

## AGREEMENT FOR ON-CALL 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 **WOOLPERT, INC.**, a Ohio corporation authorized to do business in the State of Colorado (“**Consultant**”) (collectively the “**Parties**”).

### WITNESSETH:

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

**WHEREAS**, the City desires to obtain professional geospatial support 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 Consultant; and

**WHEREAS**, Consultant’s proposal was selected for award of the contract procured under DEN On-Call Geospatial Support Services Contract No. 202054609; and

**WHEREAS**, Consultant 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:

### ARTICLE I. LINE OF AUTHORITY

The Chief Executive Officer of the Department of Aviation (the “**CEO**”), his/her designee or successor in function, 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 Planning & Design. The relevant Senior Vice President (the “**SVP**”) or his/her designee (the “**Director**”), will designate a Project Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Consultant hereunder shall be processed in accordance with the Project Manager directions.

### ARTICLE II. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES

#### A. Scope of Services.

1. Consultant shall provide professional services and deliverables for the City as designated by the CEO, and/or her designee, from time to time and as described in the attached *Exhibit A* (“**Scope of Work**”) and in accordance with this Agreement, including Task Orders, schedules and budgets set by the City.

2. All data deliverables will comply with DEN's GIS Data Standards and FAA AC 150/5300-18B - General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards or newer, as applicable.

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

**C. Standard of Performance.** Consultant and its subcontractors 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.

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

**E. Subcontractors.**

1. In order to retain, hire, and/or contract with outside subcontractors for work under this Agreement, Consultant must obtain the prior written consent of the CEO or the CEO's designee. Consultant 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 subcontractors, and any other information requested by the City.

2. 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.

3. 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.

4. Consultant is subject to Denver Revised Municipal Code ("**D.R.M.C.**") § 20-112, wherein Consultant 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 (§§ 20-107 through 20-118).

5. 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 Consultant of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

**F. Key Personnel Assignments.**

1. Consultant or its subcontractor(s) shall assign all key personnel identified in the Scope of Work or relevant Task Order to perform work under this Agreement (“**Key Personnel**”). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the SVP or his/her authorized representative.

2. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Consultant 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.

3. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel is not acceptable or that any Key Personnel is no longer needed for performance of any Task Order, the Project Manager shall notify Consultant and may give Consultant notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the Key Personnel, as applicable.

4. If Consultant fails to correct such performance, then the City may revoke its approval of the Key Personnel in question and notify Consultant that such Key Personnel will not be retained on this project. Within ten (10) days of receiving this notice, Consultant shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Consultant's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with Article IV, Section B.2.

**ARTICLE III. OWNERSHIP AND DELIVERABLES**

Upon payment to Consultant, all records, data, deliverables, and any other work product prepared by Consultant or any custom development work performed by Consultant for the purpose of performing this Agreement on or before the day of payment shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Consultant and the City, Consultant shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Consultant or otherwise saved or maintained by Consultant 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. Consultant also agrees to allow the City to review any of the procedures Consultant uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Agreement. Upon written request from

the City, Consultant shall deliver any information requested pursuant to this Article within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

#### **ARTICLE IV. TERM AND TERMINATION**

**A. Term.** The Term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”).

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

#### **C. Suspension and Termination.**

1. 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 Director, Consultant shall stop work as directed in the notice and, as directed in the notice, shall 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 Consultant. The Expiration Date shall not be extended as a result of a suspension.

2. Termination for Convenience. The City may terminate this Agreement or any Task Order at any time without cause upon written notice to Consultant from the Director.

3. Termination for Cause. In the event Consultant 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 Consultant; or
- b. Provide Consultant with written notice of the breach and allow Consultant an Opportunity to Cure.

4. Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section B.3.b of this Article, Consultant shall have five (5) days to commence remedying its defective performance. If Consultant 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 Consultant fails to cure the breach to the City’s satisfaction, then the City may terminate this Agreement or the Task Order pursuant to Article IV, Section C.3.a.



5. 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 Consultant the reasonable cost of only those services performed to the satisfaction of the CEO or his/her authorized representative prior to the notice of suspension or termination. Consultant shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Consultant has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the termination process or as provided in Section 6 below.

6. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience or this Agreement or any Task Order pursuant to Article IV, Section B.2., Consultant 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 B.5. In no event shall the total sums paid by the City pursuant to this Contract, including Sections B.5 and B.6, exceed the Maximum Contract Amount.

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

**D. Remedies.** In the event Consultant performs services under this Agreement in violation of any provision herein, Consultant shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

1. All costs of correcting and replacing any affected documents, including reproducible drawings or GIS data;
2. All removal and replacement costs of any improvements or other work installed or performed pursuant to and in accordance with documents or GIS data containing negligent errors, omissions, and/or defects; and
3. Additional costs incurred by the City, its tenants, or its other contractors arising out of Consultant's defective work.

These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Article VIII and Article X of this Agreement.

## **ARTICLE V. 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 Consultant under the terms of this Agreement for any amount in excess of the sum of **Seven Hundred Thousand Dollars and No Cents (\$700,000.00)** (“**Maximum Contract Amount**”). Consultant shall perform the services on a time and material basis or as otherwise provided in each Task Order up to the Maximum Contract Amount.

**B. Limited Obligation of City.** The obligations of the City under this Agreement shall extend only to monies encumbered for the purposes of this Agreement. Consultant 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 Consultant solely from funds of the City and County of Denver Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

**D. Basis for Consultant's Fee.** Consultant's fee is based on the time required by its professionals to complete the services under this Agreement or on another basis as provided for in a Task Order. Individual hourly rates are set forth in *Exhibit B* ("**Rates**") and may vary according to the experience and skill required. The Project Manager, in his or her sole discretion, may annually adjust the 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 Consultant's fees and expenses in accordance with this Agreement. Unless otherwise agreed to in writing, Consultant 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 or Exhibit A, on or before the fifteenth (15th) day of each month, Consultant 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 Consultant under this Agreement. In submitting an Invoice, Consultant shall:

1. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
2. Include a statement of recorded hours that are billed at an hourly rate;
3. Include the relevant purchase order ("**PO**") number related to the Invoice;
4. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;

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

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

7. Submit each Invoice via email to [ContractAdminInvoices@flydenver.com](mailto:ContractAdminInvoices@flydenver.com) within three (3) calendar days of the invoice date.

8. Late Fees. Consultant 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.

9. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Consultant's engagement and Consultant receives prior written approval of the SVP or his/her authorized representative.

**G. Timesheets.** Consultant shall maintain all timesheets kept or created in relation to the services performed under this Agreement. The City may examine such timesheets upon the City's request.

**H. Disputed Invoices.** The City reserves the right to reject and not pay any Invoice or part thereof where the SVP or his/her authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed, including any final invoice resulting from a Termination of this Agreement or any Task Order. 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 Article X.

**I. Carry Over.** If Consultant'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 Consultant if the CEO or his/her authorized representative determines such fees are reasonable and appropriate and provides written approval of the expenditure.

## ARTICLE VI. MWBE, WAGES AND PROMPT PAYMENT

### A. Minority/Women Business Enterprises.

1. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**") and any Rules or Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity ("**DSBO**") is 15%.

2. Under § 28-68 D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with

its originally achieved level of MWBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other contract modifications, or as otherwise described in § 28-70 D.R.M.C. The Consultant acknowledges that:

- a. If required by DSBO, Consultant shall develop and comply with a Utilization Plan in accordance with § 28-63 D.R.M.C. Along with the Utilization Plan requirements, the Consultant 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, Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
- 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 immediately submitted to DSBO for notification purposes.
- d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. Consultant must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Consultant shall supply to the DSBO Director all required documentation described in §§ 28-64, 25-70, and 28-73 D.R.M.C., with respect to the modified dollar value or work under the contract.
- e. Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.
- f. Should any questions arise regarding DSBO requirements, the Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

**B. Prevailing Wage.** To the extent required by law. Consultant shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, §§20-76 through 20-79, D.R.M.C. 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 Effective Date of this Agreement.

1. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Consultant will receive no additional compensation for increases in prevailing wages or fringe benefits.

2. Consultant shall provide the Auditor with a list of all subcontractors providing any services under the contract.

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

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

5. If Consultant fails to pay workers as required by the Prevailing Wage Ordinance, Consultant 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 Consultant fails to pay required wages and fringe benefits.

**C. City Minimum Wage.** To the extent required by law, Consultant shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City's Minimum Wage Ordinance, §§ 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Consultant expressly acknowledges that Consultant is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Consultant, 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.

**D. Prompt Pay.** The City will make monthly progress payments to Consultant for all services performed under this Agreement based upon Consultant's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by Consultant's own personnel, billings from subcontractors, and all other information necessary to assess the Consultant's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

1. Final Payment to Consultant shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by Consultant. The City may, at the discretion of the Director, withhold reasonable amounts from billing and

the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Consultant's compensation because of penalty, liquidated damages or other sums withheld from payments to contractor(s)/consultants.

2. **Prompt Pay of MWBE Subcontractors.** For contracts of one million dollars (\$1,000,000.00) and over, Consultant is required to comply with the Contractor Prompt Payment provisions under § 28-72, D.R.M.C., regarding prompt payments by the Consultant to MWBE subcontractors. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt by Consultant of an MWBE subcontractor's invoice.

## ARTICLE VII. INSURANCE REQUIREMENTS

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

**B.** Unless specifically excepted in writing by DEN Risk Management, if Consultant shall be using subcontractors to provide any part of the services under this Agreement, Consultant shall do one of the following:

1. Include all subcontractors performing services hereunder as insureds under its required insurance and specifically list on all submitted certificates of insurance required under *Exhibit C*; or

2. Ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in this Agreement.

**C.** The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Consultant from liabilities arising out of the performance of the terms and conditions of this Agreement by Consultant, its agents, representatives, employees, or subcontractors. Consultant shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Consultant 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 Consultant; (ii) damage, theft, or destruction of Consultant'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, §§ 24-10-101 to 120, C.R.S.,

or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

## **ARTICLE VIII. DEFENSE AND INDEMNIFICATION**

**A.** Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“**Claims**”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

**C.** Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

**D.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Consultant under the terms of this indemnification obligation. Consultant 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.

## **ARTICLE IX. 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 Consultant’s right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

## ARTICLE X. GENERAL TERMS AND CONDITIONS

**A. Status of Consultant.** Parties agree that the status of Consultant shall be an independent Consultant 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 Consultant or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

**B. Assignment.** Consultant 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 or his/her authorized representative. Any attempt by Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO or his/her authorized representative, automatically terminate this Agreement and all rights of Consultant hereunder.

**C. Compliance with all Laws and Regulations.** Consultant 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 and rules and regulations of the City.

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

1. Consultant 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. Consultant 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 Consultant prepares any documents which specify any material, equipment, process or procedure which is protected, Consultant shall disclose such patents, trademarks and copyrights in such documents.

2. Pursuant to Article VIII, Consultant 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.

**E. Notices.**

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

by Consultant to:

Chief Executive Officer  
Denver International Airport  
Airport Office Building  
8500 Peña Boulevard, 9th Floor



Denver, Colorado 80249-6340

And by the City to:

Woolpert, Inc.  
116 Inverness Drive East, Suite 107  
Englewood, CO 80112

2. 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, 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.2.

3. 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 document transmittals.

**F. 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 Consultant. 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.

**G. 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 Consultant, 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 Consultant receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

**H. 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.

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

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

**K. Cooperation with Other Consultants and Contractors.**

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

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

**L. 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.

**M. 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.

**N. Coordination and Liaison.** Consultant 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 his/her authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Consultant's work.

**O. No Authority to Bind City to Contracts.** Consultant 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.

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

**Q. Taxes and Costs.** Consultant 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.

**R. Environmental Requirements.** Consultant, 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.

1. 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), 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.

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

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

4. In the case of a release, spill or leak as a result of Consultant's activities under this Agreement, Consultant shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Consultant 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 Consultant of any pollutant or hazardous material.

## **ARTICLE XI. RECORDS RETENTION AND 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. Consultant 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.

**B. Non-Discrimination Policy.** In connection with the performance of services under this Agreement, Consultant shall not refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed,

color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Consultant further agrees to insert this provision in all subcontracts hereunder.

**C. Advertising and Public Disclosures.** Consultant 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 his/her 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. Consultant shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant'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.**

1. Consultant 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 Consultant 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 Consultant asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Consultant to the City shall be considered confidential by the City only to the extent provided in CORA, and Consultant agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

1. 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 Consultant of such request in order to give Consultant the opportunity to object to the disclosure of any material Consultant may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Consultant 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, Consultant agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Consultant does not wish disclosed. Consultant 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 Consultant’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.**

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

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

3. 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 Consultant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Consultant 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.** Consultant shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Consultant from City facilities or participating in City operations.

**G. City Smoking Policy.** Consultant 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.**

1. Consultant and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, activity or conduct which would result in a conflict of interest. Consultant represents that it has disclosed any and all current or potential conflicts of interest, including transactions, activities, or conduct that would affect the judgment, actions, or work of Consultant by placing Consultant's own interests, or the interest of any party with whom Consultant has a contractual arrangement, in conflict with those of the City.

2. 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 Consultant written notice which describes such conflict. Consultant 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.

**I. Prohibition Against Employment of Illegal Aliens to Perform Work Under this Agreement.**

1. The Agreement is subject to § 8-17.5, C.R.S., and D.R.M.C. § 20-90 and Consultant is liable for any violations as provided in said statute and ordinance.

2. Consultant certifies that:

a. At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

3. Consultant also agrees and represents that:

a. It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

b. It shall not enter into a contract with a subcontractor or subcontractor that fails to certify to Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

c. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

d. It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement and it has complied with all federal requirements regarding the use of the E-Verify program,

including, by way of example, requirements related to employee notification and preservation of employee rights.

e. If it obtains actual knowledge that a subcontractor or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. Consultant will also then terminate such subcontractor or subcontractor if within three (3) days after such notice the subcontractor or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor or subcontractor provides information to establish that the subcontractor or subcontractor has not knowingly employed or contracted with an illegal alien.

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

## **ARTICLE XII. SENSITIVE SECURITY INFORMATION**

Consultant acknowledges that, in the course of performing its work under this Agreement, Consultant 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. Consultant 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. Consultant understands any questions it may have regarding its obligations with respect to SSI must be referred to the DEN’s Security Office.

## **ARTICLE XIII. DEN SECURITY**

**A.** Consultant, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Consultant or the City by the FAA or TSA. If Consultant, 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, Consultant 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. Consultant 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 Consultant and/or its agents will be deducted directly from the invoice for that billing period.

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

## ARTICLE XIV. 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 Denver Municipal Airport System. As applicable, Consultant shall comply with the Standard Federal Assurances identified in Appendix 1.

## ARTICLE XV. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

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

- Appendix 1: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Request for Proposals and Response

**B. Order of Precedence.** In the event of an irreconcilable conflict between a provision of Article I through XV 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 1
- Article I through XVI hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

## ARTICLE XVI. CITY EXECUTION OF AGREEMENT

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

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



**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PLANE-202158904-00  
**Contractor Name:** Woolpert, 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:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

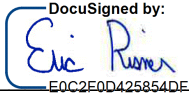
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-202158904-00  
Woolpert, Inc.

By:  \_\_\_\_\_  
E0C2E0D425854DF...

