+C, ENV SP

## Project Manager

**Nick is a project manager and senior civil engineer with extensive experience in aviation design, site development, pavement design, drainage and stormwater design, construction management, and inspection.** ***He has worked with DEN for more than 16 years.***

Experience

Registrations

Education

**PROJECT EXPERIENCE**

### Deice Support Facility
**Denver International Airport // Denver, Colorado**

**Role:** Project Manager **// Project Summary:** Burns & McDonnell designed a new deice support facility and upgrades to an aging glycol system, including storage tanks, truck loading, and pipeline restoration. Our team delivered cost-efficient solutions with simplified piping and pumping, while managing environmental risks, active airfield operations, and stakeholder coordination.

### DIW Pond 009 Rehabilitation
**Denver International Airport // Denver, Colorado**

**Role:** Project Manager **// Project Summary:** Burns & McDonnell led analysis, design, and construction documents to restore and expand the mission-critical DIW system (Pond 009) at DEN. Our team rehabilitated four pond cells and associated infrastructure to support the West Airfield Diversion System while maintaining winter operations and compliance with industrial stormwater and sanitary permits.

### West Gates DIW Pond Expansion
**Denver International Airport // Denver, Colorado**

**Role:** Project Manager and Lead Civil Engineer **// Project Summary:** Burns & McDonnell led analysis, design, and construction documents to expand and relocate DEN's DIW Pond 002 with four 5.4M-gallon pond cells, pump station, waste tank, glycol supply line, and tunnel bores. Our team designed resilient infrastructure to manage stormwater, deicing fluid, and future concourse expansion while navigating runway crossings, permitting, and utility coordination. Our team supported mission-critical winter operations and environmental compliance.

### Concourse A Icehouse Upgrades
**Denver International Airport // Denver, Colorado**

**Role:** Project Manager and Lead Civil Engineer **// Project Summary:** Burns & McDonnell worked on the design and construction of the equipment upgrade at the Concourse A Icehouse to integrate the facility with DEN's Aircraft Deicing System (ADS), as well as to improve overall ADS capacity, inventory control, user accountability, and operational throughout. Activities included earthwork, utility coordination, survey, and traffic control.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206





# Jason Fuehne

PE

## Quality Assurance / Control

**Jason is a civil engineer and project manager with extensive experience in airfield planning and design. He has led numerous pavement maintenance and management programs and has worked on pavement design, storm drainage systems, and utility layouts for a wide range of facilities. Jason is also proficient in FAARFIELD and PCASE pavement design software, as well as the PAVER program for airfield pavement inspections.**

Experience

Registrations

Education

## PROJECT EXPERIENCE

### Taxiway F Rehabilitation
**Kansas City International Airport // Kansas City, Missouri**

**Role:** Project Manager **// Project Summary:** Burns & McDonnell managed the design and delivery of 123,000 SY of PCC pavement replacement, new crossover taxiway, drainage, and lighting/signage upgrades at Kansas City International Airport. Jason developed and secured FAA approval of key Modifications of Standards (MOS), saving the sponsor significant capital and reducing construction duration.

### Runway 8R-26L Rehabilitation and Connecting Taxiways
**Ontario International Airport Authority // Ontario, California**

**Role:** QA / QC **// Project Summary:** Burns & McDonnell provided engineering design, management, and construction support for rehabilitation of 2.2M SF of airside pavement at Ontario International Airport, including runway keel replacement, taxiway reconstruction to FAA standards, updated airfield lighting/signage, and relocation of the South Electrical Vault. This multi-phased delivery coordinated with airport staff to maintain continuous operations.

### Terminal Replacement
**Burbank Glendale Pasadena Airport Authority // Burbank, California**

**Role:** QA / QC **// Project Summary:** Burns & McDonnell delivered civil engineering design for airside and landside improvements as part of a $1.3B Design-Build JV for the new 14-gate terminal at Burbank Airport. Jason oversaw QA/QC reviews across multiple packages covering aircraft parking apron, taxiway connections, terminal roadways, utilities, and grading for complex site conditions.

### Airside and Landside Airport Pavement Management System (APMS)
**Los Angeles World Airports // Los Angeles, California**

**Role:** Quality Control Engineer **// Project Summary:** Burns & McDonnell supported LAX and Van Nuys with inspections and design for airside and landside pavements. Jason provided QA/QC oversight for Taxilane C relocation to Group VI standards, 244,000 SF of new PCC pavement, lighting/signage upgrades, and runway guard lights. He coordinated phased bid packages to align with funding and schedule requirements.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206





# Pedro Constanzo

PE

## Officer in Charge

**Pedro manages the design of facilities and infrastructure for military installations, bringing the benefit of worldwide experience in electrical systems design with construction costs exceeding $1 billion. His background includes developing both design-build RFPs and design-bid-build contract documents.**

Experience

Registrations

Education

## PROJECT EXPERIENCE

### Deice Support Facility
**Denver International Airport // Denver, Colorado**

**Role:** Officer in Charge **// Project Summary:** Burns & McDonnell designed a new deice support facility and upgrades to an aging glycol system, including storage tanks, truck loading, and pipeline restoration. Our team delivered cost-efficient solutions with simplified piping and pumping, while managing environmental risks, active airfield operations, and stakeholder coordination.

### DIW Pond 009 Rehabilitation
**Denver International Airport // Denver, Colorado**

**Role:** Officer in Charge **// Project Summary:** Burns & McDonnell led analysis, design, and construction documents to restore and expand the mission-critical DIW system (Pond 009) at DEN. Our team rehabilitated four pond cells and associated infrastructure to support the West Airfield Diversion System while maintaining winter operations and compliance with industrial stormwater and sanitary permits.

### West Gates DIW Pond Expansion
**Denver International Airport // Denver, Colorado**

**Role:** Officer in Charge **// Project Summary:** Burns & McDonnell led analysis, design, and construction documents to expand and relocate DEN's DIW Pond 002 with four 5.4M-gallon pond cells, pump station, waste tank, glycol supply line, and tunnel bores. Our team designed resilient infrastructure to manage stormwater, deicing fluid, and future concourse expansion while navigating runway crossings, permitting, and utility coordination. Our team supported mission-critical winter operations and environmental compliance.

### Concourse A Icehouse Upgrades
**Denver International Airport // Denver, Colorado**

**Role:** Officer in Charge **// Project Summary:** Burns & McDonnell worked on the design and construction of the equipment upgrade at the Concourse A Icehouse to integrate the facility with DEN's Aircraft Deicing System (ADS), as well as to improve overall ADS capacity, inventory control, user accountability, and operational throughput. Activities included earthwork, utility coordination, survey, and traffic control.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206





# Nick Corkill

PE

## Task Manager: Civil / Paving

**Nick serves as a civil engineer and project manager specializing in airfield paving and site development. He has led design for major runway, taxiway, and apron rehabilitation programs, including serving as Civil Site Design Manager for the Burbank Replacement Terminal and Airside Civil Lead for Ontario's Parallel Runway Rehabilitation. Nick's skillset includes pavement and marking design, FAA FAARFIELD analysis, airfield geometry, construction phasing, and stormwater management.**

Experience

Registrations

Education

## PROJECT EXPERIENCE

### Runway 8R-26L Rehabilitation and Connecting Taxiways
### Ontario International Airport Authority // Ontario, California

**Role:** Senior Civil Engineer **// Project Summary:** Burns & McDonnell delivered design and construction support for 2.2M SF of runway and taxiway rehabilitation, including keel replacement, pavement reconstruction, lighting/signage upgrades, and South Electrical Vault relocation. Nick managed multi-year phasing and CSPP coordination to maintain operations and align with FAA funding approvals.

### Terminal Replacement
### Burbank Glendale Pasadena Airport Authority // Burbank, California

**Role:** Assist Project Manager **// Project Summary:** Nick is managing civil site design for the $1.3B replacement terminal, leading a 20-discipline team for utilities, grading, and stormwater. He is serving as airside lead for 14 apron gates, taxiways, and pushback areas with electric GSE charging and complex grading challenges.

### Taxilane NN2
### O'Hare International Airport // Chicago, Illinois

**Role:** Senior Civil Engineer **// Project Summary:** Burns & McDonnell provided engineering for O'Hare's Northeast Air Cargo Phase 3, including taxilane and service road geometry, FAA TDG V design, pavement design, markings, utilities, and drainage. Nick coordinated with the developer and construction manager on a 125,000 SF cargo facility with two 747-8F parking positions.