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

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

ATTEST: [if required]

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

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

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

## **Appendix No. 1**

### **Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision**

## **A5 CIVIL RIGHTS - GENERAL**

### **A5.3.1 Clause that is used for Contracts**

#### **GENERAL CIVIL RIGHTS PROVISIONS**

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

This provision binds the Contractor and 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.

## **A6 CIVIL RIGHTS – TITLE VI ASSURANCE**

### **A6.3.1 Title VI Solicitation Notice**

Title VI Solicitation Notice:

The (**Name of Sponsor**), 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, [select disadvantaged business enterprises or airport concession 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.

## **A6.4 CONTRACT CLAUSES**

### **A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements**

#### **Compliance with Nondiscrimination Requirements:**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **A6.4.2 Title VI Clauses for Deeds Transferring United States Property**

##### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

**NOW, THEREFORE**, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project

constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program**

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**

##### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or



national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities**

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

## **A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

### **A17.3 SOLICITATION CLAUSE**

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

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

## **A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

### **A20.3 CONTRACT CLAUSE**

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. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of

the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

# EXHIBIT A

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## Denver International Airport

### Planning + Design

#### Request for Proposals

#### CEXXX 2020 DEN On-Call Geospatial Support Services

#### Scope of Work

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DEN Planning and Design (P+D) is seeking an experienced team(s) that have demonstrated capabilities in Airport Geospatial Support Services including Surveying/Scanning, Civil Engineering and Cost Estimating.

DEN is a multi-platform organization, supporting GIS, AutoCAD and BIM users. The selected Consultant will supplement staff efforts to enhance those software capabilities through data creation and analysis. Consultant will provide demonstrated airport geospatial experience with cross platform data interoperability so that these different resources can all be used to better deploy available data to users. The existing ArcSDE database is the primary storage point for data which is used on the various platforms for design related tasks.

Although exact duties will be determined through a Task Authorization and may vary from the list below, Consultant will demonstrate a team capable of providing professional expertise in the subject areas identified below:

#### **Airport Geospatial (GIS) Surveying/Data Management/Analyses/Modeling**

- Planimetrics
- Schema Development
- Data Collection and Attribution
- Data conversion (AutoCAD, BIM, GIS)
- 3D analysis
- Custom Mapping and analyses
- System Support
- Automation and Scripting (e.g. Python for ArcGIS)
- Indoor and Outdoor Geospatial data/tools/models (e.g. ArcGIS Indoor, ArcGIS Urban)
- 3<sup>rd</sup> party Geospatial data interoperability (e.g. Apple, Google, etc.) standard

### **Surveying/Civil Engineering/Cost Estimation**

- LiDAR/3D Scanning capabilities -collection of data, including surveys, LiDAR scanning and downloads from existing sources
- Post processing
- FAA Airport Exhibit A Surveys
- Civil 3D studies
- Cost Estimating of proposed Planning projects such as cut/fill requirements, horizontal work (runways, taxiways), vertical facilities, utilities, etc.

### **FAA Advisory Circular 150/5300-18C *Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS Compliance:***

- Aerial Orthophotos
- Digital Terrain Models (DTM)
- Digital Elevation Models (DEM)

**Exhibit B****Woolpert, Inc.****Core Staff Labor Rate Schedule**

	Select the Consultant / Company (Use the elevator bar to get to the top of the list)	Enter the Employee Name	Select the appropriate Job Title	If "Other" is selected in column 'D' enter actual Job Title	Select the appropriate Experience Level	Hourly Rate Charged to the City
1	Woolpert - Home	Tom Mackie	Engineer 8		Level V, Managerial	\$237.14
2	Woolpert - Home	Ed Copeland	Engineer 8		Level V, Managerial	\$295.15
3	Woolpert - Home	Todd Andrews	Project Manager		Level IV, Supervisory	\$145.06
4	Woolpert - Home	David Hall	Other	Survey Phase Manager	Level III, Full Experience	\$110.25
5	Woolpert - Home	Dan Kuxhausen	Other	Survey Phase Manager	Level IV, Supervisory	\$117.78
6	Woolpert - Home	Gary Bilow	Other	Survey Phase Manager	Level IV, Supervisory	\$140.09
7	Woolpert - Home	Mike Zarlengo	Other	Project Surveyor	Level IV, Supervisory	\$138.81
8	Woolpert - Home	Brandon Lee	Other	Project Surveyor	Level IV, Supervisory	\$140.15
9	Woolpert - Home	Dave Kuxhausen	Other	Project Surveyor	Level V, Managerial	\$206.41
10	Woolpert - Home	Ben Gonzales	Engineer 6			
11	Woolpert - Home	Eric Risner	Other	Data Specialist	Level V, Managerial	\$208.82
12	Woolpert - Home	Sean Kampe	Other	Certified Photogrammetrist	Level III, Full Experience	\$117.65
13	Woolpert - Home	Radha Kandukuri	Other	Certified Photogrammetrist	Level III, Full Experience	\$134.86
14	Woolpert - Home	Zach Shuman	Other	UAS Specialist	Level III, Full Experience	\$134.46
15	Woolpert - Home	Greg Dyer	Other	Airspace Specialist		
16	Woolpert - Home	Cheryl Spencer	Other	GIS Senior Analyst	Level III, Full Experience	\$158.71
17	Woolpert - Home	Ryan Butler	Other	GIS Senior Analyst	Level III, Full Experience	\$156.21
18	Woolpert - Home	Darren Johnson	Other	GIS Senior Analyst	Level III, Full Experience	\$159.80
19	Woolpert - Home	Emily St. Clair	Other	GIS Senior Analyst	Level II, Developmental	\$103.96
20	Woolpert - Home	Maria Muia	Planner/Scheduler		Level III, Full Experience	\$184.37
21	Woolpert - Home	Bryan DeJesus	Application Analyst		Level III, Full Experience	\$205.63
22	Woolpert - Home	Angie Causey	Application Analyst		Level III, Full Experience	\$195.69
23	Woolpert - Home	Jason McCollum	Application Analyst		Level III, Full Experience	\$197.73
24	Woolpert - Home	Joseph McFadden	Application Analyst		Level II, Developmental	\$124.43
25	Woolpert - Home	Lynda Nwankwo	Application Analyst		Level II, Developmental	\$150.29
26	Woolpert - Home	Tim Chrismer	CAD Drafter 4		Level III, Full Experience	\$103.34
27	Woolpert - Home	Ethan Schreuder	CAD Drafter 3		Level II, Developmental	\$87.19
28	Woolpert - Home	Brandon Murphy	CAD Drafter 4		Level III, Full Experience	\$99.19
29	Woolpert - Home	Mike Morgan	CAD Drafter 3		Level II, Developmental	\$90.08
30	Woolpert - Home	Calvin Johnson	CAD Drafter 4		Level III, Full Experience	\$100.87
31	Woolpert - Home	Aneta Calle-Zaczek	CAD Drafter 4		Level III, Full Experience	\$96.79
32	Woolpert - Home	Ryan Smith	CAD Drafter 4		Level III, Full Experience	\$100.54
33	Woolpert - Home	Michael Clancy	CAD Drafter 3		Level II, Developmental	\$80.93
34	Woolpert - Home	Davis Shortt	CAD Drafter 4		Level III, Full Experience	\$92.78
35	Woolpert - Home	Tyler Kobryn	CAD Drafter 2		Level II, Developmental	\$75.67
36	Woolpert - Home	Abigail Castle	CAD Drafter 3		Level II, Developmental	\$91.07
37	Woolpert - Home	Dean Bowman	Other	Photogrammetry Tech	Level III, Full Experience	\$93.01
38	Woolpert - Home	Dennis Maloney	Other	Photogrammetry Tech	Level III, Full Experience	\$75.74
39	Woolpert - Home	Scott Phelps	Other	Photogrammetry Tech	Level III, Full Experience	\$101.76
40	Woolpert - Home	Andre Barrett	Other	Photogrammetry Tech	Level III, Full Experience	\$94.16
41	Woolpert - Home	Bob Jones	Other	Photogrammetry Tech	Level III, Full Experience	\$89.03
42	Woolpert - Home	Mick Tani	Other	Photogrammetry Tech	Level III, Full Experience	\$86.33
43	Woolpert - Home	John Broz	Other	Photogrammetry Tech	Level III, Full Experience	\$84.72
44	Woolpert - Home	Mike O'Loughlin	Other	Photogrammetry Tech	Level III, Full Experience	\$91.13
45	Woolpert - Home	Rob Denman	Other	Photogrammetry Tech	Level III, Full Experience	\$97.81
46	Woolpert - Home	Cliff Sears	Other	Photogrammetry Tech	Level III, Full Experience	\$84.72
47	Woolpert - Home	Bob Brooks	Other	Photogrammetry Tech	Level III, Full Experience	\$105.15
48	Woolpert - Home	Jeff Meyer	Other	Photogrammetry Tech	Level III, Full Experience	\$100.44
49	Woolpert - Home	Didi Tacovic	Other	Photogrammetry Tech	Level III, Full Experience	\$94.42
50	Woolpert - Home	Corey Ochsman	Other	LiDAR Technician	Level IV, Supervisory	\$124.92
51	Woolpert - Home	John Withers	Other	LiDAR Technician	Level IV, Supervisory	\$115.97
52	Woolpert - Home	Michael Schneider	Other	LiDAR Technician	Level III, Full Experience	\$97.32
53	Woolpert - Home	Bob Klopfer	Other	LiDAR Technician	Level III, Full Experience	\$67.54
54	Woolpert - Home	Laila Barr	Engineering Technician IV		Level III, Full Experience	\$114.69
55	Woolpert - Home	Tanner Church	Engineering Technician III		Level II, Developmental	\$72.38
56	Woolpert - Home	Volkan Akbay	Engineering Technician IV		Level IV, Supervisory	\$115.22
57	Woolpert - Home	Brandon McKenzie	Engineering Technician IV		Level IV, Supervisory	\$126.96
58	Woolpert - Home	Rachel Johnson	Engineering Technician IV		Level III, Full Experience	\$122.22
59	Woolpert - Home	Ryan Bowe	Engineering Technician IV		Level IV, Supervisory	\$131.34
60	Woolpert - Home	Ryan McCroskey	Engineering Technician IV		Level IV, Supervisory	\$129.96
61	Woolpert - Home	Tim Ohlemeyer	Engineering Technician IV		Level III, Full Experience	\$115.94
62	Woolpert - Home	Pete Greer	Party Chief		Level III, Full Experience	\$80.93
63	Woolpert - Home	Zachary Hearon	Party Chief		Level IV, Supervisory	\$96.46
64	Woolpert - Home	Nick Puffer	Party Chief		Level III, Full Experience	\$72.38
65	Woolpert - Home	Patrick Bickel	Party Chief		Level III, Full Experience	\$75.67
66	Woolpert - Home	Martina Muldrew	Administrative Assistant		Level I, Entry	\$60.40

67	Aclarity, Inc.	Elizabeth Young	Partner / Principal		Level I, Entry	\$164.88
68	Aclarity, Inc.	Victor Young	Other	Project Manager	Level I, Entry	\$151.69
69	Arora Engineers, Inc.	Randy Murphy	Other	Discipline Lead, Geospatial Sys	Level V, Managerial	\$227.43
70	Arora Engineers, Inc.	Thomas Tiner	Other	Geospatial Practice Solutions M	Level IV, Supervisory	\$212.94
71	Arora Engineers, Inc.	Savannah Sill	Other	GIS Specialist	Level III, Full Experience	\$90.22
72	HCL Engineering & Surveying, LLC - Home	James Bocina	Party Chief		Level III, Full Experience	\$86.94
73	HCL Engineering & Surveying, LLC - Home	Neal Bohnen	Engineer 7		Level IV, Supervisory	\$139.34
74	HCL Engineering & Surveying, LLC - Home	Chad Buelter	Engineer 3		Level III, Full Experience	\$76.62
75	HCL Engineering & Surveying, LLC - Home	Jason Dahnke	Engineer 9/Department Head		Level V, Managerial	\$143.51
76	HCL Engineering & Surveying, LLC - Home	Scott Donahoe	Party Chief		Level III, Full Experience	\$95.63
77	HCL Engineering & Surveying, LLC - Home	Desmond Duran	Party Chief		Level IV, Supervisory	\$104.33
78	HCL Engineering & Surveying, LLC - Home	Andres Estrada	Land Surveyor		Level IV, Supervisory	\$123.17
79	HCL Engineering & Surveying, LLC - Home	Josh Harrell	CAD Drafter 4		Level III, Full Experience	\$101.43
80	HCL Engineering & Surveying, LLC - Home	DC Hazen	Engineer 6		Level III, Full Experience	\$106.79
81	HCL Engineering & Surveying, LLC - Home	Dominic Herrera	Architectural Department Head (Non-Partner/Principal)		Level V, Managerial	\$125.40
82	HCL Engineering & Surveying, LLC - Home	Jasper Herrera	Partner / Principal		Level V, Managerial	\$334.40
83	HCL Engineering & Surveying, LLC - Home	Casey Keller	Engineer 2		Level II, Developmental	\$86.94
84	HCL Engineering & Surveying, LLC - Home	Lee Lovell	Land Surveyor		Level IV, Supervisory	\$120.56
85	HCL Engineering & Surveying, LLC - Home	Tabata Lua	Engineer 2		Level II, Developmental	\$76.07
86	HCL Engineering & Surveying, LLC - Home	Mike Maik	Engineer 4		Level III, Full Experience	\$102.42
87	HCL Engineering & Surveying, LLC - Home	Kim Martin	Engineer 9/Department Head		Level V, Managerial	\$131.66
88	HCL Engineering & Surveying, LLC - Home	Tommy Meeks	Land Surveyor		Level IV, Supervisory	\$109.43
89	HCL Engineering & Surveying, LLC - Home	Caleb Rapp	Engineer 3		Level III, Full Experience	\$86.74
90	HCL Engineering & Surveying, LLC - Home	Andrew Renner	Engineer 6		Level III, Full Experience	\$114.12
91	HCL Engineering & Surveying, LLC - Home	Giovanni Rodriguez	Instrument Technician		Level II, Developmental	\$52.16
92	HCL Engineering & Surveying, LLC - Home	Marco Rodriguez	Party Chief		Level III, Full Experience	\$89.84
93	HCL Engineering & Surveying, LLC - Home	Ubaldo Rodriguez	Party Chief		Level III, Full Experience	\$81.14
94	HCL Engineering & Surveying, LLC - Home	Andres Schmeda	Engineer 2		Level II, Developmental	\$69.55
95	HCL Engineering & Surveying, LLC - Home	Julian Sisneros	Land Surveyor		Level V, Managerial	\$181.13
96	HCL Engineering & Surveying, LLC - Home	Garrett Taylor	Architect VI		Level IV, Supervisory	\$108.68
97	HCL Engineering & Surveying, LLC - Home	Rafael Toro	Instrument Technician		Level II, Developmental	\$52.16
98	HCL Engineering & Surveying, LLC - Home	Kalen Turner	Engineer 3		Level II, Developmental	\$94.74
99	HCL Engineering & Surveying, LLC - Home	Brian Vasquez	Party Chief		Level III, Full Experience	\$88.39
100	HCL Engineering & Surveying, LLC - Home	Alex White	CAD Drafter 3		Level III, Full Experience	\$86.94
101	HCL Engineering & Surveying, LLC - Home	Jadon Zedrick	Instrument Technician		Level I, Entry	\$43.47
102	HCL Engineering & Surveying, LLC - Home	Jason Zedrick	Party Chief		Level III, Full Experience	\$86.94
103	Planning Technology, Inc.	Robert Ori	Partner / Principal		Level V, Managerial	\$211.47
104	Planning Technology, Inc.	Iraniel Salva	Programmer		Level II, Developmental	\$159.39
105	Planning Technology, Inc.	John Tate	Programmer		Level III, Full Experience	\$185.43
106	Planning Technology, Inc.	Todd Baker	Programmer		Level III, Full Experience	\$185.43
107	CAD Concepts (dba CCI Engineering Service	Jorge Quiroz	Other	BIM Director	Level V, Managerial	\$218.66
108	CAD Concepts (dba CCI Engineering Service	Stephen Curless	Other	System Analyst	Level III, Full Experience	\$122.61
109	CAD Concepts (dba CCI Engineering Service	Brenden Bartelt	Engineer 6		Level IV, Supervisory	\$144.47
110	Matrix Design Group, Inc.	Chris Martin	Other	Director of GIS Services	Level V, Managerial	\$119.13
111	Matrix Design Group, Inc.	Eric Ruberson	Other	GIS Analyst	Level III, Full Experience	\$79.22
112	Matrix Design Group, Inc.	Austen Cutrell	Other	GIS Analyst	Level III, Full Experience	\$82.38
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**EXHIBIT C**

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

**A. Certificate Holder**

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

**B. Acceptable Certificate of Insurance Form and Submission Instructions**

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

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

**C. Coverages and Limits**

1. Commercial General Liability:

Consultant 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 annual aggregate. Coverage shall include contractual liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.