### AA ORD Concourse L 3-Gate Expansion - Taxiway A22
### O'Hare International Airport // Chicago, Illinois

**Role:** Senior Civil Engineer **// Project Summary:** Burns & McDonnell supported American Airlines' 3-gate expansion with design for taxiway/apron geometry, grading, pavement, drainage, and markings. Nick delivered phased design packages under an aggressive schedule to maintain O'Hare operations while expanding terminal capacity.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206





# Skye J. Coleman

PE

## Task Manager: Glycol / Fueling

**Skye serves as the ramp services manager for Burns & McDonnell's aviation practice. He specializes in the design of glycol and deicing systems, aviation fueling and distribution facilities, ground service equipment infrastructure, grid-scale battery backup systems, and cogeneration facilities.**

Experience

Registrations

Education

## PROJECT EXPERIENCE

### New Deicing Support Facility
**Denver International Airport // Denver, Colorado**

**Role:** Deicing Project Director **// Project Summary:** Burns & McDonnell is currently designing the new deicing support facility under an on-call which will support three new deice pads at DEN. In addition, the project includes upgrades and modifications to other portions of the airport's deicing infrastructure at the glycol recycle facility, WA pad, and cargo facilities. Skye is leading the overall deicing design and development and assisting with long-term planning to support the airport's plans for expansion.

### Glycol Recycle Facility
**Syracuse Hancock International Airport // Syracuse, New York**

**Role:** Glycol Project Director **// Project Summary:** Burns & McDonnell designed and built a new glycol recycling facility at the airport; this is the first in the world to include a low concentration evaporator that can concentrate deicing fluid in as low as 0.2% glycol to water concentrations back into deicing fluid at the airport. The project has won four different regional and national awards for innovation and sustainability and can recycle up to 550,000 gallons of deicing fluid at the airport massively reducing disposal costs for the airport and airlines.

### 4 Tank Project
**Los Angeles World Airports // Los Angeles, California**

**Role:** Project and Construction Manager **// Project Summary:** Burns & McDonnell designed and built four new 60,000-barrel jet fuel tanks for the airline consortium. This project was completed on time and on budget and provided the necessary infrastructure to support the continued expansion of the airport. Skye led client coordination, design and construction management, and commissioning.

### Emergency Fuel Shut-off Upgrades
**Denver International Airport // Denver, Colorado**

**Role:** Electrical Design Engineer **// Project Summary:** Burns & McDonnell provided design and construction phase services for EFSO modifications to bring the facility fueling islands up to current code. The project involved modifications of an existing EFSO system to add additional stations, change out button types, and interconnect compressed natural gas and fueling system shutdowns.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206





# Annie Kell

LEED AP, ENV SP, CC-P

## Task Manager: Envision / Sustainability

**Annie has extensive sustainable design and construction experience. She works through an integrative design process to develop sustainability goals that suit the intent of the project, the owner's imperatives, and the locale. Her specialties include third-party certifications, specialty building projects, resilient design, embodied carbon, horizontal master planning, and airport infrastructure.**

Experience

Registrations

## PROJECT EXPERIENCE

### Deice Support Facility
**Denver International Airport // Denver, Colorado**

**Role:** Envision Consultant **// Project Summary:** Burns & McDonnell designed a new deice support facility and upgrades to an aging glycol system, including storage tanks, truck loading, and pipeline restoration. Our team delivered cost-efficient solutions with simplified piping and pumping, while managing environmental risks, active airfield operations, and stakeholder coordination.

### DIW Pond 009 Rehabilitation
**Denver International Airport // Denver, Colorado**

**Role:** Envision Consultant **// Project Summary:** Burns & McDonnell led analysis, design, and construction documents to restore and expand the mission-critical DIW system (Pond 009) at DEN. Our team rehabilitated four pond cells and associated infrastructure to support the West Airfield Diversion System, maintaining winter operations and compliance with industrial stormwater and sanitary permits.

### West Gates DIW Pond Expansion
**Denver International Airport // Denver, Colorado**

**Role:** Envision Consultant **// Project Summary:** Burns & McDonnell led analysis, design, and construction documents to expand and relocate DEN's DIW Pond 002 with four 5.4M-gallon pond cells, pump station, waste tank, glycol supply line, and tunnel bores. Our team designed resilient infrastructure to manage stormwater, deicing fluid, and future concourse expansion while navigating runway crossings, permitting, and utility coordination.

### Concourse B East & C East Expansions *
**Denver International Airport // Denver, Colorado**

**Role:** LEED Project Manager **// Project Summary:** Annie provided LEED project management for the B East and C East Concourse expansion projects. The projects are pursuing LEED Gold v4 and highlight DEN's commitment to sustainability through the ample use of daylight, access to outdoor waiting areas, responsibly sourced materials, 47% potable water use reduction, and low emitting materials.



**Denotes experience prior to joining Burns & McDonnell*

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



shrewsberry

## BRIAN KINDER, P.E.

*Director of Transportation Engineering, Mountain Region*



Brian has gained comprehensive experience in transportation design, project management, and owner's representation throughout his 24 years in the industry and has successfully delivered a variety of civil engineering projects and programs. His portfolio of design projects includes new highways, road and intersection expansions, trail and pedestrian facilities, building facility site improvements, and many other capital improvement and maintenance projects. While working as an owner's representative, Brian led infrastructure condition assessments, maintenance program (including delivery of design and contractor procurement), and incident management master planning. Brian has the capacity to work in successful cooperation with all project interests to assure quality, innovation, and client satisfaction.

### EDUCATION

B.S., Civil Engineering,
West Virginia University
Institute of Technology

### REGISTRATIONS

Professional Engineer
CO, TX, WA

### YEARS OF EXPERIENCE

TOTAL: 24 WITH SHREWSBERRY: 5

### PROJECT EXPERIENCE

**S.R. 509/24th Ave South to 188th Street New Expressway**
**WSDOT – King County, WA**
Brian is serving as Shrewsberry's principal in charge for the S.R. 509/24th Ave South to 188th Street New Expressway project which is part of the Puget Sound Gateway Program. The scope includes the design and construction of a four-lane expressway between the 24th Avenue South interchange and South 188th Street/Des Moines Memorial Drive (DMMD), a new South 188th Street/DMMD interchange, and noise walls for the South 160th Street Interchange. A new southbound auxiliary lane between the South 272nd Street and S.R. 516 interchange will be designed and constructed on I-5 with an associated noise wall extension.

**DEN Landside Oncall SBE**
**Denver International Airport – Denver, CO**
Brian served as the contract manager for the DEN Landside Oncall SBE Contract, and is currently facilitating the successful execution of 4 task orders under that contract. Brian also served at the project manager for the Libra Tributary Wingwall Replacement Project, and is currently serving as the Project Manager on the Peña Low Point Reconstruction Project, and the Picadilly Grading Enabling Project (TO's 3&4).

**U.S. 160 Passing Lanes**
**CDOT Region 5 — Towaoc, CO**
$1.5 million capital project consisting of condition assessment, roadway expansion, and rehabilitation design phases. Brian served as Project Manager of the final design of new dedicated passing lanes near Towaoc, Colorado. He oversaw the completion of project design plans and specifications, stormwater management plan updates, utility design, independent drainage design review, constructability reviews, and development of construction traffic control and phasing plan.

**56th Avenue Widening Design Build**
**Department of Transportation and Infrastructure — Denver, CO**
The 56th Avenue Widening Design Build Project expands the current roadway section from two lanes to a median separated five lane section, between Peoria and Peña Boulevard to improve capacity and operation of the corridor. Brian served as the Design Manager through the procurement phase. The major goals of the project include improved safety along the corridor, improved pedestrian connectivity from the neighborhoods to the RMANWR, and aesthetic improvements within the right of way to provide a transition from the developed areas to the south to the natural areas on the north. The project also included the designed a 10-foot multi-use path to the north of 56th Avenue which provided enhanced pedestrian connectivity for nonvehicle-based recreation and transportation.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206





## Landen Yasuda, P.E

*President/Principal*

Landen has over 16 years of design and field experience. He has provided airport construction inspection and performed a variety of airfield, site/civil, roadway, drainage, and utility design responsibilities. Landen has experience in preparing plans, Federal Aviation Administration (FAA) contract documents and specifications, engineer's estimates, pavement designs, drainage designs, as well as reviewing construction submittals and RFI's. He is knowledgeable with FAA airport series Advisory Circulars, Airport Improvement Program policies and procedures, and Safety Risk Assessment (SRA) processes. He also has experience in preparing FAA Form 7460 and analysis of Part 77 surfaces for obstruction evaluation.