2. Business Automobile Liability:

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

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Consultant does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. The policy must not contain an exclusion related to operations on airport premises.
- d. If transporting waste, hazardous material, or regulated substances, Consultant shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
- e. If Consultant is an individual or represents that Consultant does not own any motor vehicles and/or Consultant's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
- f. If Consultant will be completing all services to DEN under this Agreement remotely, this requirement will be waived.



3. **Workers' Compensation and Employer's Liability Insurance:**  
Consultant 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. If Consultant is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act.
4. **Professional Liability (Errors and Omissions) Insurance:**  
Consultant shall maintain a minimum limit of \$1,000,000 each claim and annual aggregate, providing coverage for all applicable professional services outlined in this Agreement.
5. **Network Security, and Privacy Liability (Cyber):**  
Consultant shall maintain a limit no less than \$1,000,000 each claim and annual aggregate; \$1,000,000 each claim and annual aggregate including cyber liability, network security, privacy liability and product failure coverage.
  - a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.
6. **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 and/or Contract Number and project description shall be noted on the Certificate of Insurance.

**E. Additional Insured**

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

**F. Waiver of Subrogation**

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

**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 coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.

3. If such written notice is unavailable from the insurer or afforded as outlined above, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification.

## H. Additional Provisions

1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the Consultant.
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. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included.
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City, excluding Professional Liability and Workers' Compensation policies, if required.
5. The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Lessee. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
6. All policies shall be written on an occurrence form. If an occurrence form is unavailable, claims-made coverage may 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 discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
7. Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required minimum per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage remains in force.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to the City at the time Consultant 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 set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Consultant is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
12. No material changes, modifications or interlineations to insurance coverage shall be allowed without the review and approval of DEN Risk Management.
13. Consultant shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
14. Consultant's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.



## EXHIBIT D

# REQUEST FOR PROPOSALS

ON-CALL GEOSPATIAL SUPPORT SERVICES

NO. 202054609

NOVEMBER 3, 2020

Woolpert, Inc.  
Contract No. 202158904-00

DENVER INTERNATIONAL AIRPORT

**REQUEST FOR PROPOSALS (RFP)**

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

Contract Administrator (CA): Paul Gilchrist  
 E-Mail: [contract.procurement@flydenver.com](mailto:contract.procurement@flydenver.com)

Request for Proposals # 202054609

**PROPOSALS MUST BE RECEIVED BY: DECEMBER 8, 2020 by 2:00PM 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 (Mountain Time Zone).

Event	Date
RFP Advertisement	November 3, 2020
Pre-Proposal Conference	November 10, 2020 3:00PM MST
Last Date to Submit Written Questions	November 18, 2020 by 2:00PM MST
Proposal Due Date	December 8, 2020 by 2:00PM MST

Pre-Proposal Conference –OPTIONAL

An optional Pre-Proposal Conference will be held virtually via a Microsoft Teams Meeting at 3:00 PM LOCAL TIME on Tuesday, November 10, 2020. Please click on the following link to access the meeting.

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MmM5MjkwZDQqZTQ3NC00MmZILWEyNjQtYzFjMjM2YTg1ZDk2%40thread.v2/0?context=%7b%22Tid%22%3a%2279c62162-b85e-4b0e-a863-eba7817ad70d%22%2c%22Oid%22%3a%22c93201c6-e7c0-45b3-ba4c-973dedb48927%22%2c%22IsBroadcastMeeting%22%3atrue%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MmM5MjkwZDQqZTQ3NC00MmZILWEyNjQtYzFjMjM2YTg1ZDk2%40thread.v2/0?context=%7b%22Tid%22%3a%2279c62162-b85e-4b0e-a863-eba7817ad70d%22%2c%22Oid%22%3a%22c93201c6-e7c0-45b3-ba4c-973dedb48927%22%2c%22IsBroadcastMeeting%22%3atrue%7d)

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 2:00 PM LOCAL TIME on Wednesday, November 18, 2020 and shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website. All questions and answers will be posted on the BidNet website at the link below following the deadline for submittal of questions.

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

### Proposal Submittal

The proposal shall be prepared in accordance with the Instructions to Proposers 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:

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

Proposals are due by 2:00 PM LOCAL TIME on Tuesday December 8, 2020. Proposals received after this time will be rejected by the City and returned to the Proposer.

### Minority and Women-Owned Business Enterprise Participation

Article V, Chapter 28, of the Denver Revised Municipal Code (D.R.M.C.), states the Director of the Division of Small Business Opportunity has the authority to establish a project goal for services contracted by the City and County of Denver. The specific goal for this project is:

#### **15% Minority and Women-Owned Business Enterprise (MWBE) Participation Goal**

Project goals must be met with certified participants as set forth in Section 28-127, D.R.M.C., or through the demonstration of a sufficient good faith effort under Section 28-128, D.R.M.C. A draft utilization plan is a required submittal as part of the response to this RFP and it will be scored. DSBO's approval of the utilization plan will be required prior to receiving an executed contract or notice to proceed.

### General Statement of Work

Denver International Airport (DEN) Planning and Design (P+D) is seeking an experienced team(s) that have demonstrated capabilities in airport geospatial support services including surveying/scanning, civil engineering and cost estimating.

DEN is a multi-platform organization, supporting geographic information system mapping (GIS), AutoCAD and building information modeling (BIM) users. The selected consultant(s) will supplement staff efforts to enhance those software capabilities through data creation and analysis. The consultant(s) will have demonstrated airport geospatial experience with cross platform data interoperability so that these different resources can all be used to better deploy available data to users. The existing ArcSDE (spatial database engine) database is the primary storage point for data which is used on the various platforms for design related tasks.

Although exact duties will be determined through a Task Authorization and may vary from the broad list below, the consultant will demonstrate a team capable of providing professional expertise in the subject areas including airport geospatial surveying, data management, analyses, modeling, surveying, civil engineering, cost estimation, and FAA AC 150/5300 18C survey and data compliance.

**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
  
- Proposal Forms - all complete and signed
  - Proposal Acknowledgement Letter – filled out completely and acknowledge all addenda
  - Proposal Data Form
  - Disclosure of Legal & Administrative Proceedings & Financial Conditions
  - Form W-9
  - Certificate of Good Standing
  
- DSBO Forms
  - Commitment to MWBE Participation
  - 1B – List of Proposed Subcontractors, Subconsultants, and/or Suppliers
  
- Diversity Survey
  - Diversity and Inclusiveness in City Solicitations (online survey – include the completed survey with your proposal submission)
  
- Financial Forms (to be submitted as separate electronic files from the proposal)
  - Submittal 2
  - Exhibit E

**REQUEST FOR PROPOSAL**

NO. 202054609

**ON-CALL GEOSPATIAL SUPPORT SERVICES**

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## **I. CITY, AIRPORT AND PROJECT OVERVIEW**

The values of equity, diversity, inclusivity, and sustainability are inherent to Denver's strategy to develop and maintain prosperous communities. Consequently, these values are imbedded into all of Denver's procurement processes to ensure competitive procurement that offers equitable opportunities for all potential proposers, including greater contracted participation for minority, women-owned, and small businesses to ensure Denver's long-term economic, social, and environmental health. It is the City's expectation that all successful proposers demonstrate their commitment to 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 approach, proven experience, ability to perform work, costs, and pricing.

The City's values may be demonstrated through but are not limited to: (a) workforce expansion; (b) utilization of minority, women-owned, and small business community separate from required certified goals; and (c) environmental sustainability.

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 Q1 2021 and has a scheduled duration of approximately three (3) years with two (2) optional extension 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.

### **DESCRIPTION**

Denver International Airport (DEN) Planning and Design (P+D) is seeking an experienced team(s) that have demonstrated capabilities in airport geospatial support services including surveying/scanning, civil engineering and cost estimating.

DEN is a multi-platform organization, supporting geographic information system mapping (GIS), AutoCAD and building information modeling (BIM) users. The selected consultant(s) will supplement staff efforts to enhance those software capabilities through data creation, analysis and new toolsets. The consultant(s) will have demonstrated airport geospatial experience with cross platform data interoperability so that these different resources can all be used to better deploy available data to users.

Although exact duties will be determined through Task Authorizations and may vary from the broad list below, the consultant will demonstrate a team capable of providing professional expertise in the subject areas including airport geospatial surveying, data management, analyses, modeling, surveying, civil engineering, cost estimation, and compliance with FAA Advisory Circular 150/5300-18B.

## **II. SCOPE OF WORK**

DEN Planning and Design (P+D) is seeking an experienced team(s) that have demonstrated capabilities in Airport Geospatial Support Services including Surveying/Scanning, Civil Engineering and Cost Estimating.

DEN is a multi-platform organization, supporting GIS, AutoCAD and BIM users. The selected Consultant will supplement staff efforts to enhance those software capabilities through data creation and analysis. Consultant will provide demonstrated airport geospatial experience with cross platform data interoperability so that these different resources can all be used to better deploy available data to users. The existing ArcSDE database is the primary storage point for data which is used on the various platforms for design related tasks. Although exact duties will be determined through a Task Authorization and may vary from the list below, Consultant will demonstrate a team capable of providing professional expertise in the subject areas identified below:

### **Airport Geospatial (GIS) Surveying/Data Management/Analyses/Modeling**

- Aerial Photography, as well as Planimetrics, Digital Elevation/Terrain Models, etc.
- Schema Development and Updates
- Data Collection and Attribution
- Data conversion (AutoCAD, BIM, GIS)
- 3D analysis
- Custom Mapping and analyses
- System Support
- Automation and Scripting
- Indoor and Outdoor Geospatial data/tools/models (e.g. ArcGIS Indoor, ArcGIS Urban)
- 3<sup>rd</sup> party Geospatial data interoperability (e.g. Apple, Google, etc.) standard
- Quality checks to ensure compliance with FAA AGIS requirements

### **Surveying/BIM/Civil Engineering/Cost Estimation**

- Interior and exterior LiDAR/3D Scanning
- Post processing and model updates (GIS, Civil 3D and Revit)
- FAA Airport Exhibit A Surveys
- Civil 3D studies
- Cost Estimating of proposed Planning projects such as cut/fill requirements, horizontal work (runways, taxiways), vertical facilities, utilities, etc.

### **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 Sample Contract and 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.

#### **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 in order to be aware of changes, communications and/or addenda to bids.

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 in writing in WORD format (*no PDFs please*) or in the body of an email 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 DEN Website by the deadline for submittal of questions. DEN will not accept or respond to oral inquiries except for those made at the Pre-Proposal Conference. The only 'official' responses are those that are posted to the DEN 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, read all addenda, posted decisions and other information items relevant to the RFP which appeared on the DEN BidNet Website to see if addenda have been issued or may also contact the DEN Contract Administrator, Paul Gilchrist by email at [contract.procurement@flydenver.com](mailto:contract.procurement@flydenver.com).

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 RFQs, RFPs and IFBs
- B. Status of RFQs, RFPs and IFBs
- C. RFP addenda
- D. Incidental project information is available for viewing and printing, which includes:
  - a. Plan holder's list
  - b. Pre-Proposal/Pre-Bid Conference attendance list
  - c. Questions and Answers

Incidental project information listed in item D., above, will only be available online at the DEN BidNet Website and will not be mailed.

### **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 right to waive any informality or irregularity in any proposal it receives and to be the sole judge of the merits of the proposals it receives. Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other proposers; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible." The Contract Administrator may waive such informalities or allow any proposer to correct them depending on which is in the best interest of DEN. If a proposer is allowed to correct an informality, the proposer will be notified of the allotted time to correct the minor informality by DEN's Contract Administrator. Failure to correct the minor informality by the Proposer may result in their proposal being deemed non-responsive.

### **III-9 Confidentiality of Records**

Documents submitted to or created by DEN in response to this RFP are subject to the Colorado Open Records Act (C.R.S. § 24-72-201 *et seq.*) ("CORA"). In accordance with the Denver Revised Municipal Code, all documents submitted to or created by DEN in response to this RFP are confidential and privileged, and

may not be inspected until an award is made or the solicitation is ended by DEN. An award is made when DEN formally executes a contract resulting from this solicitation. A solicitation is ended when the CEO declares the solicitation ended.

Proposals will be opened to avoid disclosure of contents to competing proposers during the process of negotiating and making an award. A register of proposers will be prepared and made available to the public after the proposals have been submitted.

CORA provides certain information deemed confidential, including commercial and financial data or privileged, proprietary, copyrighted information, or which describes trade secrets, is exempt from public disclosure. In the event of a request to DEN for disclosure of such information, time, and circumstances permitting, DEN will make a good faith effort to advise proposers of such request and provide an opportunity to identify and object to disclosure of any material proposers consider confidential, proprietary, or otherwise exempt from disclosure pursuant to CORA. In the event Proposers' objects to disclosure, DEN, in its sole and absolute discretion, or Proposer may file an application to the Denver District Court for a determination of whether disclosure is required or exempted as provided for in CORA. In the event a lawsuit to compel disclosure is filed prior to DEN's application, DEN will tender all such requested material to the court for judicial determination and Proposer may intervene if it objects to production of the material. Proposers agrees to defend, indemnify, and hold harmless DEN, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of a Proposer's objection to disclosure including prompt reimbursement to DEN of all reasonable attorney fees, costs, and damages DEN may incur directly or may be ordered to pay by such court if DEN withheld information or records at Proposer's request.

### **III-10 Proposer Agreements**

Proposers may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the Proposer desires to be included as part of 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 do not agree on the inclusion of the supplemental terms and conditions, DEN may: 1) enter into a contract with the apparent successful proposer without the agreements submitted by the proposer; or 2) DEN may enter into a contract with another responsive proposer. ***DEN's Required Contract Provisions, as set forth on the cover page to the sample agreement, are not subject to modification.***

### **III-11 Minority Business Enterprise and Women Business Enterprise Participation**

The City is committed to advancing its vision of small business equity and sustainability through growing the capacity of our small, minority and women-owned businesses, which shall include certified small, minority, and women-owned businesses. The City will provide significant opportunities among these businesses and ensure they benefit from the contract. Aligning with the Division of Small Business Opportunity ("DSBO") mission to strengthen the City's small, minority, and women-owned business community, this contract's small business engagement initiatives are intended as a part of the City's commitment to ensure, small, minority, and women-owned businesses are actively and impactfully participating throughout the life of the Project.