### PROJECT EXPERIENCE

***Aviation (*Projects completed under previous company)***

***Gate Apron Rehabilitation and Drainage Improvements Program, Concourse A**
**Denver International Airport – Denver, CO**
Project Manager who was responsible for developing and updating final surface and subsurface grading models, plans, earthwork quantities, drainage modeling, material take offs and cost estimating, and overall construction documents development for the Concourse A Apron Pavement Rehabilitation Project. The project included pavement rehabilitation at Concourse A from the building to the outer VSR with associated grading and drainage, pavement design, utility conflict resolution, and jet fuel distribution adjustments.

***Taxiway EE Grading, Drainage, Paving, and Lighting**
**Denver International Airport – Denver, CO**
Design Manager who was responsible for overseeing Allium St. grading and geometric design, storm drain design, airfield pavement markings, concrete pavement joint layout, plans preparation, quantity calculations, and technical memorandum documentation. Work includes the construction of new Taxiway EE between Taxiway M and Taxiway ED.

***Runway 16L-34R Rehabilitation**
**Denver International Airport – Denver, CO**
Design Manager who was responsible for overseeing haul road grading and storm drain design, geometric layout alternatives, airfield pavement markings, electrical manhole drainage, plans preparation, quantity calculations, and technical memorandum documentation. Work included the rehabilitation of the Runway 16L-34R complex, including the rehabilitation of Taxiway Z and the realignment and regrading of the existing haul road connection across Taxiway Z to Queensburg Way.

***Runway 17R-35L Complex Rehabilitation**
**Denver International Airport – Denver, CO**
Project Manager who was responsible for the development of surface grading models and plans, demolition plans, earthwork quantities, and details. The project included pavement rehabilitation of runway 17R-35L, parallel taxiways L and M, and associated connector taxiways.

***Taxiway DS East**
**Denver International Airport – Denver, CO**
Project Manager who was responsible for developing and updating project construction phasing, construction plan development, technical specifications, and quality control of all design and contract documents for the Taxiway DS East project. The project includes a new concrete taxiway DS, snow removal equipment parking, and remain overnight (RON) parking with associated grading and drainage, pavement design, utilities, and airfield electrical items.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# NON-KEY PERSONNEL EXPERIENCE SUMMARIES

## Burns & McDonnell Personnel

| Name / Role / Years of Experience | Summary of Experience |
|---|---|
| **Conrad Sandoz, PE, ENV SP**<br>Airfield / Phasing<br>*4 years of experience* | Conrad has experience in airfield infrastructure and facility projects. He has supported all phases of project delivery, from conceptual design through permitting, construction, and program management, with strengths in site development, utility systems, stormwater management, pavement design, and environmental permitting. His work also includes pavement management systems, Airport Improvement Program development, and cost planning. *At DEN, Conrad has contributed to major projects such as deicing water system upgrades, fuel system storage improvements, electrical and control system modernization, and site design for the Deice Support Facility.* |
| **Josh Lee, PE**<br>Stormwater<br>*20 years of experience* | Josh is an environmental and civil engineer focused on innovative solutions for stormwater projects. He has experience in design, permitting, project management, and construction management. His capabilities include environmental remediation, stormwater management facility design, hydrologic and hydraulic analyses, drainage studies, erosion and sediment control design and inspections, and environmental permitting. *Josh has worked at DEN on the West Gates DIW Pond Expansion.* |
| **Derek Bruemmer, PE**<br>Airfield Electrical<br>*12 years of experience* | Derek has over a decade of experience specializing in airfield electrical systems. He has led the design and preparation of construction documents for major airfield lighting and power distribution projects, including critical work for the FAA and Department of Defense. His skillset covers airfield lighting, power redundancy, and infrastructure lighting with a strong emphasis on safety, compliance, and reliability. Beyond project delivery, Derek advances the industry through active involvement in the Illuminating Engineering Society and its Aviation Lighting Committee, where he contributes to FAA advisory circular reviews, helping shape regulatory guidance that directly impacts airfield electrical design. |
| **Jocilyn Hansen**<br>Construction Services<br>*10 years of experience* | Jocilyn supports airport construction programs by assisting project leadership with day-to-day management of safety, quality, schedule, cost, contracts, subcontractors, suppliers, procurement, and field activities. She contributes to the negotiation and execution of contracts and purchase orders, development of site mobilization and demobilization plans, and coordination of permitting requirements. Her role also includes preparing RFPs, supporting scope development, managing the bid and selection process, creating contract documents, and facilitating implementation of project specifications, design changes, and construction documentation to keep projects on track from planning through turnover. |
| **Chris Thebo**<br>Environmental<br>*25 years of experience* | Chris is an environmental professional with experience in remediation and construction management. He has managed projects involving Brownfields redevelopment, hazardous waste, contaminated soil, UST closures, and asbestos abatement. His work includes soil vapor extraction, chemical oxidation, dual phase extraction, pump and treat, and groundwater treatment through dewatering permitting, design, sampling, and reporting. Chris has supported projects at military bases, rail yards, industrial facilities, universities, landfills, and petroleum stations. |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



| | |
|---|---|
| **Shari Cannon-Mackey**<br>Environmental<br>*35 years of experience* | Shari has guided the NEPA process for numerous airport improvement projects, including relocations. She has managed multi-disciplinary teams and collaborated with airport boards, regulatory agencies, and FAA legal counsel on the development and review of environmental documents. Her work includes serving as lead coordinator and primary author for affected environment and environmental consequences sections, as well as preparing responses to comments for Environmental Impact Statements. She has also completed water resources permitting and overseen the preparation and review of EISs at multiple airports, supporting regulatory compliance and stakeholder coordination. |
| **Scott Bade, PE**<br>Structural<br>*11 years of experience* | Scott has experience in structural engineering design using structural steel, reinforced masonry, and reinforced concrete for dead, live, wind, and seismic loads. He is experienced in several structural analysis software including RISA 2D, RISA 3D, RISA Floor, RAM Connection, HILTI Profis, and spColumn. He is skilled in BIM technology and Autodesk Revit drafting and design capabilities. |
| **Nick Salvatore**<br>Cost Estimating<br>*18 years of experience* | Nick serves as a Pre-Construction Manager with experience supporting aviation and federal projects. His background includes cost estimating, competitive bidding, value engineering, subcontractor scope development, and change management. He has managed Primavera P6 schedules, logistics planning, and risk assessments while coordinating closely with subcontractors to identify key work scopes and negotiate agreements. Nick brings practical pre-construction leadership that helps keep projects aligned with budget, schedule, and client goals. |
| **Mike Zoia, CPP, PSP, RCDD**<br>Communications / IT Services<br>*23 years of experience* | Mike has extensive experience managing aviation security and technology consulting and engineering programs. He has led major capital development efforts for airports across North America and internationally, including projects in Los Angeles, Dallas, St. Louis, Baltimore, Dubai, and Jeddah. His work includes planning and directing technology design for new terminal developments as well as complex renovation and modernization programs, giving him a broad perspective on global trends in aviation technology and innovation. |

## Subconsultant Personnel

| Name / Company / Role / Years of Experience | Summary of Experience |
|---|---|
| **Michael Greene, PE**<br>**PK Electrical**<br>Airfield Electrical<br>*27 years of experience* | Michael has managed public infrastructure projects ranging from $40 million to $1 billion, with a strong background in electrical systems design for diverse facilities, including airports and airfields. His extensive project management experience has given him a deep understanding of the Triple Constraint, consistently delivering solutions that balance schedule, scope, and cost. *At DEN, Michael has contributed to projects such as the Fire Pump Fuel Fill Line Extension and the Ground Service Equipment Electric Vehicle Charging Stations.* |
| **Alfonso Vargas, PE**<br>**Shrewsberry**<br>Construction Services<br>*21 years of experience* | Alfonso has been delivering projects for DEN for more than nine years, supporting every phase of delivery from definition through closeout. As a proven team leader, he manages design and construction, schedules, costs, risks, resources, and quality to keep projects on track and within budget. His leadership includes the HVAC R22 Replacement Program, Flat Roof |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



| | |
|---|---|
| | Replacement Program (Worldport, ARFF4, North Terminal, CCA Tower, Turnstiles A–C, Parking Garage Toll, ARFF Training), CCB Xcel Transformers, Mx Center Fuel Tanks, Apron Ramp Coatings, Terminal FP Room, HTC escalator heaters, WB cathodic protection, and numerous additional O&M projects. |
| **John Migliaccio, PE**<br>**San Engineering**<br>Structural<br>*29 years of experience* | John is a design and structural engineer and project manager who has performed structural design of buildings, bridges, steel-framed towers, and retaining walls. He is proficient in modeling, analysis, and design of various types of buildings and communication structures. *John has worked at DEN on projects like the West Gates DIW Pond Expansion, Runway 17R-35L and Pena Digital Displays.* |
| **Ryan Marsters**<br>**GEI Consultants**<br>Tunnel / Boring<br>*17 years of experience* | Ryan is a geotechnical engineer with experience in trenchless construction, tunneling, and geologic hazard mitigation. He supports projects through subsurface investigations, geotechnical analysis, and materials testing, providing recommendations for foundations and pavements and field oversight during construction. Ryan also manages geotechnical and testing programs and builds strong relationships with clients, contractors, and partners to support successful project delivery. |
| **Ryan Kumar, PE**<br>**Kumar & Associates**<br>Geotechnical / Testing<br>*29 years of experience* | Ryan has extensive experience in geotechnical engineering covering geotechnical investigations, laboratory testing, drilling and coring, and nondestructive testing of pavement surfaces using a Falling Weight Deflectometer. He has performed geotechnical engineering studies for numerous projects across Colorado. *Ryan has worked at DEN on projects including ARFF Training Simulator, Guard House Replacements, and Runway 17L-35R Shoulder Widening.* |
| **Hai Ming Lim**<br>**Granite Engineering Group**<br>Geotechnical / Testing<br>*26 years of experience* | Ming brings extensive civil and geotechnical engineering experience. He has provided services for multiple owners, consultants, contractors, municipalities, DOT and FHWA, with project scales ranging from small building development to large transportation projects. His work includes geotechnical exploration, in-situ testing, shallow and deep foundation engineering, soil structure interactions, earth retention structures (cast-in-place, MSE, soil nail, tangent and secant pile, soldier pile, sheet pile, shoring), slope stability and remediation, pavement engineering, forensic study, detention structure analyses, and construction engineering. Ming also has experience in team, resource, and budget management, as well as client interactions. *Ming has served as the Project Manager and Technical Lead on multiple projects at DEN including Taxiway EE and Soil Nail Wall Repair.* |
| **Bill Brookes**<br>**Encompass**<br>Survey & Mapping<br>*33 years of experience* | Bill oversees surveying operations for the Mountain West Division of Encompass and brings deep experience in the surveying industry. He has managed and executed a wide range of survey types, including ALTA, boundary, route, transportation, cadastral, construction, and topographic surveys. His background also includes aerial photogrammetry, LiDAR capture and processing with sUAS, terrestrial scanning, legal description and easement preparation, and subdivision platting. Bill's extensive technical knowledge and leadership provide comprehensive support for diverse surveying and land development projects. |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

Exhibit F

B

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# SAMPLE AGREEMENT

Burns & McDonnell has reviewed the proposed contract terms and conditions, and we agree that such terms and conditions, subject to final negotiation, can be the basis for mutual agreement; however, we would appreciate the opportunity to discuss our concerns and questions with respect to certain paragraphs.

We are confident a compromise is achievable. In general, Burns & McDonnell seeks a fair, mutually beneficial contract which embodies the following concepts:

1. Mutual indemnity based upon negligence
2. A standard of care which is insurable and consistent with the industry practices
3. An appropriate aggregate cap upon Burns & McDonnell's liability to owner
4. A mutual waiver of subrogation with respect to property insurance
5. A confidentiality provision that protects the client’s sensitive information but provide Burns & McDonnell sufficient operational flexibility to promote efficient progress on the project.
6. A mutually agreeable limit to any consequential damages
7. A mutually agreeable force majeure that includes epidemics and pandemics
8. Mutually agreeable cure period upon a substantiated claim
9. Limit indemnification to actual claims in lieu of “threatened” claims. Additionally, each party pays their own attorneys fees until proof is found.
10. Mutually agree what notes, documents, materials can be inspected outside of an audit
11. Mutually agree to remove any reference to Federal funding, in no such funds are utilized for this project

Burns & McDonnell has reviewed the proposed contract terms and conditions and we agree that such terms and conditions, subject to final negotiation, can be the basis for mutual agreement; however, we would appreciate the opportunity to discuss our concerns with respect to the insurance requirements to confirm the contract is insurable under our current insurance program.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

Exhibit F

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

Exhibit F

# DEN Conflict Question Submission Form

This form and associated process allows for the submission and resolution of a prospective vendor's difficult or unusual concerns related to conflicts of interest involving an individual person, a contractor/ consulting company, or a procurement. A City or DEN employee may use this form to submit a question raised by a contractor/consultant or other third party. A contractor/consultant or other third party may complete Sections I through V of this form, in which case a City employee must verify and supplement, if necessary, Sections IV and V of this form.

Submitters should not disclose privileged internal communications or, regarding submissions by City or DEN employees, information concerning the deliberative process that led to the issue or submission. Please be aware that non-privileged public records (including non-privileged internal e-mails) may be subject to the Colorado Open Records Act.

## I. Contact Information for Person Submitting this Form

| Name, employer and title of employee | Submission Date |
|---|---|
| Nick Tessitore | 9/18/25 |
| **E-mail address** | **Telephone Number** |
| ntessitore@burnsmcd.com | 720.551.994 |

## II. Requesting Consultant / Contractor Information

Is this potential conflict concern raised by a City or DEN employee or an outside entity (regardless of who submitted it)? For example, a contractor or consultant working for, or interested in working for, DEN.

- ◯ Yes - outside entity
- ◯ No - internal

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**III. Conflict Question**

Briefly and clearly explain the specific conflict concern. If the question concerns a potential conflict between past, current or anticipated work please identify all relevant contracts, work/task orders or procurement processes with contract or procurement numbers if possible. Include details such as the scope of work in the existing contract and the anticipated scope of work, or other information to explain the potential conflict and any mitigation efforts taken. Please specify whether the non-DEN parties are/were a prime contractor or subcontractor on each relevant contract. If the issue relates to a person or entity whose roles or involvement might conflict on one project, please describe the potentially conflicting scopes. Include all relevant facts whether they weigh for and against there being a conflict. If necessary, attach relevant pages of agreements, RFPs and other documents. Please avoid attaching lengthy documents.

Describe the potential conflict question or concern.

Burns & McDonnell believes that all previous and current executed agreements associated with the City & County of Denver and Denver International Airport is not in conflict with this on-call agreement.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



Provide any additional information you believe would assist in considering the situation, including similar situations or special circumstances.

N/A

---

**IV. DEN Stakeholders**

Which DEN division or divisions are identified in the relevant contract/s? Typically, this is specified in the initial paragraphs or in a section called something like: "Line of Authority"

N/A

Has this or a related question been submitted previously or addressed informally? If so, please describe the circumstances and people involved.

N/A

Identify any City or DEN Attorneys working on relevant related contracts or who was consulted on this issue.

N/A

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



List any other City or DEN employees that have relevant information. If the question concerns an active procurement process, include the contract administrator.

N/A

---

**V. Timeline Constraints**

Is there a procurement or other activity impacted by this decision? If so, what is the date of that, such as the date work must start, or an RFP will be issued? N/A

If yes, briefly describe the timing issue and any specific dates and potential impacts.

N/A

---

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## VI. DEN Decision

Does past, current or anticipated work by the outside party give them an unfair advantage or create an unacceptable impression that they have an unfair advantage?

- [x] Not applicable
- [ ] Yes - a conflict exists
- [ ] No - based on information provided no conflict anticipated
- [ ] DEN cannot make a determination at this time

Would allowing the outside party to serve in multiple roles on the same or related projects result in an unacceptable actual or perceived conflict?

- [x] Not applicable
- [ ] Yes - a conflict exists
- [ ] No - based on information provided no conflict anticipated
- [ ] DEN cannot make a determination at this time

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



Does the outside party's past, current or future work for other entities create an unacceptable conflict of interest?

- [x] Not applicable
- [ ] Yes - a conflict exists
- [ ] No - based on information provided no conflict anticipated
- [ ] DEN cannot make a determination at this time

Would the proposed participation of the outside party otherwise jeopardize an open, fair competitive process?