Article V, Chapter 28, of the Denver Revised Municipal Code (D.R.M.C.), referred to as the "Goods and Services Ordinance" and any Rules or Regulations promulgated pursuant thereto apply to this

Procurement and are incorporated into these Procurement Documents by reference. Under the Goods and Services Ordinance, the Director of the Division of Small Business Opportunity (“Director”) has the authority to establish participation goals for contracts and purchase orders for the purchase of services by the City and County of Denver. The participation goal is stated in the Instructions. In order to comply with the submittal requirements, the Commitment to MWBE Participation Form and MWBE Utilization Plan must be submitted. The execution of the contract will be conditioned on a DSBO Approved MWBE Utilization Plan.

1. Failure by the contractor/consultant awarded the contract to comply with Goods and Services Ordinance requirements during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the vendor, as deemed appropriate by DSBO. Copies of the Goods and Services Ordinance and its accompanying Rules and Regulations are available for the use and review by proposers from DSBO, as well as additional MWBE Guidance which can be found here: <https://www.denvergov.org/dsbo>.
2. The Submitter shall submit completed DSBO Form entitled: Commitment to MWBE Participation and 1B – List of Proposed Subcontractors, Subconsultants and/or Suppliers. The Submitter shall submit a Commitment to MWBE Participation for the participation goal assigned to this project. The 1B - List of Proposed Subcontractors, Subconsultants and/or Suppliers shall include identified certified firms, that will be utilized on this project. The committed participation level will be inserted into the contract and the Proposer must comply during the life of the contract.
3. The MWBE Utilization Plan, is the Proposer’s written approach and strategy to the overall administration of their MWBE Program (including the expectations of the lower tier MWBE contractors). DSBO will review and score each proposer(s) submitted utilization plan. The selected proposer(s) shall collaborate with DSBO on an approved utilization plan. Upon Approval by DSBO of the Proposed Utilization Plan, the Proposed Utilization Plan shall be referred to as the “Approved Utilization Plan.” Thereafter, the consultant is required to prepare and submit to DSBO an updated MWBE Utilization Plan, on a minimum of an annual basis for DSBO approval throughout the contract duration. The contractor/consultant will be required to comply with the MWBE Ordinance, any Rules and Regulations and the most current DSBO approved version of the MWBE Utilization Plan and the contents within such plan.

The MWBE Utilization Plan should be innovative and comprehensive, describe an open, transparent, responsive approach and address the program fundamentals listed below:

1. Identify key personnel (name, title, email, and phone number) and their duties as it relates to the execution to the components of the Utilization Plan, specifically:
  - B2GNow (Small Business Certification and Contract Management System) User,
  - Project Manager(s),
  - Controller,
  - Superintendent (if applicable), and
  - Outreach/Community Engagement Coordinator (if applicable).
2. Provide creative strategies to incorporate new MWBE partners inclusive of but not limited to: provide an ongoing list of certified firms that provide capability statements and which of those certified firms were contacted regarding solicitations related to this project;

3. Provide details of small business initiatives, technical assistance and support services; such as, bonding assistance, mentoring programs, joint ventures, etc. that may be utilized on the project;
4. Define how MWBE participation will be solicited, the subcontracting process, program and incorporated into the Proposer's overall procurement process and retain documentation of such solicitation efforts such as distribution lists for invitation to bids, list of bidders, and awardees; how bid selections are made and keeping a record of each
5. Outline the debriefing process; how unsuccessful bidders are notified; and documentation of reasoning is retained
6. Outline the communication process and involvement efforts of the MWBE subcontractors to ensure alignment of scheduling, safety requirements, owner direction, and performance expectations. Please include the mediation processes should performance issues or prompt payment disputes arise.
7. Provide examples of up to a maximum of 5 projects where the Proposer has been successful in promoting the participation of small, minority and women-owned businesses. Please include what the contract participation goal was and if you met and/or exceeded that goal. Also, provide a list of certified firms that were utilized and any supportive services/technical assistance, i.e. bonding assistance, mentor-protégé programs, that were provided to small businesses to assist with meeting the goal.

Copies of the MWBE Ordinance and its accompanying Rules and Regulations are available for the use and review of proposers, as well as additional MWBE Guidance which can be found here: <https://www.denvergov.org/dsbo>. Proposers are encouraged to contact DSBO by phone at (720) 913-1999 or by email at [dsbo@denvergov.org](mailto:dsbo@denvergov.org) with specific questions related to compliance with this ordinance.

### **III-12 Certification of Independent Price and Work Determination**

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 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. He/She is the person in the Proposer's organization responsible for the decision as to the prices being offered herein and that he/she has 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 he/she has 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 he/she has 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 Chief Executive Officer (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.

### **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;
  - 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 or 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, 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, an Exhibit E, Submittal 2 shall be prepared 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, an Exhibit E, Submittal 2 shall be prepared for each entity without audit overhead rates. If any individual 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 an Exhibit E, Submittal 2 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 3, Exhibit C, which are attached hereto and incorporated herein by reference. ACORD FORM (or equivalent) must be emailed in pdf format to: [contractadmininvoices@flydenver.com](mailto:contractadmininvoices@flydenver.com).

**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 Rules and Regulations Governing the Denver Municipal Airport System 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.

The Authorized Signatory is responsible for signing and verifying all information on the Denver International Airport Fingerprinting and Badging applications. All submitted applications must be an original. 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 CFR

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 Airport Identification (ID) Badge Requirements**

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 complete an application, on a form prepared and currently approved by Airport Security. Two (2) valid forms of identification must be presented with the application, 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 Denver International Airport Fingerprinting and Badge Application, Security Threat Assessment (STA) and Criminal History Record Check (CHRC) must be completed for everyone requesting an Airport ID Badge. Denver International Airport Fingerprinting and Badge Applications are available from the Airport Security Office. Allow adequate time for processing of the Security Threat Assessments (STA) and Criminal History Record Check (CHRC).

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

If the individual requests driver authorization, a valid driver's license must be presented, and the individual must view a training film on Denver Municipal Airport System 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 Denver International Airport Fingerprinting and Badge Application must be completed and signed 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 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 completed for each employee still required on the project, if the badges have expired.

### **III-20 Background Checks**

Every individual requesting an Airport ID Badge must complete a Criminal History Record Check (CHRC) and a Security Threat Assessment (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, he/she 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 Vehicles in the Secured Area**

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 Denver Municipal Airport System 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 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, signed by an Authorized Signatory, and all applicable permit fees must be paid for each Permit requested, and it must be signed by 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 the 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, Rules and Regulations Governing the Denver Municipal Airport System Rules and Regulations, the CEO Directives and the Denver International Airport 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.

The security status of DEN is subject to change without prior notice. Should the security status of DEN 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.

### **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 **print the completed form and include the hard 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://fs7.formsite.com/CCDenver/form161/index.html>

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 of the Denver Revised Municipal Code (“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 living, 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.

**END OF INSTRUCTIONS TO PROPOSERS**

#### 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 sequencing commensurate with the RFP (in the order the Narrative Content is listed).**
- Proposals shall include a table of contents.
- Proposals shall include tabbed or bookmarked sections as appropriate.
- The proposal narrative shall not exceed 21 pages.

- Resumes should be limited to one (1) page per individual. Please attach resumes to the end of your proposal after additional information.
- The page limit does not include resumes, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs and DEN-required forms.
- Proposals which contain unnecessarily elaborate art work are discouraged.
- Proposal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.
- Submittal 2 and Exhibit E shall be submitted in an un-secured/un-password protected Excel format.

### **IV-3 Proposal Narrative Contents**

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

<b>Narrative Contents</b>	<b>Maximum # of pages</b>
1. Cover Letter	2
2. Cost Effectiveness	3
3. Understanding the Project	3
4. Key Personnel (Maximum 5 key personnel & 5 non-key personnel)	3
5. Aviation Experience	3
6. Survey Experience	3
7. Ability to Respond	2
8. Minority and Women-Owned Business Enterprise (MWBE) Requirements	N/A
9. Additional Information	2

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.

#### **1. 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 should 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 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.

2. Cost Effectiveness

Based on this project, where are savings opportunities from the Proposer's company? What elevates this proposal in terms of value? In terms of cost savings, describe the competitive edge this proposal provides to DEN. Please describe any processes or technologies, proprietary or otherwise, that are unique to the Proposer's company or subcontractor team that could add value to the project or mitigate costs for client.

With given experience and expertise within the industry, how has the Proposer applied this knowledge to controlling costs? Prepare a description of the Proposer's methods to optimize project expenses. Include a description of plans to ensure that non-local staff are being strategically deployed where they add value to the project. Describe how the Proposer plans to maximize productivity of their project staff. Describe the Proposer's method for anticipating and minimizing costly changes throughout the project.

Discuss how the Proposer will incorporate subcontractors on their team to perform portions of the work to meet the DSBO goals while optimizing cost savings. Describe methods used to eliminate staff redundancy and overhead in subcontractor management while maintaining an effective project team.

3. Understanding the Project

Prepare a statement which describes the Proposer's understanding of the work involved in performing the Scope of Work. Discuss understanding of the proposed Scope of Work; the complexity, challenges and problems involved in planning and performing that work; approaches and philosophy for dealing with problems; sensitivity and experience dealing with key issues and any additional issues or matters relating to the Scope of Work which the Proposer believes should be addressed.

4. Key Personnel

Prepare an organizational chart which identifies the Proposer's and subcontractor's (if applicable) key personnel who would perform work under the Contract. The organizational chart can be on 11" x 17" if needed. Describe the qualifications of each subcontractor which the Proposer plans to retain to perform work. Describe the type of work which will be assigned to each subcontractor.

Describe the Proposer's current ability to effectively and conveniently perform the Scope of Work and to coordinate its efforts with DEN and its other consultants. For the Proposer and each subconsultant on a team, list office addresses and total number of employees, and the number of both professional and support employees located at those offices. Proposers shall identify the location where work on this project would be performed.

Submit detailed resumes for the proposed key staff personnel including key personnel of subcontractors that are identified on the Exhibit E(s). Include a description of their qualifications and experience and a description of their position and length of employment with the Proposer or subcontractor. Non-key personnel, up to five (5) can be submitted.

A Submittal 2 (Overhead Multiplier Factor Calculation) must be prepared and submitted for each contractor and/or subcontractor utilizing core staff or hourly employees during the term of this Contract. Subcontractors may not be identified yet for On-Call Contracts. Those subcontractors selected subsequent to the execution of the Contract, with core staff or hourly employees, must also



prepare a Submittal 2 and Exhibit E and have both their Overhead Multiplier Factor and the hourly billing rates approved by the Project Manager prior to commencing work at DEN.

The Exhibit E (Core Staff Labor Rate) is specific to the individual employee assigned to the project, not the job title. All salaried Core Staff 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 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.

**Submittal 2:**

<http://business.flydenver.com/bizops/documents/sub2OverheadMultiplier-ProfSvcx.xlsx>

**Exhibit E:**

<http://business.flydenver.com/bizops/documents/exhibitE-CoreStaffLabor-ProfSvcx.xlsx>

Submittal 2 and Exhibit E are to be submitted as a separate electronic file.

5. Aviation Experience

Prepare a statement that describes the Proposer's understanding of challenges and experience working in the aviation environment. Provide previous aviation related projects, scope, project outcome.

6. Survey Experience

Prepare a statement that describes the Proposer's survey experience including working in an aviation environment. Provide description of previous survey projects, including scope and project outcome.

7. Ability to Respond

Describe the Proposer's current ability to effectively and conveniently respond to multiple task notices to proceed characteristic of on-call Geospatial Support services. Address the Scope of Work and ability to coordinate efforts with the City and its other contractors. For the Proposer's and each subcontractor's office, include the total number of employees, breakdown of professional and support employee, and addresses. Proposers will identify office locations where work is most likely to be performed for this project. Include a description of the team's quality assurance processes with subcontractors.

8. Minority and Women-Owned Business Enterprise (MWBE) Requirements

- DSBO Form: Commitment to MWBE Participation (Attachment 1, Part 4)
- DSBO Form: 1B- List of Proposed Subcontractors, Subconsultants, and/or Suppliers
- MWBE Utilization Plan

9. Additional Information

The Proposer is invited to describe any aspects of its organization or proposal which, by way of background, experience, unique qualifications, or other basis, sets this company (team, etc.) apart from the competition in its ability to accomplish this Scope of Work.

## **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 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.

### **V-2 Proposal Rejection and/or Disqualification**

Proposals are non-responsive and will be excluded, rejected or disqualified if the Proposer fails to comply with the requirements of this RFP, or with any applicable City ordinances, rules, or policies, including but not limited to for the following reasons:

1. Proposer's failure to meet the Minimum Qualifications;
2. Proposer's failure to provide complete documentation and Required Forms;
3. Improper communications and/or collusion among proposers or between the Proposer and any DEN contractor, including any project managers or others providing supplemental staff to DEN, with oversight of the project of which the RFP is a part;
4. Default or termination for cause of other contracts with any public or private entity within the past five (5) years;
5. Improper contact as described in Section IV-2, above;
6. Omissions and/or fraudulent statements of any fact that is significant or essential to the subject matter of this RFP;
7. Proposer's delinquent arrearages or debts presently owed under any agreement with DEN, or any other creditor; or
8. Proposer's failure to disclose all trademark, copyright, licensing, franchise, and other contractual or property rights proposer has with third parties, proposer intends to use at DEN, which may restrict current business operators in any way, or may have an unfavorable impact on future proposers for opportunities at DEN.

In addition, the CEO reserves the right to reject any and all proposals, to waive irregularities and technicalities, to re-advertise, to provide the services, or to otherwise proceed in the best interest of DEN.

### **V-3 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-4 Clarification of Proposals**

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.

**V-5 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 in person 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. Presentations are due three (3) days prior to the interview date. The presentation will be incorporated into the time allotted for the interview, no additional time will be provided.

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. The PowerPoint must be emailed to [contract.procurement@flydenver.com](mailto:contract.procurement@flydenver.com) three (3) days prior to their interview date.

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-6 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-7 Evaluation Criteria**

In preparing responses, Proposers should 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.

<b>Evaluation Criteria</b>	
1.	Cost Effectiveness
2.	Understanding the Project
3.	Key Personnel
4.	Aviation Experience
5.	Survey Experience
6.	Ability to Respond
7.	Minority and Women-Owned Business Enterprise (MWBE) Requirements
8.	Additional information

**VI. ATTACHMENT 1, PROPOSAL FORMS**  
**Attachment 1, Part 1 Proposal Acknowledgement Letter**

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

Proposer: \_\_\_\_\_ Date: \_\_\_\_\_

Bill Poole, Senior Vice President, Airport Planning and Design  
Airport Planning and Design  
Airport Office Building (AOB)  
Denver International Airport  
8500 Pena Boulevard  
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated November 3, 2020, for RFP NO. 202054609, the undersigned hereby declares that he/she has 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 he/she has examined and is fully familiar with the proposal documents and has satisfied him/herself 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: \_\_\_\_\_

**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: \_\_\_\_\_

**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):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

**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 \_\_\_\_\_

**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 1-13, 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 1-13, please use the following space to provide information. If additional space is needed, please attach additional pages.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Attachment 1, Part 4 M/WBE 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.