- [x] Not applicable
- [ ] Yes - a conflict exists
- [ ] No - based on information provided no conflict anticipated
- [ ] DEN cannot to make a determination at this time

---

**VII. Comments / Conditions**

N/A

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

Exhibit F

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## VI. ATTACHMENT 1, PROPOSAL FORMS

## Attachment 1, Part 1 Proposal Acknowledgement Letter

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

Proposer: Burns & McDonnell Engineering Company, Inc. Date: 9/18/25

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

In response to the Request for Proposal (RFP) dated August 20, 2025, for RFP NO. 202580614, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

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

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

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

Addenda Numbers: Addenda 001, Addenda 002, Addenda 003

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

Signature: _____

Type or print name: Nick Tessitore, Project Manager

Proposer's Business Address: 9191 S. Jamaica St, Englewood, CO 80112

E-mail address: ntessitore@burnsmcd.com

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**Attachment 1, Part 2 Proposal Data Form**

**City and County of Denver**
**Denver International Airport**
***(Please use this form)***

Proposer Name: Burns & McDonnell Engineering Company, Inc

Proposer Address: 9191 S. Jamaica St, Englewood, CO

Phone: 720.551.9941 Fax _____

Email: ntessitore@burnsmcd.com

Federal Identification Number: 43-0956142

Principal in Charge (Name & Title): Pedro Constanzo

Project Manager for this RFP (Name & Title): Nick Tessitore

Equal Employment Opportunity Officer: Leon Harden

Name(s) of Professional and Public Liability Insurance Carrier(s):

Insurance Broker: Lockton Companies, 444 West 47th Street, Suite 900, Kansas City, MO 64112

**Parent Company Information**
***(If Applicable)***

Name of Company: _____

Address: _____

Phone: _____Fax: _____

Contact Person: _____

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**Submittal is for (check one):**

- ☐ Sole Proprietorship
- ☐ Partnership
- ☑ Corporation

**If this is a corporation, then you are the (check one):**

- ☐ Subsidiary
- ☑ Parent Company

State of Incorporation: Missouri, 1970

**Is this a joint venture?**

- ☐ YES
- ☑ NO

*If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.*

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**References**
***(Provide three professional references below)***

1. Company Name: Denver International Airport
   Contact: Donald Smith, PE
   Project Title: West Gates Pond Expansion
   Email: donald.smith@flydenver.com
   Phone Number: 303-342-2663

2. Company Name: City of Chicago
   Contact: Jennifer Garcia
   Project Title: Taxilane NN2 Construction
   Email: jennifer.garcia@cityofchicago.com
   Phone Number: 773-340-0231

3. Company Name: Hollywood Burbank Airport
   Contact: Patrick Lammerding
   Project Title: Terminal Infrastructure Replacement
   Email: plammerding@bur.org
   Phone Number: 818-729-2250

**CERTIFICATION**

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

Signature _____ Title Project Manager

Print Name Nick Tessitore

Date 9/18/25

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition**

**City and County of Denver**
**Denver International Airport**
***(Please use this form)***

If no disclosure required in accordance with III-15, please sign affirmation statement.

The undersign affirms that Burns & McDonnell Engineering Company, Inc (Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars ($50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

Signature  Title Project Manager

Print Name Nick Tessitore

Date 9/18/25

If disclosure is required in accordance with III-15, please use the following space to provide information. If additional space is needed, please attach additional pages.

Claims and lawsuits are relatively infrequent occurrences due to aggressive efforts in maintaining professional standards. Nonetheless, Burns & McDonnell Engineering Company, Inc. (the "Company"), while operating in the ordinary course of business and in an environment of increasing claims and lawsuits, is occasionally made a party to litigation brought by others. In the last ten (10) years, the Company has been named as a party in legal claims including employment-related claims and contractual disputes or claims for personal injury or property damage which occur in connection with services performed relating to project or construction sites. There are no judgments or liens pending against the Company. The Company has never been the subject of any criminal or bankruptcy proceeding. In the opinion of management, the outcome of any pending claim or lawsuit will not materially affect the Company's current or future financial position or results of operations, or the Company's ability to perform on projects for which it is under contract now or in the future.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

# Exhibit F

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



DENVER
ECONOMIC DEVELOPMENT
& OPPORTUNITY

# DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
# COMMITMENT TO MWBE PARTICIPATION

***This Commitment Form must be completed by all Bidders/Proposers or Contractors/Consultants/Tenants (Prime) to indicate their commitment towards satisfying this project's MWBE participation requirement with City and County of Denver (CCD) certified MWBE firms.***

**MWBE PARTICIPATION COMMITMENT:**
The Bidder/Proposer or Prime is committing to 21 % of the total contract value to MWBE participation. The total contract value is inclusive of value changes made throughout the life of the contract.

**GOOD FAITH EFFORT:**
If Bidder/Proposer or Prime's abovementioned MWBE participation commitment is less than the MWBE participation requirement percent established by DSBO, the Bidder/Proposer or Prime must submit to DSBO with this Commitment Form a comprehensive statement of their good faith efforts as per the categories outlined in Chapter 28 of the D.R.M.C.

**The undersigned Bidder/Proposer or Prime hereby agrees and understands that they must comply with their MWBE commitment on this project in conformity with Chapter 28 D.R.M.C. and the terms of their City contract. Failure to comply is a material breach of said contract, which may result in the imposition of sanctions on the Prime, as deemed appropriate by DSBO.**

| | | |
|---|---|---|
| Bidder/Proposer or Prime (Name of Firm): Burns & McDonnell Engineering Company, Inc | | |
| Firm's Representative: Nick Tessitore | | |
| Title: Project Manager | | |
| Signature (Firm's Representative): | Date: 9/18/25 | |
| Address: 9191 S. Jamaica St | | |
| City: Englewood | State: Colorado | Zip: 80112 |
| Phone: 720.551.9941 | Email: ntessitore@burnsmcd.com | |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



DENVER
ECONOMIC DEVELOPMENT
& OPPORTUNITY

# DSBO Program Requirements Handbook (DSBO Handbook)
# Signature Statement

*****Attention: this Signature Statement form is required to be completed, signed, and submitted to DSBO. It will be incorporated as an exhibit to the Contractor's/Consultant's executed contract with the City.*****

**To access the DSBO Handbook, please visit the DSBO Compliance website.**

The undersigned firm has read and agrees to comply with the DSBO Ordinance, DSBO Rules and Regulations, and requirements outlined in the DSBO Handbook (collectively, the "DSBO Program Requirements"), should it be awarded the subject project. Additionally, should the undersigned be awarded the project, it will provide timely and accurate submissions of the required compliance documentation to DSBO and will promptly advise DSBO of any changes to their primary point(s) of contact responsible for DSBO reporting. If requested by a certified subcontractor/subconsultant, the Contractor/Consultant will make the DSBO Handbook available to subcontractors/subconsultants regardless of tier.

The Contractor/Consultant shall carry out the aforementioned DSBO Program Requirements in the award and administration of its contracts, inclusive of enforcing DSBO flow down provisions in subcontract/subconsultant agreements at all tiers. Failure by the Contractor/Consultant to comply with or implement these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the City deems appropriate.

| | | |
|---|---|---|
| Bidder/Proposer or Prime (Name of Firm): Burns & McDonnell Engineering Company, Inc | | |
| Firm's Representative: Nick Tessitore | | |
| Title: Project Manager | | |
| Signature (Firm's Representative): | Date: 9/18/25 | |
| Address: 9191 S. Jamaica St | | |
| City: Englewood | State: Colorado | Zip: 80112 |
| Phone: 720.551.9941 | Email: ntessitore@burnsmcd.com | |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



DENVER
ECONOMIC DEVELOPMENT
& OPPORTUNITY

# Division of Small Business Opportunity (DSBO)
# Minority & Women-Owned Business Enterprise (MWBE) Utilization Plan

This form **must be completed by all submitters** to indicate their commitment towards creating and expanding contract opportunities for City and County of Denver MWBE certified small businesses. To meet the minimum DSBO responsiveness requirements, Submitter shall provide the proposed MWBE Utilization Plan **at the time of submission deadline** to substantiate the Submitter's specified MWBE participation commitment. Each of the prompts below must be comprehensively and meaningfully addressed. Leaving a section blank or entering "N/A" may deem the submitter nonresponsive. (Maximum 400 words per section).

**The approved Utilization Plan may be subject to revisions throughout the life of the contract.**

**Proposer/Prime Name:** Burns & McDonnell Engineering Company, Inc

**Project/Contract Name and Number:** On-Call Infrastructure Design RFP No. 202580614



Denver Economic Development & Opportunity
201 W. Colfax Avenue, Suite 6C1 | Denver, CO 80202
www.denvergov.org/economicdevelopment
720-913-1999

Exhibit F

DENVER
ECONOMIC DEVELOPMENT
& OPPORTUNITY

| | |
|---|---|
| **Utilization Strategies** | • Explain the strategies and tactics the Submitter is currently using and plans to implement in the future to enhance the participation of both new and established City and County of Denver MWBE certified small businesses in contracting opportunities. **Please provide concrete examples.**<br><br>• Please list the anticipated scopes of work that may utilize MWBE certified businesses. If known, list specific MWBE certified firms that you may consider for certified subcontractor utilization.<br><br>For reference, please refer to CCD Certified Small Business Database.<br><br>Small BusinessCertification and Contract Management System \| Denver Office of Economic Development<br><br>**Response:**<br><br>Burns & McDonnell has a long history of engaging small and diverse businesses at Denver International Airport (DEN) and across the country. Our approach is to integrate MWBE firms in meaningful, discipline-lead roles rather than assigning them minor portions of work. For example, on past DEN on-call programs we partnered with Group 14, a woman-owned firm, mentoring them on DEN processes and technical standards. Today, they serve as prime consultants on multiple airport projects, demonstrating the lasting impact of our mentorship approach. Similarly, we supported diverse geotechnical and electrical firms at DEN by pairing them directly with our design leads, providing training in our QA/QC processes, invoicing practices, and DEN-specific procedures.<br><br>Looking ahead, we plan to continue hosting virtual partnering sessions at the outset of each task order. These sessions align scopes with MWBE strengths and confirm meaningful workshare from the beginning. We also provide mentoring in areas such as airport phasing, BIM standards, and business development, creating opportunities for small firms to grow capacity. Our project manager will lead quarterly partnering sessions to track participation, compliance, and performance, while offering prompt payment support to ease cash flow challenges for small firms.<br><br>**Anticipated Scopes of Work**<br>The on-call program offers multiple opportunities for MWBE participation, particularly in specialized areas that require proven local knowledge:<br><br>• **Civil / Structural Design** – San Engineering, Shrewsberry, Aeris (MWBE) for structural design and pavement systems.<br>• **Electrical / Lighting & Special Systems** – PK Electrical, Inc. (MWBE) for airfield lighting, communications, and power distribution.<br>• **Geotechnical Services** – Kumar & Associates, Inc. and GEG (MWBE) for subsurface investigations, materials testing, and pavement design.<br><br>These scopes are anticipated to be required across upcoming task orders in airfield, landside, and utility infrastructure projects. By pairing MWBE subconsultants with our internal discipline leads, we create continuity, reduce rework, and maximize opportunities for meaningful contribution. |



Denver Economic Development & Opportunity
201 W. Colfax Avenue, Suite 6C1 | Denver, CO 80202
www.denvergov.org/economicdevelopment
720-913-1999

DENVER
ECONOMIC DEVELOPMENT
& OPPORTUNITY



| | |
|---|---|
| **Standard Procedure for Bid Packages** | • Describe Submitter's procurement process, policies and procedures for soliciting MWBE certified small business participation. Please provide details on the practices already in place and/or anticipated practices that ensure that MWBE certified small businesses are successful in obtaining subcontracts on this project.<br><br>**Response:**<br><br>Burns & McDonnell incorporates MWBE-certified firms into every stage of our procurement process, from early outreach through task order execution. Our standard practice begins with maintaining an updated database of certified firms, supplemented by outreach through City and County of Denver's Certified Small Business Database, local chambers, and supplier diversity councils. We routinely host partnering sessions at project initiation to review scopes of work, identify opportunities, and align task orders with MWBE strengths.<br><br>We break larger scopes into smaller, more economically feasible packages, allowing MWBE firms to competitively pursue meaningful work rather than limited support roles. Each potential partner is evaluated for technical expertise, financial stability, and past performance, with mentoring provided when gaps exist. For example, we train MWBE subconsultants on DEN's design document standards, QA/QC processes, and invoicing requirements to improve long-term success.<br><br>Prompt payment practices are embedded in our process to address cash flow needs common to small businesses. We review and release payments within 35 days and provide training on compliance and invoicing requirements. Additionally, our project manager leads quarterly sessions with all MWBE firms to confirm performance, track participation, and address any challenges collaboratively.<br><br>By combining outreach, fair packaging of work, technical mentoring, and financial support practices, we create a framework that not only meets but strengthens MWBE participation goals. This integrated approach helps ensure small, diverse businesses are successful in obtaining and delivering subcontracts on this project. |



Denver Economic Development & Opportunity
201 W. Colfax Avenue, Suite 6C1 | Denver, CO 80202
www.denvergov.org/economicdevelopment
720-913-1999

DENVER
ECONOMIC DEVELOPMENT
& OPPORTUNITY



| | |
|---|---|
| **Technical Assistance** | • Describe the assistance and/or guidance that Submitter will provide to certified small businesses that may help advance MWBE-certified businesses forward. This could include technical, financial, or support services to the certified small businesses that allows them to have meaningful participation on this or other contracts.<br><br>Examples of such may include, but are not limited to, quality control, bonding, insurance assistance, payment advances, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.<br><br>**Response:**<br><br>Burns & McDonnell is committed to advancing the capacity of MWBE-certified small businesses by providing both technical and business support that fosters long-term growth and meaningful participation. Our approach extends beyond assigning scope—we actively mentor, train, and provide resources that position MWBE partners for success on this and future contracts.<br><br>**Technical Support**<br>We provide training on DEN's QA/QC standards, BIM requirements, and construction documentation processes to strengthen MWBE partners' technical capacity. Subconsultants are paired with our discipline leads to gain direct experience on critical design elements, allowing them to develop skills in specialized areas such as stormwater, geotechnical testing, and electrical systems.<br><br>**Financial and Administrative Support**<br>We incorporate prompt payment practices, releasing payments within 35 days, and offer assistance with invoicing and compliance documentation. Where needed, we help firms navigate insurance, bonding, and contractual requirements to remove barriers to participation.<br><br>**Mentoring and Workforce Development**<br>We mentor MWBE partners through joint project reviews, lessons-learned sessions, and quarterly partnering meetings. In addition, we provide guidance on business development, marketing, and accounting practices to help strengthen overall firm capacity. Workforce development opportunities are extended through internships and job shadowing programs tied to DEN projects, connecting diverse talent to aviation careers.<br><br>**Lasting Partnerships**<br>Our past collaborations, such as supporting Group 14's transition from mentee to prime contractor at DEN, demonstrate our ability to elevate MWBE firms into leadership roles. We will continue to apply these practices to create sustainable growth for our partners. |



Denver Economic Development & Opportunity
201 W. Colfax Avenue, Suite 6C1 | Denver, CO 80202
www.denvergov.org/economicdevelopment
720-913-1999

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

# Exhibit F

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# Diversity and Inclusiveness* in City Solicitations Information Request Form

| | |
|---|---|
| **Submitted on** | 10 September 2025, 3:54pm |
| **Receipt number** | 7011 |
| **Related form version** | 6 |

## Page 1/2

| | |
|---|---|
| **Business Email Address** | ntessitore@burnsmcd.com |
| **Enter Email Address of City and County of Denver contact person facilitating this solicitation** | contract.procurement@flydenver.com |
| **Please provide the City Agency that is facilitating this solicitation:** | Denver International Airport |
| **Project Name** | On-Call Infrastructure Design |
| **Solicitation No. (If Applicable)** | 202580614 |
| **Name of Your Company** | Burns & McDonnell Engineering Company, Inc |
| **What Industry is Your Business?** | Professional |
| **Street Address** | 9191 S Jamaica St |
| **City** | Englewood |
| **State** | CO |
| **ZIP Code** | 80112 |
| **Business Phone Number** | 720-551-9941 |
| **Business Facsimile Number** | |

## Page 2/2

| | |
|---|---|
| **1. How many employees does your company employ?** | Over 100 |
| **1A. How many of your employees are full time?** | 12000 |
| **1B. How many of your employees are part time?** | 1000 |
| **2. Do you have a Diversity and Inclusiveness Program?** | Yes |