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

*This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the MWBE participation goal. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. (Please check the appropriate box):*

**COMPLETE IF YOU ARE A NON MWBE PRIME:**

The City and County of Denver has specified a \_\_\_\_\_% MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting \_\_\_\_\_% MWBE Participation on the contract.

**COMPLETE IF YOU ARE A MWBE PRIME:**

The City and County of Denver has specified a \_\_\_\_\_% MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting \_\_\_\_\_% MWBE Participation on the contract.

**COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:**

The City and County of Denver has specified a \_\_\_\_\_% MWBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a \_\_\_\_\_% MWBE Participation on the contract. The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

**The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their MWBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this MWBE Procurement/Contract Language.**

Bidder/Proposer (Name of Firm):

---

Firm's Representative:

---

Title:

---

Signature (Firm's Representative):

Date:

---

Address:

---

City:

State:

Zip:

Phone:

Email:



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)  
1B - LIST OF PROPOSED SUBCONTRACTORS,  
SUBCONSULTANTS, AND/OR SUPPLIERS**

**City & County of Denver Contract No.:** \_\_\_\_\_

**To be completed by all proposers/submitters including certified self-performing firms.**

Please list all known firms the undersigned proposes to utilize. **This form shall be utilized for RFQ/RFP/On-Call or any other procurements DSBO deems required with undetermined dollar amount associated with the proposed firms work.** Any certified firm listed must be certified by the City and County of Denver. If additional pages are required, please copy and attach the second page. Form 1A must be updated and submitted to DSBO upon contract execution and when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

Contractor/Consultant		
Name of Firm: <span style="float: right;"><input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)</span>		
Firm's Representative:		
Signature:		Date:
Address:		
City:	State:	Zip:
Phone:	Email:	
Total Proposed Contract Value \$:	Self-Performing Contract Value \$:	

Subcontractors, Subconsultants, and/or Suppliers	
Name of Firm: <span style="float: right;"><input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)</span>	
Firm's Representative:	
Phone:	Email:
Type of Service:	

Name of Firm: <span style="float: right;"><input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)</span>	
Firm's Representative:	
Phone:	Phone:
Type of Service:	

Name of Firm: <span style="float: right;"><input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)</span>	
Firm's Representative:	
Phone:	Phone:
Type of Service:	



Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

Name of Firm:		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Email:	
Type of Service:		

**VII. ATTACHMENT 2, FORM W-9**

## **FORM W-9**

Please complete the Request for Taxpayer Identification Number and Certification (FORM W-9) and submit with your proposal.

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

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.



**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of uncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.



**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**VIII. ATTACHMENT 3, 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.

**EXHIBIT C**

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

**A. Certificate Holder**

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

**B. Acceptable Certificate of Insurance Form and Submission Instructions**

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

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

**C. Coverages and Limits**

1. Commercial General Liability:

Consultant 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 annual aggregate. Coverage shall include contractual liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.

2. Business Automobile Liability:

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

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Consultant does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. The policy must not contain an exclusion related to operations on airport premises.
- d. If transporting waste, hazardous material, or regulated substances, Consultant shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
- e. If Consultant is an individual or represents that Consultant does not own any motor vehicles and/or Consultant's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
- f. If Consultant will be completing all services to DEN under this Agreement remotely, this requirement will be waived.

3. **Workers' Compensation and Employer's Liability Insurance:**

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

4. **Professional Liability (Errors and Omissions) Insurance:**

Consultant shall maintain a minimum limit of \$1,000,000 each claim and annual aggregate, providing coverage for all applicable professional services outlined in this Agreement.

5. **Network Security, and Privacy Liability (Cyber):**

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

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

6. **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 and/or Contract Number and project description shall be noted on the Certificate of Insurance.

**E. Additional Insured**

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

**F. Waiver of Subrogation**

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

**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 coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in coverage

unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.

3. If such written notice is unavailable from the insurer or afforded as outlined above, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification.

## **H. Additional Provisions**

1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the Consultant.
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. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included.
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City, excluding Professional Liability and Workers' Compensation policies, if required.
5. The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Lessee. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
6. All policies shall be written on an occurrence form. If an occurrence form is unavailable, claims-made coverage may 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 discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
7. Consultant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required minimum per occurrence limit, the Consultant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage remains in force.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to the City at the time Consultant 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 set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Consultant is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
12. No material changes, modifications or interlineations to insurance coverage shall be allowed without the review and approval of DEN Risk Management.
13. Consultant shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
14. Consultant's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

**IX. ATTACHMENT 4, 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 **print the completed form and include the hard copy as part of Proposer's bid/proposal documents. 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://fs7.formsite.com/CCDenver/form161/index.html>

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.

**Insert the completed hard copy of the Diversity and Inclusiveness in City Solicitations Form immediately following this page.**

**X. ATTACHMENT 5, SAMPLE CONTRACT****SAMPLE CONTRACT**

The Sample Contract is contained in the pages immediately following this page.

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

***SAMPLE AGREEMENT******Notice to Proposers:******City Required Contract Provisions***

***The following contract provisions are required in every contract issued by the Department of Aviation. The language of each clause is drafted in accordance with city, state and federal obligations placed on the airport and is 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.***

- 1. *Indemnification***
- 2. *Basic insurance requirements***
- 3. *Limitation of liability (available in narrowly applicable circumstances)***
- 4. *Federal requirements***
  - a. *Standard Federal Aviation Administration grant assurances (Appendix 1 to the Sample Agreement)***
  - b. *Federal Aviation Administration document retention and review requirements***
- 5. *Airport security requirements***
- 6. *City code and charter; state statutes***
  - a. *Prompt pay***
  - b. *Prevailing wage***
  - c. *Immigration provisions (Not applicable for contracts for Information Technology services or IT products and services – See, C.R.S. 8-17.5-101(6)(b)(V))***
  - d. *Colorado open records act***
  - e. *DSBO (if applicable to subject matter of contract)***
  - f. *City nondiscrimination language***
  - g. *Dispute resolution***
- 7. *Denver Executive Orders (“XOs”)***
  - a. *Environmental***
  - b. *Drugs alcohol tobacco***
  - c. *Nondiscrimination in contracts***
- 8. *Airport System General Bond Ordinance (1984, as amended).***
- 9. *Choice of law (Colorado)***
- 10. *Jurisdiction and venue (Colorado)***

## AGREEMENT FOR ON-CALL 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 **VENDOR NAME**, a **Jurisdiction from the SOS website** corporation authorized to do business in the State of Colorado (“**Consultant**”) (collectively the “**Parties**”).

### WITNESSETH:

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

**WHEREAS**, the City desires to obtain professional geospatial support 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 Consultant; and

**WHEREAS**, Consultant’s proposal was selected for award of the DEN On-Call Geospatial Support Services Contract, No. 2020xxxx; and

**WHEREAS**, Consultant 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:

### ARTICLE I. LINE OF AUTHORITY

The Chief Executive Officer of the Department of Aviation (the “**CEO**”), his/her designee or successor in function, 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 Planning & Design. The relevant Senior Vice President (the “**SVP**”) or his/her designee (the “**Director**”), will designate a Project Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Consultant hereunder shall be processed in accordance with the Project Manager directions.

### ARTICLE II. SCOPE OF WORK AND CONSULTANT RESPONSIBILITIES

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

**B. Task Orders.** The Project Manager will issue task orders for work to be completed under this Agreement (“**Task Orders**”). The terms of each Task Order must include but are not



limited to information regarding schedule, staffing, and pricing. The Director may reduce or increase the scope of work and/or staffing required by a Task Order and the time and cost of performance shall be adjusted to reflect the time and cost resulting from the reduction or increase. In the City's sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order.

**C. Standard of Performance.** Consultant and its subcontractors 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.

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

**E. Subcontractors.**

1. In order to retain, hire, and/or contract with outside subcontractors for work under this Agreement, Consultant must obtain the prior written consent of the CEO or the CEO's designee. Consultant 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 subcontractors, and any other information requested by the City.

2. 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.

3. 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.

4. Consultant is subject to Denver Revised Municipal Code ("D.R.M.C.") § 20-112, wherein Consultant 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 (§§ 20-107 through 20-118).

5. 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 Consultant of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

**F. Key Personnel Assignments.**

1. Consultant or its subcontractor(s) shall assign all key personnel identified in the Scope of Work or relevant Task Order to perform work under this Agreement (“**Key Personnel**”). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the SVP or his/her authorized representative.

2. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Consultant 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.

3. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel is not acceptable or that any Key Personnel is no longer needed for performance of any Task Order, the Project Manager shall notify Consultant and may give Consultant notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the Key Personnel, as applicable.

4. If Consultant fails to correct such performance, then the City may revoke its approval of the Key Personnel in question and notify Consultant that such Key Personnel will not be retained on this project. Within ten (10) days of receiving this notice, Consultant shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Consultant’s failure to obtain the Project Manager’s approval shall be grounds for Termination for Cause in accordance with Article IV, Section B.2.

**ARTICLE III. OWNERSHIP AND DELIVERABLES**

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

## ARTICLE IV. TERM AND TERMINATION

**A. Term.** The Term of this Agreement shall commence on the Effective Date and shall expire three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”).

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

### **C. Suspension and Termination.**

1. 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 Director, Consultant shall stop work as directed in the notice and, as directed in the notice, shall 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 Consultant. The Expiration Date shall not be extended as a result of a suspension.

2. Termination for Convenience. The City may terminate this Agreement or any Task Order at any time without cause upon written notice to Consultant from the Director.

3. Termination for Cause. In the event Consultant 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 Consultant; or

b. Provide Consultant with written notice of the breach and allow Consultant an Opportunity to Cure.

4. Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section B.3.b of this Article, Consultant shall have five (5) days to commence remedying its defective performance. If Consultant 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 Consultant fails to cure the breach to the City’s satisfaction, then the City may terminate this Agreement or the Task Order pursuant to Article IV, Section C.3.a.

5. 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 Consultant the reasonable cost of only those services performed to the satisfaction of the

CEO or his/her authorized representative prior to the notice of suspension or termination. Consultant shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Consultant has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the termination process or as provided in Section 6 below.

6. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience or this Agreement or any Task Order pursuant to Article IV, Section B.2., Consultant 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 B.5. In no event shall the total sums paid by the City pursuant to this Contract, including Sections B.5 and B.6, exceed the Maximum Contract Amount.

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

**D. Remedies.** In the event Consultant performs services under this Agreement in violation of any provision herein, Consultant shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to:

1. All costs of correcting and replacing any affected design documents, including reproducible drawings;
2. 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
3. Additional costs incurred by the City, its tenants, or its other contractors arising out of Consultant's defective work.

These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Article VIII and Article X of this Agreement.

## ARTICLE V. 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 Consultant under the terms of this Agreement for any amount in excess of the sum of **One Million, Four Hundred Thousand Dollars and No Cents (\$1,400,000.00)** ("Maximum Contract Amount"). Consultant shall perform the services on a time and material basis or as otherwise provided in each Task Order up to the Maximum Contract Amount.

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

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 Consultant solely from funds of the City and County of Denver Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

**D. Basis for Consultant's Fee.** Consultant's fee is based on the time required by its professionals to complete the services under this Agreement or on another basis as provided for in a Task Order. Individual hourly rates are set forth in *Exhibit B* ("Rates") and may vary according to the experience and skill required. The Project Manager, in his or her sole discretion, may annually adjust the 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 Consultant's fees and expenses in accordance with this Agreement. Unless otherwise agreed to in writing, Consultant 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 or Exhibit A, on or before the fifteenth (15th) day of each month, Consultant 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 Consultant under this Agreement. In submitting an Invoice, Consultant shall:

1. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
2. Include a statement of recorded hours that are billed at an hourly rate;
3. Include the relevant purchase order ("**PO**") number related to the Invoice;
4. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;

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

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

7. Submit each Invoice via email to [ContractAdminInvoices@flydenver.com](mailto:ContractAdminInvoices@flydenver.com) within three (3) calendar days of the invoice date.

8. Late Fees. Consultant 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.

9. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Consultant's engagement and Consultant receives prior written approval of the SVP or his/her authorized representative.

**G. Timesheets.** Consultant shall maintain all timesheets kept or created in relation to the services performed under this Agreement. The City may examine such timesheets upon the City's request.

**H. Disputed Invoices.** The City reserves the right to reject and not pay any Invoice or part thereof where the SVP or his/her authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed, including any final invoice resulting from a Termination of this Agreement or any Task Order. 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 Article X.

**I. Carry Over.** If Consultant'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 Consultant if the CEO or his/her authorized representative determines such fees are reasonable and appropriate and provides written approval of the expenditure.

## ARTICLE VI. MWBE, WAGES AND PROMPT PAYMENT

### A. Minority/Women Business Enterprises.

1. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "MWBE Ordinance") and any Rules or Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity ("DSBO") is 15%.

2. Under § 28-68 D.R.M.C., the Consultant has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with



its originally achieved level of MWBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other contract modifications, or as otherwise described in § 28-70 D.R.M.C. The Consultant acknowledges that:

- a. If required by DSBO, Consultant shall develop and comply with a Utilization Plan in accordance with § 28-63 D.R.M.C. Along with the Utilization Plan requirements, the Consultant 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, Consultant shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-70, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
- 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 immediately submitted to DSBO for notification purposes.
- d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Consultant shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. Consultant must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Consultant shall supply to the DSBO Director all required documentation described in §§ 28-64, 25-70, and 28-73 D.R.M.C., with respect to the modified dollar value or work under the contract.
- e. Failure to comply with these provisions may subject the Consultant to sanctions set forth in § 28-76 of the MWBE Ordinance.
- f. Should any questions arise regarding DSBO requirements, the Consultant should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

**B. Prevailing Wage.** To the extent required by law. Consultant shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, §§20-76 through 20-79, D.R.M.C. 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 Effective Date of this Agreement.

1. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Consultant will receive no additional compensation for increases in prevailing wages or fringe benefits.

2. Consultant shall provide the Auditor with a list of all subcontractors providing any services under the contract.

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

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

5. If Consultant fails to pay workers as required by the Prevailing Wage Ordinance, Consultant 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 Consultant fails to pay required wages and fringe benefits.

**C. City Minimum Wage.** To the extent required by law, Consultant shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City's Minimum Wage Ordinance, §§20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Consultant expressly acknowledges that Consultant is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Consultant, 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.

**D. Prompt Pay.** The City will make monthly progress payments to Consultant for all services performed under this Agreement based upon Consultant's monthly invoices. Such invoices shall be in a form acceptable to the City and shall include detail of the time worked by Consultant's own personnel, billings from subcontractors, and all other information necessary to assess the Consultant's progress. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought, and all other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

1. Final Payment to Consultant shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by Consultant. The City may, at the discretion of the Director, withhold reasonable amounts from billing and



the entirety of the final payment until all such requirements are performed to the satisfaction of the Director. However, no deductions shall be made from the Consultant's compensation because of penalty, liquidated damages or other sums withheld from payments to contractor(s)/consultants.

2. **Prompt Pay of MWBE Subcontractors.** For contracts of one million dollars (\$1,000,000.00) and over, Consultant is required to comply with the Contractor Prompt Payment provisions under § 28-72, D.R.M.C., regarding prompt payments by the Consultant to MWBE subcontractors. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt by Consultant of an MWBE subcontractor's invoice.

## ARTICLE VII. INSURANCE REQUIREMENTS

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

**B.** Unless specifically excepted in writing by DEN Risk Management, if Consultant shall be using subcontractors to provide any part of the services under this Agreement, Consultant shall do one of the following:

1. Include all subcontractors performing services hereunder as insureds under its required insurance and specifically list on all submitted certificates of insurance required under *Exhibit C*; or

2. Ensure that each subcontractor provides its own insurance coverage in accordance with the requirements set forth in this Agreement.

**C.** The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Consultant from liabilities arising out of the performance of the terms and conditions of this Agreement by Consultant, its agents, representatives, employees, or subcontractors. Consultant shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Consultant 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 Consultant; (ii) damage, theft, or destruction of Consultant'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, §§ 24-10-101 to 120, C.R.S.,

or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

## **ARTICLE VIII. DEFENSE AND INDEMNIFICATION**

**A.** Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“**Claims**”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

**C.** Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

**D.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Consultant under the terms of this indemnification obligation. Consultant 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.

## **ARTICLE IX. 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 Consultant’s right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

## ARTICLE X. GENERAL TERMS AND CONDITIONS

**A. Status of Consultant.** Parties agree that the status of Consultant shall be an independent Consultant 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 Consultant or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

**B. Assignment.** Consultant 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 or his/her authorized representative. Any attempt by Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO or his/her authorized representative, automatically terminate this Agreement and all rights of Consultant hereunder.

**C. Compliance with all Laws and Regulations.** Consultant 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 and rules and regulations of the City.

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

1. Consultant 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. Consultant 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 Consultant prepares any documents which specify any material, equipment, process or procedure which is protected, Consultant shall disclose such patents, trademarks and copyrights in such documents.

2. Pursuant to Article VIII, Consultant 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.

**E. Notices.**

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

by Consultant to:

Chief Executive Officer  
Denver International Airport  
Airport Office Building  
8500 Peña Boulevard, 9th Floor

Denver, Colorado 80249-6340

And by the City to:

Vendor Name  
Street Address  
City, State, Zip Code  
Attn: Vendor's Contact Name

2. 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, 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.2.

3. 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 document transmittals.

**F. 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 Consultant. 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.

**G. 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 Consultant, 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 Consultant receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

**H. 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.

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

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

**K. Cooperation with Other Consultants and Contractors.**

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

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

**L. 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.

**M. 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.

**N. Coordination and Liaison.** Consultant 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 his/her authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Consultant's work.

**O. No Authority to Bind City to Contracts.** Consultant 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.

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

**Q. Taxes and Costs.** Consultant 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.

**R. Environmental Requirements.** Consultant, 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.

1. 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), 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.

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

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

4. In the case of a release, spill or leak as a result of Consultant's activities under this Agreement, Consultant shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Consultant 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 Consultant of any pollutant or hazardous material.

## **ARTICLE XI. RECORDS RETENTION AND 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. Consultant 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.

**B. Non-Discrimination Policy.** In connection with the performance of services under this Agreement, Consultant shall not refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed,



color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Consultant further agrees to insert this provision in all subcontracts hereunder.

**C. Advertising and Public Disclosures.** Consultant 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 his/her 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. Consultant shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Consultant'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.**

1. Consultant 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 Consultant 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 Consultant asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Consultant to the City shall be considered confidential by the City only to the extent provided in CORA, and Consultant agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

1. 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 Consultant of such request in order to give Consultant the opportunity to object to the disclosure of any material Consultant may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Consultant 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, Consultant agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Consultant does not wish disclosed. Consultant 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 Consultant'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.**

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

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

3. 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 Consultant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Consultant 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.** Consultant shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Consultant from City facilities or participating in City operations.

**G. City Smoking Policy.** Consultant 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.**

1. Consultant and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, activity or conduct which would result in a



conflict of interest. Consultant represents that it has disclosed any and all current or potential conflicts of interest, including transactions, activities, or conduct that would affect the judgment, actions, or work of Consultant by placing Consultant's own interests, or the interest of any party with whom Consultant has a contractual arrangement, in conflict with those of the City.

2. 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 Consultant written notice which describes such conflict. Consultant 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.

**I. Prohibition Against Employment of Illegal Aliens to Perform Work Under this Agreement.**

1. The Agreement is subject to § 8-17.5, C.R.S., and D.R.M.C. § 20-90 and Consultant is liable for any violations as provided in said statute and ordinance.

2. Consultant certifies that:

a. At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

3. Consultant also agrees and represents that:

a. It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

b. It shall not enter into a contract with a subcontractor or subcontractor that fails to certify to Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

c. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

d. It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.

e. If it obtains actual knowledge that a subcontractor or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. Consultant will also then terminate such subcontractor or subcontractor if within three (3) days after such notice the subcontractor or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor or subcontractor provides information to establish that the subcontractor or subcontractor has not knowingly employed or contracted with an illegal alien.

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

## **ARTICLE XII. SENSITIVE SECURITY INFORMATION**

Consultant acknowledges that, in the course of performing its work under this Agreement, Consultant 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. Consultant 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. Consultant understands any questions it may have regarding its obligations with respect to SSI must be referred to the DEN’s Security Office.

## **ARTICLE XIII. DEN SECURITY**

**A.** Consultant, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Consultant or the City by the FAA or TSA. If Consultant, 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, Consultant 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. Consultant 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 Consultant and/or its agents will be deducted directly from the invoice for that billing period.

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

## **ARTICLE XIV. 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 Denver Municipal Airport System. As applicable, Consultant shall comply with the Standard Federal Assurances identified in Appendix 1.

## **ARTICLE XV. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE**

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

Appendix 1: Standard Federal Assurances  
Exhibit A: Scope of Work  
Exhibit B: Rates  
Exhibit C: Insurance Requirements

**B. Order of Precedence.** In the event of an irreconcilable conflict between a provision of Article I through XV 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 1  
Article I through XVI hereof  
Exhibit A  
Exhibit B  
Exhibit C

## **ARTICLE XVI. CITY EXECUTION OF AGREEMENT**

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

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

**[SIGNATURE PAGES FOLLOW]**

## **Appendix No. 1**

### **Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision**

## **A5 CIVIL RIGHTS - GENERAL**

### **A5.3.1 Clause that is used for Contracts**

#### **GENERAL CIVIL RIGHTS PROVISIONS**

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

This provision binds the Contractor and 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.

## **A6 CIVIL RIGHTS – TITLE VI ASSURANCE**

### **A6.3.1 Title VI Solicitation Notice**

Title VI Solicitation Notice:

The (**Name of Sponsor**), 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, [select disadvantaged business enterprises or airport concession 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.

## **A6.4 CONTRACT CLAUSES**

### **A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements**

#### **Compliance with Nondiscrimination Requirements:**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **A6.4.2 Title VI Clauses for Deeds Transferring United States Property**

##### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

**NOW, THEREFORE**, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project

constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program**

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**

##### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or



national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities**

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

## **A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

### **A17.3 SOLICITATION CLAUSE**

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

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

## **A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

### **A20.3 CONTRACT CLAUSE**

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. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of

the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**XI. ATTACHMENT 6, CERTIFICATE OF GOOD STANDING**

## **CERTIFICATE OF GOOD STANDING**

Please submit a Certificate of Good Standing  
from the Office of the Secretary of the State of Colorado  
for the proposing entity.

**XII. ATTACHMENT 7, SCHEDULING, PROGRESS REPORTING**

**SCHEDULING, PROGRESS REPORTING, INVOICING  
AND CORRESPONDENCE CONTROL**

The requirements for on-call professional services design and engineering scheduling, progress reporting, invoicing, and correspondence control for this contract are contained in the pages immediately following this page.  
These pages are not included in the page numbering of this contract document.

# ON-CALL PROFESSIONAL SERVICES DESIGN & ENGINEERING

SCHEDULING, PROGRESS REPORTING,  
INVOICING AND CORRESPONDENCE  
CONTROL

Revised: August 2020

## 1 INTRODUCTION

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

## 2 WORK SCHEDULE

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

## 3 PROGRESS PAYMENT MEASUREMENT ALTERNATIVES

- 3.1 DEN will propose and the Consultant may offer alternatives, one of the following measurement alternatives for each Task Order for calculating progress payments and reporting schedule status to the City. The City shall make the final determination and the Consultant shall use the alternative as approved for the scope of work described in the Task Order.
  - 3.1.1 Level of Effort: Progress payments will be based on the actual number of direct labor-hours expended for the period invoiced to perform a Task Order.

- 3.1.2 In Progress Status: Progress payments will be based on the percentage of designs submittals, drawings, specifications, reports or other documents, which have been prepared, submitted, and reviewed or completed. This alternative is acceptable for Task Orders, which have a long duration, and several months may elapse between submittal dates. The Consultant shall prepare a detailed worksheet for each Task Order showing a schedule of proposed billing points and the number of design submittals, drawings, specifications, reports and reviews that establish each point.
  - 3.1.3 Completion: Payments will be made for completed Task Orders. This method may be used for Task Orders whose total duration is less than one month, if applicable. Submittal of time sheets is required concurrent with the submittal of each invoice.
  - 3.1.4 Submittal Status: Progress payments will be made after the submittals described in a Task Order have been delivered and approved by the City. A portion of the fee will be allocated to each submittal as defined in the Task Order scope. Submittal of time sheets is required concurrent with the submittal of each invoice.
- 3.2 Approvals by the City of submittals do not waive any obligation by the Consultant to provide complete work that has been authorized. Authorized payments on previous invoicing may be set-off on subsequent invoicing in the event work submitted is found to be in non-compliance with the scope of work requirements.

## 4 INVOICES AND PROGRESS PAYMENTS

- 4.1 Task Orders will be issued for projects, which will have a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order, plus or minus any pre-authorized changes. The DEN Project Manager will determine when the Task Order deliverables have been met. DEN expects that the Not-to-Exceed amount will be sufficient to complete the work required under the Task Order and DEN is not obligated to increase the Not-to-Exceed amount without support for the change from the Consultant.
- 4.2 The City will provide the Consultant with the format required to process the payment through Textura® Payment Management. Textura is the default payment system and shall be used on all projects unless an alternative method is expressly stated in the Agreement. The Consultant shall provide to the City a completed invoice report format for review and approval no later than fourteen (14) days after the issuance of Notice to Proceed. This format will identify the measurement alternatives, which will be used to measure progress for an individual task. The DEN Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. By the day of the month agreed to for submitting invoices, the Consultant shall invoice the City for its achieved progress on each task during the previous 30-day period. The attachment(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The DEN Project Manager must provide written approval of the format for these worksheets before they may be used).
- 4.3 The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted in Unifier and correspond to the specific Task Order.



- 4.4 Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.
- 4.5 The DEN Project Manager will review all invoices and, in the event, the DEN Project Manager disagrees with the invoiced progress, he/she will notify the Consultant. The Consultant and DEN Project Manager will meet within fourteen (14) days of the receipt of the invoice to discuss the reasons for the disagreement. The DEN Project Manager shall have the authority in his/her sole and absolute discretion to reject any progress payment wherein the progress claimed for any task in the invoice has not been achieved.
- 4.6 In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:
  - 4.6.1 A current Certificate of Insurance providing the levels of protection required per Prime Agreement
  - 4.6.2 Signed subconsultant agreement(s)
  - 4.6.3 Final Organizational Chart (Updated with new Subconsultants as they are acquired)
  - 4.6.4 Authorization Forms (see form PS-B) for any salaried professional personnel assignment who are not already approved in this Agreement.
  - 4.6.5 Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and electronic copy of the employee's signature.
- 4.7 Monthly Invoice Checklist (see form PS-A): The Monthly Invoice Checklist must be submitted to the DEN Project Manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of this Exhibit will be cause for rejection of the invoice until such time that all requirements are fulfilled.
- 4.8 Final Close Out Invoice: By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Consultant agrees to release and forever discharge the City from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the Agreement and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Consultant, any of its subconsultants, suppliers, or the employees of each of them may now have or may assert in the future against the City, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from DEN Project Manager.
- 4.9 Textura®: The Consultant recognizes and agrees that it is required to use the Textura® Payment Management System (CPM System) for this Project. The City will provide the Textura fee amount to the Consultant during contract negotiations. Consultant will pay the Textura fee along with any

applicable fees or taxes to Textura directly. The City will reimburse the Consultant as a pass-through expense (no mark-up) for the Textura fee with no mark-up.

## 5 MONTHLY PROGRESS REPORT DEVELOPMENT

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

## 6 SCHEDULE CHANGES AND INCREASE IN PROJECT AMOUNT

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

## 7 ALLOWABLE GENERAL AND ADMINISTRATIVE OVERHEAD (INDIRECT COSTS)

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

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

## 8 EXPENSES

- 8.1 Expenses Reimbursed at Cost: All allowable (Non-Salary) expenses are reimbursed at cost.
- 8.2 Receipts Required: All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.
- 8.3 Expenses Greater Than \$500: All direct expenses greater than \$500 must be approved by the DEN Project Manager or his/her designee (see form PS-C) prior to the expenditure. Any asset purchased by DEN must be surrendered to DEN at the end of the Task Order. The Consultant shall be charged replacement value for any asset purchased by DEN that is not accounted for at the end of the Task Order.
- 8.4 Mileage Outside of The Denver Metropolitan Area: Mileage reimbursement will be provided only for travel outside the Denver metropolitan area that has been pre-approved by the DEN Project Manager or his/her designee (see form PS-D). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service ([www.irs.gov](http://www.irs.gov)). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. The Denver metropolitan area is Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, the City and County of Broomfield and southwest Weld County. The Denver Regional Council of Governments (DRCOG) service area includes Adams, Arapahoe, Boulder Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, and the City and County of Broomfield. Tolls will not be reimbursed.
- 8.5 Travel and Airfare: All travel must be pre-approved on the DEN Advance Travel Authorization Form (see form PS-E) and signed by the DEN Project Manager or his/her designee. Travel shall be

done using the most reasonable cost and means under the circumstances. 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 Consultant'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 DEN Project Manager or his/her designee, 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 luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed. Tolls will not be reimbursed.

- 8.6 Rental Car: At cost for standard class or smaller and only when required for out-of-town personnel or out-of-town travel.
- 8.7 Lodging Rate / Night: A maximum of the lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website [www.gsa.gov](http://www.gsa.gov) plus taxes per night, unless approved in advance in writing by the DEN Project Manager or his/her designee.
- 8.8 Meals: The City will reimburse the traveler for reasonable meals 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 which exceed the per diem amount are directly attributable to the actual business conducted. The per diem rate includes breakfast, lunch, and dinner. Reimbursements will be made per individual traveler conducting official City business as it relates to the Consultant's contractual obligations and scope of work. Alcohol will not be reimbursed. Meal reimbursements are not allowed for Consultant's employees located in the Denver metropolitan area. All expenditures submitted for reimbursement must be pre-approved by the DEN Project Manager or his/her designee.
- 8.9 Special: expenses that are not already included in the overhead or Multiplier and is for the specific Task Order related to the Agreement.
- 8.10 Specialty Consulting: Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the DEN Project Manager or his/her designee.
- 8.11 Project Field Office and Equipment: which includes utilities, rent, communications systems, furniture, fixed equipment.
- 8.12 Project Field Supplies, Equipment and Vehicles: For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees.
- 8.13 Parking: Direct expenses for short-term parking at DEN shall be reimbursed without mark-up. Parking at other locations for travel to DEN shall be submitted and part of travel expenses (see form PS-E).
- 8.14 Non-Allowable Expenses: Non-allowable expenses include, but are not limited to: relocation, printing, equipment, 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 DEN it its contract capacity but not those caused by DEN 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 & penalties, items included in sections above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

- 8.15 Preparation of Proposals and Billing: Costs for proposal preparation, proposal negotiations, and invoicing/billing will not be reimbursable.