# Exhibit F

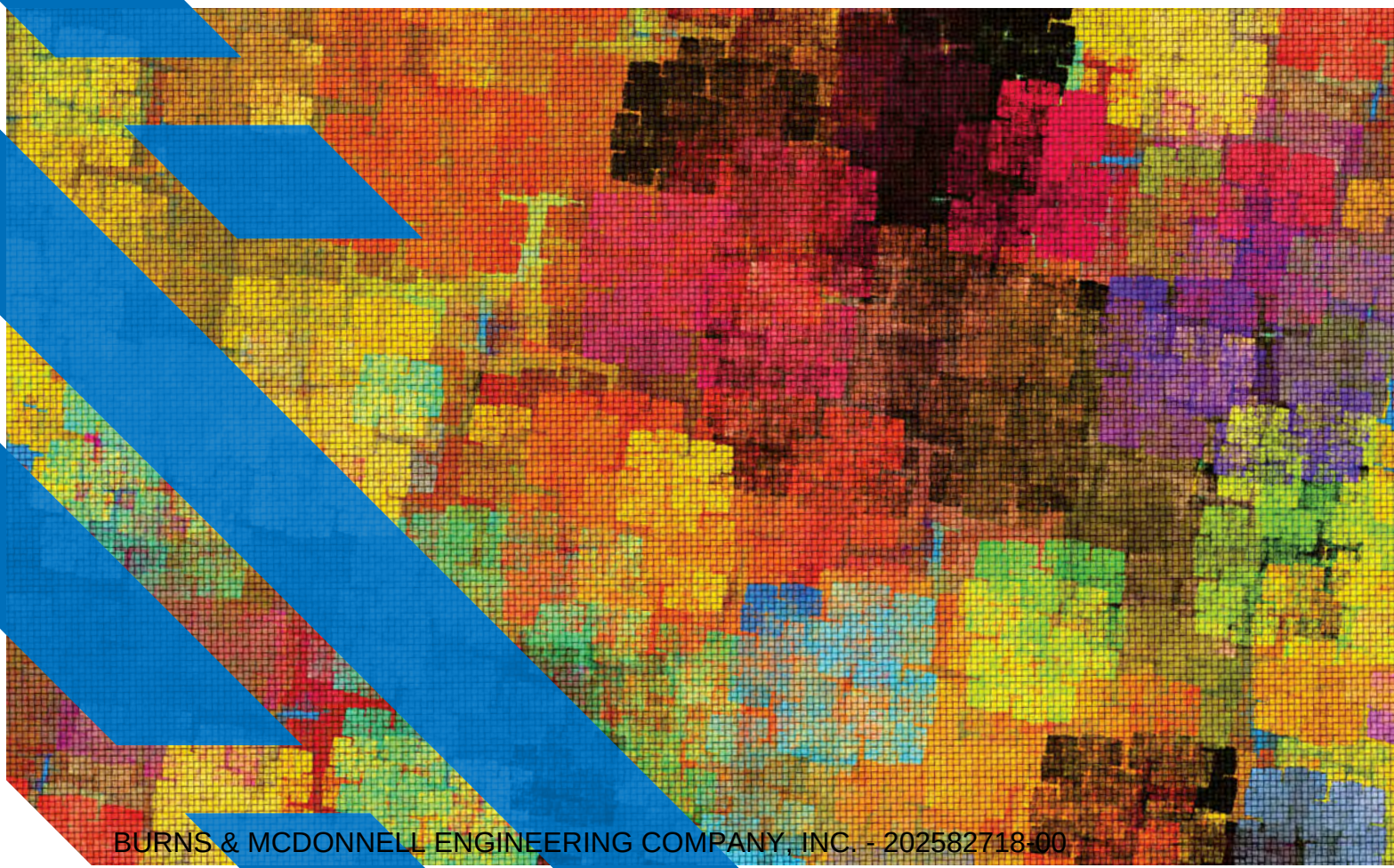
| | |
|---|---|
| **2.1. Employment and retention?** | Yes |
| **2.2. Procurement and supply chain activities? *** | Yes |
| **2.3. Customer Service?** | Yes |
| **3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) *** | See attached information. |
| **4. Does your company regularly communicate its diversity and inclusiveness policies to employees?** | Yes |
| **5. How often do you provide training and diversity and inclusiveness principles?** | Annually |
| **5.1 What percentage of the total number of employees generally participate?** | 76 - 100% |
| **6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include,for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)** | See attached information. |
| **7. Do you have a diversity and inclusiveness committee?** | Yes |
| **8. Do you have a budget for diversity and inclusiveness efforts?** | Yes |
| **9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?** | Yes |
| **10. I attest that the information represented herein is true, correct and complete, to the best of my knowledge.** | Check Here if the Above Statement is True. |
| **Name of Person Completing Form** | Hunter Knutsen |
| **Today's Date** | 09/10/2025 |
| **NOTE: Attach additional sheets or documentation as necessary for a complete response.** | Business Inclusion and Development.pdf |

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

Exhibit F

BURNS McDONNELL

# BUSINESS INCLUSION AND DEVELOPMENT



Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206






*Burns & McDonnell believes it is important to cultivate and maintain a diverse workplace and supplier base. We face tough competition every day, and we are much better competitors when we rely on the talents and skills of small and diverse business partners and a diverse workforce.*

*It is our responsibility to see that all of our employee-owners recognize the value that diversity, including supplier diversity, adds to our corporate culture.*

*We provide engineering and architectural design and construction services to clients nationwide and internationally. Our client base comprises a broad range of ethnic groups, customs and beliefs. It only makes sense to develop a diverse supplier base that provides essential materials and innovative services at competitive prices. This approach helps prepare us to exceed our clients' expectations.*

*We strive to do the right things for the right reasons. Along with supporting diverse businesses, we invest heavily in the communities we serve to improve the lives of all people.*

*We are proud of the many outstanding relationships and teaming opportunities our firm has cultivated with suppliers and support organizations throughout the country. The strength of these partnerships has built a culture of inclusion that makes Burns & McDonnell a stronger company and a more formidable competitor.*

*Sincerely,*

**RAY KOWALIK**
*CHAIRMAN AND CEO*
*BURNS & McDONNELL*

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206





# WE EXPAND OUR TEAM TO MAKE OUR PROJECTS AMAZING

## Working across the country and around the world demands broad knowledge. Our clients expect the most from us: to understand conditions, embrace local cultures and tap into applicable experience and know-how.

And that's why our engineering, architecture and construction work is built upon an approach of proactive inclusion. Our focus on maintaining and expanding our base of suppliers extends beyond complying with a law.

We count on our suppliers to provide essential materials and innovative services at competitive prices. Small businesses owned by women, veterans, minorities and other underrepresented sectors of society in the business world help prepare us to meet and exceed our clients' expectations, garnering results that are critical for the success of all.

We encourage firms of all sizes, structures and ownership to introduce your capabilities. Our door is open. By building such relationships, we strengthen our respective returns.

**If you believe you have a product or service that might meet our needs, please complete our online Supplier Registration found at burnsmcd.com/WorkWithUs.**

BURNS & MCDONNELL ENGINEERING COMPANY, INC. - 202582718-00

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

Exhibit F



Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# CORPORATE CITIZENSHIP

## You're passionate, driven, even entrepreneurial. Sounds familiar.

Because our company is 100 percent employee-owned, we foster a work culture shared by many of our suppliers and contractors: We take pride in our work.

As owners, we work to do the right things, and to do so for all the right reasons. Our investment in communities generate improvements for everyone — through our projects, of course, but also through the way we conduct and complete our business. That's why we work to create bonds with companies who value improving the communities they work within. For us, it's more than a business deal. It's about who we are.



***We're grateful Burns & McDonnell employees chose food banks as their 2016 Charity of Choice. Their generous gifts of time and money helped feed hungry families, children and seniors who live in the communities where they work. Their commitment is inspiring and will help make these communities stronger and healthier.***

**NANCY STEINACKER**
*CORPORATE ENGAGEMENT MANAGER*
*HARVESTERS*



BURNS & MCDONNELL ENGINEERING COMPANY, INC. - 202582718-00

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# PARTNERS

## Collaboration brings strengths together to produce something even better.

We work to deliver successful projects for our clients, but our work does not stop there. We want the next project to be even better. Working proactively to include diverse businesses as partners helps us continue to advance, together.

We welcome opportunities to engage students attending historically black colleges and universities/minority institutions (HBCU/MIs). Our efforts have included Donnelly College, where we helped the federally designated Hispanic and Minority Serving Institution relaunch its pre-engineering program.

We also maintain affiliations with more than a dozen other organizations and initiatives focused on supporting entrepreneurship among small and diverse businesses, from the American Association of Blacks in Energy to the Women's Business Enterprise National Council.



> ***Working for Burns & McDonnell turned us around. It was such a huge project. They taught us a lot about working on federal projects, and we couldn't thank them enough.***

**VASSAN AND VIJI PILLAI**
*OWNERS*
*PEERLESS CONSTRUCTION*

BURNS & MCDONNELL ENGINEERING COMPANY, INC. - 202582718-00

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# APPROACH

## In seeking suppliers and contractors, we look for partners who share our commitment.

And just as we compete for jobs on our past performance, we expect our potential partners to show their strength through data. That starts with safety: Our goal, on every job, is for each of our employee-owners and business partners to go home safely every night. We hold our suppliers and contractors to the same standards that we apply to ourselves, and we welcome those who are willing and able to show us they are up to the challenge.

### PROJECT SPOTLIGHT

**WORLD HEADQUARTERS EXPANSION**

*VanTrust Real Estate LLC*
*Kansas City, Missouri*

To meet expanding business needs, Burns & McDonnell teamed with Van Trust Real Estate on a project to design and build a 310,000-square-foot expansion of the Burns & McDonnell world headquarters.

The project spanned 17 months and 345,000 man-hours, with small and diverse firms among those infusing the project with energy, ideas and uniqueness to reflect Kansas City and its welcoming and hard-working character.



Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

Exhibit F





Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# WORKING TOGETHER

## At Burns & McDonnell, we encourage, enable and expect our professionals to recognize your strengths — and embrace them in our work.

We do more than discuss diversity. We embrace it. From exploring international culture through our own Diversity Week — when we welcome distinguished speakers, such as Andrew Young, a former U.N. ambassador, Atlanta mayor and civil rights leader — to our own corporate recognitions for our work with suppliers and contractors, we work to raise awareness and understanding among our employee-owners.

Our annual Supplier Diversity Awards honor partners who have worked with us to further build success and client satisfaction. The awards also inspire our project managers to continue broadening our sourcing and project-inclusion initiatives.



*Burns & McDonnell is proud to recognize the teamwork that our managers and subcontractors demonstrate. Both are key to the successful implementation of our projects. They prove that supplier diversity is at work here.*

**MICHELLE WORD**
*MANAGER OF SUPPLIER DIVERSITY*
*BURNS & McDONNELL*

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



# EVENTS

## 1 NATIONAL SMALL BUSINESS WEEK

*U.S. Small Business Administration*
*Kansas City, Missouri*

Entrepreneurs come up with great ideas, but connections can help turn them into realities that endure. We helped hundreds of such business trailblazers by co-sponsoring a National Small Business Week event at our world headquarters, one of four such events conducted nationwide by the U.S. Small Business Administration (SBA). The event drew more than 400 people, and included sessions on key small-business issues and opportunities, including exporting, becoming bankable, contracting with the federal government and managing growth dynamics. There also were plentiful networking opportunities. Among attendees was SBA Administrator Maria Contreras-Sweet, herself a former entrepreneur, having started three businesses including a community bank in downtown Los Angeles that focused on small and midsize companies.

## 2 ANNUAL INTERNAL SUPPLIER DIVERSITY AWARDS

*Diversity Week at*
*Burns & McDonnell*
*Kansas City, Missouri*

Each year, Burns & McDonnell hosts several internal supplier diversity awards receptions at various office locations. The events highlight teaming partners who participated on projects. The involvement of these firms is integral to the project's success and client satisfaction. These events also recognize internal project managers, inspiring them to continue broadening our sourcing and project inclusion initiatives.

## 3 TUCK KANSAS CITY PROGRAM

*Tuck School of Business*
*Kansas City, Missouri*

For owners of small and diverse businesses, gaining knowledge from Ivy League business faculty can help take them to the next level. The Tuck Kansas City Program — spurred by an ongoing relationship between Burns & McDonnell and the Tuck School of Business at Dartmouth College — is a 2.5-day program that helps area businesses develop managerial tools to grow and become more successful. Thirty CEOs of minority- and women-owned businesses met with Tuck faculty to receive advice and guidance on strategy, finance, accounting, organizational development, strategic marketing and more. Sponsored by our firm and five fellow area employers, the Kansas City program represents the first corporate collaboration in the country involving the school's executive education programs. Since 1980 Tuck has been operating such programs for diverse businesses, with more than 7,000 minority executive alumni.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

Exhibit F










# THE BURNS & McDONNELL DIFFERENCE

True partnerships lead to successful projects. At Burns & McDonnell, we dedicate experienced and innovative leaders to your work, beyond the specific needs of a particular job and always with safety in mind. We build long-term relationships as our people — engineers, architects, construction professionals, scientists and more — become valued extensions of your own teams, often for decades at a time. It's a point of pride that our clients find it difficult to tell the difference between a Burns & McDonnell employee and one of their own. And that's no surprise, considering that we, as employee-owners, carry the commitment of ownership: We succeed when you do.

Learn more at burnsmcd.com.

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

Exhibit F

BURNS McDONNELL

burnsmcd.com | Offices Worldwide

00582-SDL-0517

BURNS & MCDONNELL ENGINEERING COMPANY, INC. - 202582718-00

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206

# Exhibit F

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



## VI. ATTACHMENT 1, PROPOSAL FORMS

## Attachment 1, Part 1 Proposal Acknowledgement Letter

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

Proposer: Burns & McDonnell Engineering Company, Inc. Date: 9/18/25

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

In response to the Request for Proposal (RFP) dated August 20, 2025, for RFP NO. 202580614, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

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

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

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

Addenda Numbers: Addenda 001, Addenda 002, Addenda 003

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

Signature: _____

Type or print name: Nick Tessitore, Project Manager

Proposer's Business Address: 9191 S. Jamaica St, Englewood, CO 80112

E-mail address: ntessitore@burnsmcd.com

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**Attachment 1, Part 2 Proposal Data Form**

**City and County of Denver**
**Denver International Airport**
***(Please use this form)***

Proposer Name: Burns & McDonnell Engineering Company, Inc

Proposer Address: 9191 S. Jamaica St, Englewood, CO

Phone: 720.551.9941 Fax _____

Email: ntessitore@burnsmcd.com

Federal Identification Number: 43-0956142

Principal in Charge (Name & Title): Pedro Constanzo

Project Manager for this RFP (Name & Title): Nick Tessitore

Equal Employment Opportunity Officer: Leon Harden

Name(s) of Professional and Public Liability Insurance Carrier(s):

Insurance Broker: Lockton Companies, 444 West 47th Street, Suite 900, Kansas City, MO 64112

**Parent Company Information**
***(If Applicable)***

Name of Company: _____

Address: _____

Phone: _____Fax: _____

Contact Person: _____

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**Submittal is for (check one):**

- ☐ Sole Proprietorship
- ☐ Partnership
- ☑ Corporation

**If this is a corporation, then you are the (check one):**

- ☐ Subsidiary
- ☑ Parent Company

State of Incorporation: Missouri, 1970

**Is this a joint venture?**

- ☐ YES
- ☑ NO

*If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.*

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**References**
***(Provide three professional references below)***

1. Company Name: Denver International Airport
   Contact: Donald Smith, PE
   Project Title: West Gates Pond Expansion
   Email: donald.smith@flydenver.com
   Phone Number: 303-342-2663

2. Company Name: City of Chicago
   Contact: Jennifer Garcia
   Project Title: Taxilane NN2 Construction
   Email: jennifer.garcia@cityofchicago.com
   Phone Number: 773-340-0231

3. Company Name: Hollywood Burbank Airport
   Contact: Patrick Lammerding
   Project Title: Terminal Infrastructure Replacement
   Email: plammerding@bur.org
   Phone Number: 818-729-2250

**CERTIFICATION**

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

Signature _____ Title Project Manager

Print Name Nick Tessitore

Date 9/18/25

Docusign Envelope ID: 5A909591-EC41-4C98-A831-D4F75EF83206



**Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition**

**City and County of Denver**
**Denver International Airport**
***(Please use this form)***

If no disclosure required in accordance with III-15, please sign affirmation statement.

The undersign affirms that Burns & McDonnell Engineering Company, Inc (Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars ($50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

Signature  Title Project Manager

Print Name Nick Tessitore

Date 9/18/25

If disclosure is required in accordance with III-15, please use the following space to provide information. If additional space is needed, please attach additional pages.

Claims and lawsuits are relatively infrequent occurrences due to aggressive efforts in maintaining professional standards. Nonetheless, Burns & McDonnell Engineering Company, Inc. (the "Company"), while operating in the ordinary course of business and in an environment of increasing claims and lawsuits, is occasionally made a party to litigation brought by others. In the last ten (10) years, the Company has been named as a party in legal claims including employment-related claims and contractual disputes or claims for personal injury or property damage which occur in connection with services performed relating to project or construction sites. There are no judgments or liens pending against the Company. The Company has never been the subject of any criminal or bankruptcy proceeding. In the opinion of management, the outcome of any pending claim or lawsuit will not materially affect the Company's current or future financial position or results of operations, or the Company's ability to perform on projects for which it is under contract now or in the future.