## 9 SUMMARY OF CONTRACT TASK ORDER CONTROL

### 9.1 DEN Project Manager Discretion

9.1.1 All requirements in this section may be modified by the AIM Senior Director or their designee to meet the specific needs of the Project. Any modifications to this section must be documented in writing.

### 9.2 Prior To Commencement of work – Submittals Required

9.2.1 Signed Subconsultant Agreement(s) with an Exhibit listing the subconsultant's core staff rates and calculated Labor Rates and Classifications (see form CM-81).

9.2.2 Personnel Authorization Forms for salaried personnel assigned for the Consultant and all subconsultants (see form PS-B).

9.2.3 Authorized Signers: List of the names and titles of Consultant staff that are Authorized Signers, and which document(s) they can sign, and electronic copy of the employee's signature.

9.2.4 Work Schedule.

### 9.3 Monthly Submittals

9.3.1 The Consultant shall submit the Monthly Progress Report.

9.3.2 The Consultant shall submit invoicing by the day of the month referenced in other sections.

### 9.4 Submittals Required - After Task Order Request for Proposal

9.4.1 Unless specifically identified by the DEN Project Manager, the consultant shall provide the following within fourteen (14) days after receipt of the Task Order Request for Proposal:

9.4.2 Project Management Plan, Scope Definitions and Detailed Cost Estimate per Task Order and per sub-consultant, List of Submittals or Deliverables, Drawings and Specifications, Health & Safety Plan (if applicable), Security Protocols (if applicable) and Quality Management Plan.

9.4.3 Work Schedule per Task Order schedule showing appropriate milestones as per Task Order Request for Proposal.

9.4.4 The Consultant shall submit the PS-F Task Order Fee Proposal template detailing the costs of the Project.

9.4.5 Refer to other Exhibits of this Agreement for additional requirements.

## 10 INFORMATION MANAGEMENT FORMAT AND ELECTRONIC-MAIL PROTOCOLS

- 10.1 All information between the Consultant and the City, and other entities with participation in the services as stated in the development of the Task Order shall be handled using Primavera Unifier.
- 10.2 Within 3 days following the issuance of Task Order, the Consultant shall meet with the City to review the City's proposed method of correspondence, email, & submittal communication control. Within 7 days following this review, the Consultant shall institute its control procedures for the Task Order.
- 10.3 General: Procedures for professional services agreements require the serialization of all correspondence between the City, consultants, subconsultants, and all project entities. All Consultants, Subconsultants, that communicate via e-mail must be managed through the Primavera Unifier system. Web-based programs or other methods of tracking electronic communications may be proposed. However, those systems must be compatible with DEN records management data system. The Consultant shall review its system with the AIM Development PMO to determine its compatibility with DEN procedures, processes and systems.

## 11 REFERENCED FORMS

Form #	Name
PS-A	Monthly Invoice Checklist
PS-B	Professional Employee Authorization Form
PS-C	Expense Greater than \$500 Approval Form
PS-D	Mileage Reimbursement Form
PS-E	Advance Travel Authorization Form
CM-81	Standard On-Call Cost Proposal Form
PS-F	Task Order Fee Proposal – Professional Services

END OF EXHIBIT



November 25, 2020

## On-Call Geospatial Support Services RFP

CONTRACT NO. 202054609

### ADDENDUM NUMBER ONE

This Addendum Number One supersedes and/or supplements all portions of the Request for Proposal documents with which it conflicts. **Proposers must acknowledge receipt of this addendum on Page 26 of the Proposal Forms.**

*Paul Gilchrist*

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Paul Gilchrist  
Contract Administrator



## On-Call Geospatial Support Services RFP

CONTRACT NO. 202054609

### ADDENDUM NUMBER ONE

#### Scope of this Addendum

Addendum Number One includes modifications to the following Request for Proposal documents issued November 3, 2020. These modifications are deemed necessary by the City and County of Denver.

#### IV-3 Proposal Narrative Contents

Proposal Narrative item 8 is being replaced as follows:

#### 8. Minority and Women-Owned Business Enterprise (MWBE) Utilization Plan

The MWBE Utilization Plan should be innovative and comprehensive, describe an open, transparent, responsive approach and address the program fundamentals listed below:

1. Identify key personnel (name, title, email, and phone number) and their duties as it relates to the execution to the components of the Utilization Plan, specifically:
  - B2GNow (Small Business Certification and Contract Management System) User,
  - Project Manager(s),
  - Controller,
  - Superintendent (if applicable), and
  - Outreach/Community Engagement Coordinator (if applicable).
2. Provide creative strategies to incorporate new MWBE partners inclusive of but not limited to: provide an ongoing list of certified firms that provide capability statements and which of those certified firms were contacted regarding solicitations related to this project;
3. Provide details of small business initiatives, technical assistance and support services; such as, bonding assistance, mentoring programs, joint ventures, etc. that may be utilized on the project;
4. Define how MWBE participation will be solicited, the subcontracting process, program and incorporated into the Proposer's overall procurement process and retain documentation of such solicitation efforts such as distribution lists for invitation to bids, list of bidders, and awardees; how bid selections are made and keeping a record of each





5. Outline the debriefing process; how unsuccessful bidders are notified; and documentation of reasoning is retained
6. Outline the communication process and involvement efforts of the MWBE subcontractors to ensure alignment of scheduling, safety requirements, owner direction, and performance expectations. Please include the mediation processes should performance issues or prompt payment disputes arise.
7. Provide examples of up to a maximum of 5 projects where the Proposer has been successful in promoting the participation of small, minority and women-owned businesses. Please include what the contract participation goal was and if you met and/or exceeded that goal. Also, provide a list of certified firms that were utilized and any supportive services/technical assistance, i.e. bonding assistance, mentor-protégé programs, that were provided to small businesses to assist with meeting the goal.

Copies of the MWBE Ordinance and its accompanying Rules and Regulations are available for the use and review of proposers, as well as additional MWBE Guidance which can be found here: <https://www.denvergov.org/dsbo>. Proposers are encouraged to contact DSBO by phone at (720) 913-1999 or by email at [dsbo@denvergov.org](mailto:dsbo@denvergov.org) with specific questions related to compliance with this ordinance.

## QUESTIONS AND ANSWERS

RFP updated to include questions and answers in attachment Q&A Document 1

The total number of pages (including cover sheet) contained in this Addendum Number One is seven (7)

\* \* \* \* \*

*End of Addendum Number One*

## Questions & Answers - 1

**Solicitation** 202054609 - On-Call Geospatial Support Services  
**Buying Organization** City and County of Denver Department of Aviation

No	Question/Answer	Question Date
Q1	<p><b>Question: RFP discipline requirements</b> Do we need to team with a civil engineering firm for this RFP? Or can each discipline submit an RFP (i.e. land surveying)?</p> <p><b>Answer:</b> A submitting team should be able to execute all portions of the scope of work and add sub-consultants as needed. Proposals will not be accepted for just a portion of the requested scope</p>	11/10/2020
Q2	<p><b>Question: Colorado PE requirement</b> Is a Colorado PE license required for the part of this contract relating to Civil Engineering?</p> <p><b>Answer:</b> A PE would be ideal, but not required for this contract.</p>	11/17/2020
Q3	<p><b>Question: Question 1</b> Do you have a ROCIP insurance program? Will the professional services consultant be exempt from participating in the ROCIP since we will not be constructing anything?</p> <p><b>Answer:</b> DEN does have an active Rolling Owner Controlled Insurance Program (ROCIP). If there is a task order issued under this on-call agreement related to an approved ROCIP project, professional services providers would be ineligible for the insurance component of the ROCIP program, but would be provided with and required to comply with the safety requirements. At the issuance of this RFP, it was not anticipated that task orders would be issued related to approved ROCIP projects.</p>	11/18/2020
Q4	<p><b>Question: Sections 4 &amp; 7</b> Can you clarify: In Section 4 Key Personnel, page 21, paragraph 2, the RFP requests, "For the proposer and each subconsultant on a team, list office addresses and total number of employees, and the number of both professional and support employees located at those offices."</p> <p>The same request is made in Section 7, page 22.</p> <p>Does the information need to be repeated or just addressed in one of the sections? Thanks!</p> <p><b>Answer:</b> This information only needs to be addressed in section 7, page 22 "Ability to Respond".</p>	11/18/2020
Q5	<p><b>Question: Merrick &amp; Company_Additional Question</b> If any tasks require the completion of legal documents (deeds, survey plats, plats, ect), would that service be completed by DEN staff or should a title company be incorporated into teams to satisfy these needs?</p> <p><b>Answer:</b> This would depend on the task so the proposer should have access to a professional who could do this work if necessary.</p>	11/18/2020
Q6	<p><b>Question: Merrick &amp; Company_Additional Question</b> Does DEN anticipate using this contract to support the Great Hall or new terminal projects?</p> <p><b>Answer:</b> This is an On-Call GIS contract, which tasks have not been identified and could include Great Hall or terminal related tasks.</p>	11/18/2020

No	Question/Answer	Question Date
Q7	<p><b>Question: Merrick &amp; Company_Additional Question</b></p> <p>As this is a survey on-call, are the experience levels outlined in the “exhibitE-corestafflabor-profsvcs” properly requiring engineering degrees, or can professional land surveyors be considered for the roles requiring an engineering degree?</p> <p><b>Answer:</b> For survey-related tasks, a Colorado licensed PLS would be acceptable.</p>	11/18/2020
Q8	<p><b>Question: Merrick &amp; Company_Additional Question</b></p> <p>Does DEN utilize or recognize TWIC cards for vendors?</p> <p><b>Answer:</b> TWIC cards are not recognized credentials at DEN and the company would have to obtain a DEN issued badge.</p>	11/18/2020
Q9	<p><b>Question: RFP Questions</b></p> <p>1. Can DEN please provided the weighted values for the V-7 Evaluation Criteria (page 24-25) or all they all 8 equally weighted?</p> <p>2. Section 4- Key Personnel: Confirm if there is a maximum number of “key personnel” resumes that can be submitted (“non-key personnel” is capped at 5)</p> <p>3. Are tables/graphics limited to Times New Roman 12 point?</p> <p><b>Answer:</b> DEN does not elect to share weighting of evaluation criteria. Key personnel is also limited to a maximum of five. Tables and graphics can use other font and size if needed.</p>	11/18/2020
Q10	<p><b>Question: Minority and Women-Owned Business Enterprise Participation</b></p> <p>From the RFP: “Participation goals must be met with MWBE certified participants as set forth in Section 28-127, DRMC or through the demonstration of a good faith effort under Section 28-128, DRMC.”</p> <p>Assumption: We understand that in the proposal, what needs to be included is the Commitment to MWBE Participation, and the list of potential MWEB to be considered and that the MWEB Company can be named after the awarding.</p> <p>Question:</p> <ul style="list-style-type: none"> <li>•Is this above understanding correct?</li> <li>•If not, <ul style="list-style-type: none"> <li>oShould the MWBE company be named already during the proposal?</li> <li>oCan the bidder consider and name more than one option during the proposal?</li> </ul> </li> </ul> <p><b>Answer:</b> The Form 1B - must be completed in its entirety and submitted at the time of proposal.</p>	11/18/2020
Q11	<p><b>Question: General Statement of Work</b></p> <p>Assumption: We understand that the Resume/CV presented during the proposal should be representing the profile of the professionals, and no names and professional identification is required.</p> <p>Question 2A:</p> <ul style="list-style-type: none"> <li>•Is this above understanding correct?</li> <li>•If not, can the bidder send more than one named professional as potential to be allocated to that task?</li> </ul> <p><b>Answer:</b> Yes, more than one named professional can be identified.</p>	11/18/2020

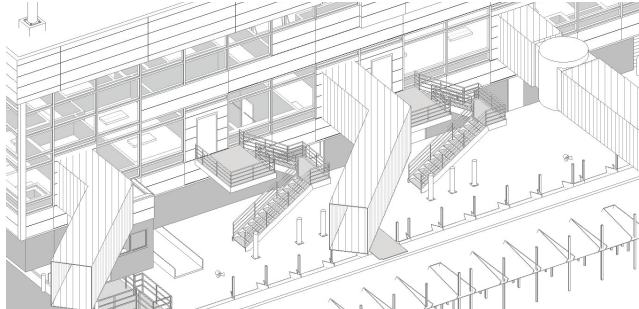
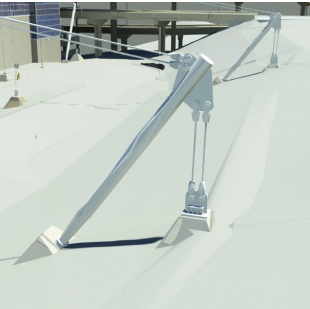
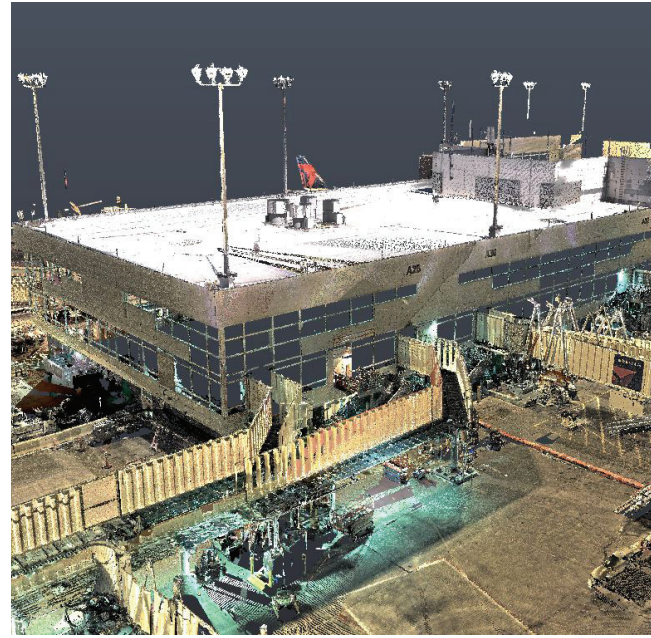
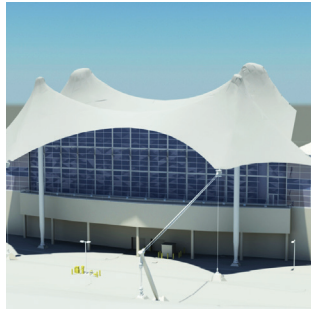
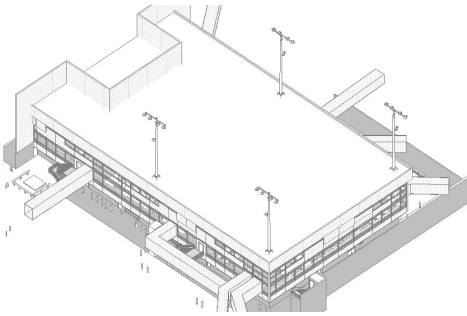
No	Question/Answer	Question Date
Q12	<p><b>Question: General Statement of Work</b></p> <p>Assumption: We understand that 100% of the professionals to be allocated by the awarded company need to be present and placed in Colorado?</p> <p>Question 2B:</p> <ul style="list-style-type: none"> <li>•Is this above understanding correct?</li> <li>•If not,</li> <li>oCan the bidder consider a nationally-remote located professional or group of professionals supporting the local allocated professionals to accomplish the tasks?</li> <li>oCan the bidder consider an internationally-remote located professional or group of professionals supporting the local allocated professionals to accomplish the tasks?</li> </ul> <p><b>Answer:</b> A local presence is desired and will be awarded a higher weight, but it is not required, depending on the task (ie. International surveyors would not score as high as local surveyors, due to costs associated with travel).</p>	11/18/2020
Q13	<p><b>Question: Proposer / Bidder</b></p> <p>Question:</p> <ul style="list-style-type: none"> <li>•Can the proposal be presented by an official consortium of two identified companies?</li> </ul> <p><b>Answer:</b> Joint proposals will be allowed as long as there is a formal entity for DEN to enter into a contract with if awarded. DEN will review the proposed structure to determine if it is permissible.</p>	11/18/2020
Q14	<p><b>Question: Proposer / Bidder</b></p> <p>Question:</p> <ul style="list-style-type: none"> <li>•Can the proposal be presented through a business partnership of two identified prime companies?</li> </ul> <p><b>Answer:</b> Joint proposals will be allowed as long as there is a formal entity for DEN to enter into a contract with if awarded. DEN will review the proposed structure to determine if it is permissible.</p>	11/18/2020
Q15	<p><b>Question: Exhibit B: Rates, Cost Effectiveness &amp; Consultant's Fee</b></p> <p>Question:</p> <ul style="list-style-type: none"> <li>•Should the cost be presented through a rate card?</li> <li>•Where can the EXHIBIT B Rates Template be found?</li> </ul> <p><b>Answer:</b> Rates should be submitted using the financial forms Exhibit E and Submittal 2.</p>	11/18/2020
Q16	<p><b>Question: AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES</b></p> <p>Question:</p> <ul style="list-style-type: none"> <li>•Should the proposer consider 24/7 conditions (holidays and weekends) for the Scope?</li> </ul> <p><b>Answer:</b> This would be dependent on the On-Call task, but it would not be part of the norm. Historically, some external surveying had to occur during evening hours due to aircraft movements.</p>	11/18/2020

No	Question/Answer	Question Date
Q17	<p><b>Question: AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES</b> FROM SLIDES: "POSSIBLE ON-CALL TASKS •Airport geospatial surveying •Data management analyses •Modeling •Surveying –LDP Coordinate system •Civil engineering •Cost estimation •Possible supplement staff augmentation" And</p> <p>•HISTORICAL GIS ON-CALL PROJECTS •DEN Right of Way Easement Research •Concourse interior scanning and modeling •Extension of staff •ALP Exhibit A survey work"</p> <p>Question: • Can the DIA team provide a representative example of a Task Authorizations, including scope, duration, effort, skill set, and other parameters?</p> <p><b>Answer:</b> DEN does not have any specific tasks identified as part of this procurement, the list of possible on-call tasks is provided to assist in putting together a comprehensive proposal. DEN will work with the awarded firm to determine what the specific task orders will look like.</p>	11/18/2020
Q18	<p><b>Question: Experience: General Statement of Work</b> TERM: The selected consultant(s) will supplement staff efforts to enhance those software capabilities through data creation and analysis. The consultant(s) will have demonstrated airport geospatial experience with cross platform data interoperability so that these different resources can all be used to better deploy available data to users. The existing ArcSDE (spatial database engine) database is the primary storage point for data which is used on the various platforms for design related tasks.</p> <p>Assumption: We understand that, being DIA an international Hub/Airport, international and global experiences across the world are also valuable for the evaluation process.</p> <p>Question: •Is this above understanding correct? •If not, oCan DIA confirm that only USA based experience will be considered in the evaluation?</p> <p><b>Answer:</b> DEN has worked with international companies that are allowed to conduct business in the US. Some projects will be able to be conducted remotely and some not (i.e. surveying/scanning) will require physical presence.</p>	11/18/2020

No. 202054609

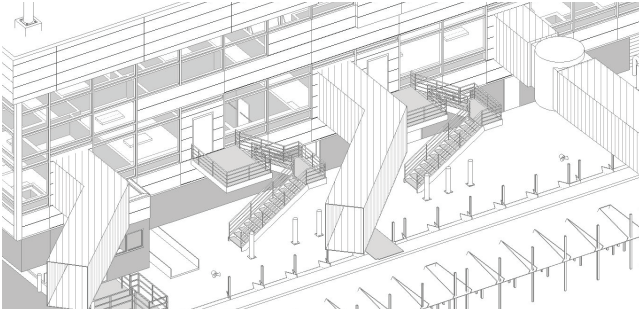
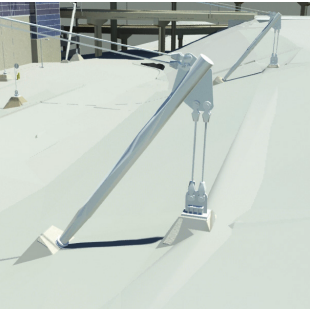
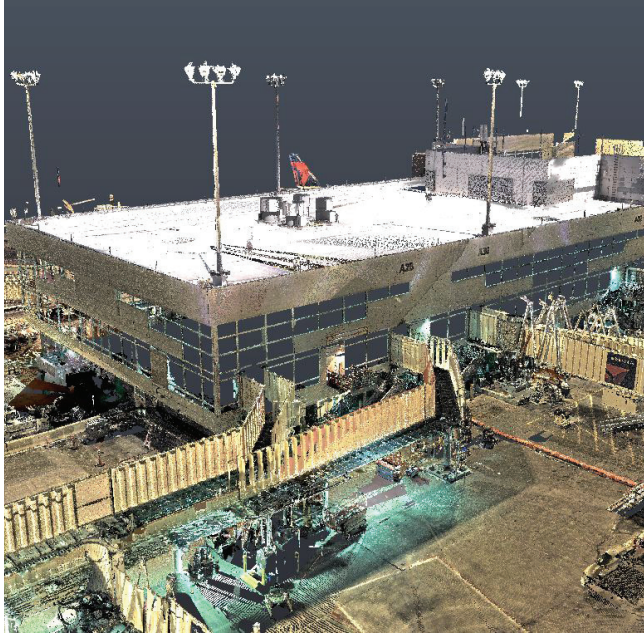
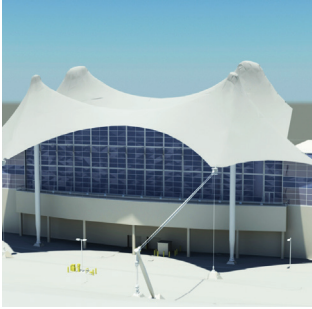
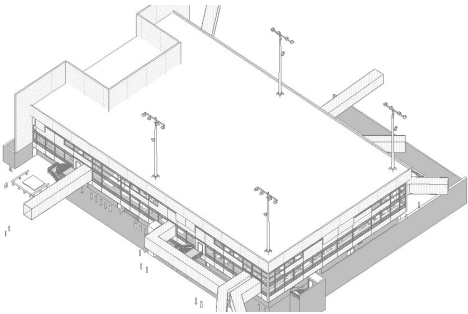
# Planning and Design On-Call Geospatial Support Services

Denver International Airport | December 8, 2020





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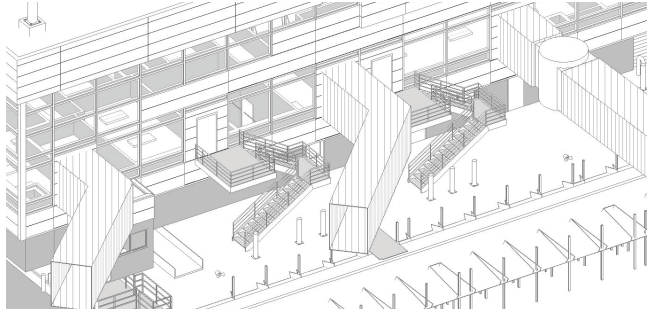
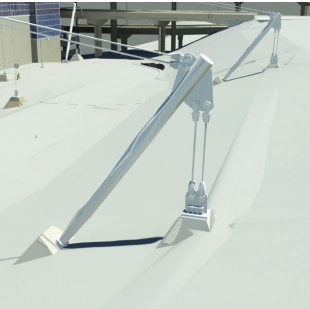
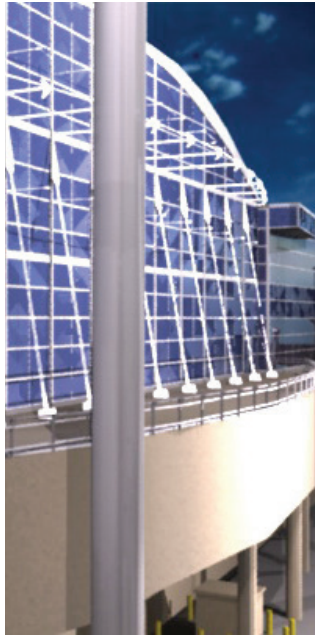
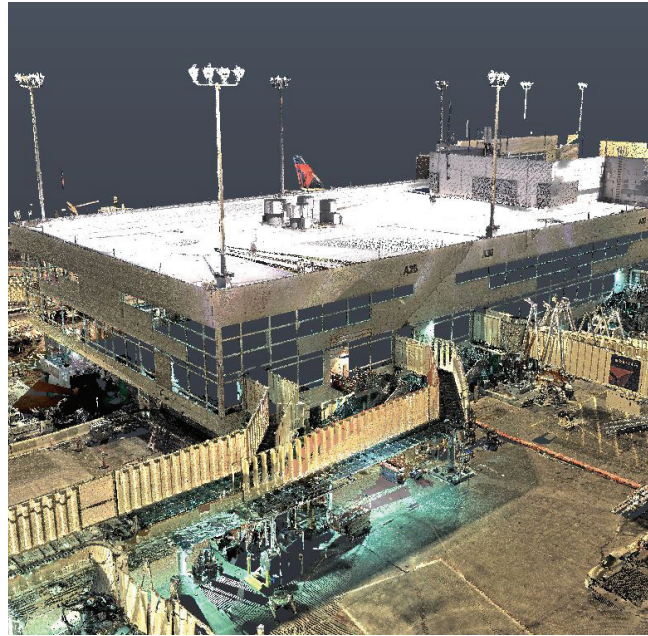
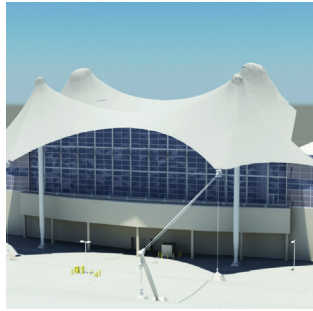
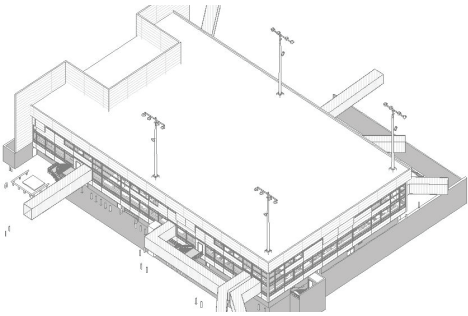




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# Section 1

Cover Letter





December 8, 2020

Paul Gilchrist  
 Contract Administrator  
[Contract.procurement@flydenver.com](mailto:Contract.procurement@flydenver.com)

**Re: On-Call Geospatial Support Services No. 202054609 (RFP)**

Dear Mr. Gilchrist:

As you embark on selecting a consultant for your On-Call Geospatial Support Services engagement, you need a firm with proven aviation experience to help the Denver International Airport (DEN) move forward with geospatial data and processes that are streamlined making the organization more effective and efficient. Woolpert, Inc. wants to continue our partnership with DEN, building your GIS program through the integration of AutoCAD, building information modeling (BIM), and geographic information system (GIS) data. Combining these platforms with our experience in surveying, remote sensing data, standards development, automation and scripting, export, transform and load (ETL) processes, 3D scanning and modeling, and our knowledge of FAA AGIS requirements will enhance the services and experience of the Airport.

Our Project Manager, Ed Copeland, has a significant amount of experience working at DEN and is widely considered a leader in the aviation geospatial industry. Our Deputy Project Manager, Todd Andrews, is local to DEN and also has significant experience in working at the Airport. Together, they will work with you to help develop innovative solutions by combining the right level of staff with the right technology and maintain adequate staffing levels and independent quality reviews to ensure our work is of the highest quality and is performed on time and within budget.

We are partnering with subconsultants that add value to DEN either for local knowledge or specialized experience. For this contract, we will ensure that all key staff members listed in Section 4 of this RFP response are available for the duration of the contract term. Below is our firm's information and the information of our six subconsultants, as requested in the RFP:

Firm Name	WMBE	Expertise	Type
Woolpert, Inc.		All Geospatial	Prime
Aclarity Consulting	WBE	CAD/GIS	Subconsultant
Arora Engineers, Inc.		Arc GIS Indoors/GIS Standards	Subconsultant
CCI Engineering Services	WBE	BIM/Civil	Subconsultant
HCL Engineering & Surveying	MBE	Survey/SUE	Subconsultant
Matrix Design Group		Urban GIS/Land Use Planning	Subconsultant
Planning Technology, Inc.		Air Space Analysis/App Dev	Subconsultant

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**On-Call Geospatial Support Services No. 202054609 (RFP)**

Page 2


Our proposal response includes many reasons for DEN to select the Woolpert team for your on-going geospatial support services, including:

- Aviation geospatial focused staff who take pride in what they do and are familiar with what it takes to manage geospatial data at a large hub airport.
- Appropriate level of staff to the appropriate tasks. Scoping helps us understand end user needs so that the approach is “right-sized” and that we collect only the data that is necessary, ensuring we keep projects costs in-line with the effort.
- Significant experience at large hub airports integrating CAD, GIS, BIM, and CMMS services with processes developed and maintained by Woolpert that can be repurposed for DEN’s specific uses.
- A true geospatial industry leader who invests in both our people and innovative technology to ensure valued solutions and the highest return on investment. We are different from traditional A/E firms; we focus on the geospatial component and consider Woolpert to be a true A/E/G firm.
- A team of GIS, survey, and engineering professionals that reside and work locally, resulting in an efficient and responsive team dedicated to providing DEN with a superior level of service.
- Our work at DEN since 2005, combined with our recent acquisition of Jviation (a Woolpert company), ensures Woolpert is knowledgeable in existing available data at DEN on both interior and exterior features. Being knowledgeable about the existing data available, the people you’re working with, and the business processes in place, ensures a seamless transition so the team is up and running starting on day one of the contract.

Ed and Todd’s exceptional project management leadership will assist DEN in managing this project. With over 42 years of combined experience dedicated to geospatial services within aviation, DEN can be confident that your program will meet expectations and ultimately achieve corporate goals. DEN will be able to create a sustainable process of maintaining geospatial data that maximizes efficiencies with access to accurate data while at the same time increases return on investment as it progresses.

Thank you for your consideration in reviewing our qualifications. We look forward to the next steps of creating a partnership that will deliver successful outcomes.

Respectfully submitted,

**Woolpert, Inc.**

Ed Copeland  
Project Manager  
Associate  
[ed.copeland@woolpert.com](mailto:ed.copeland@woolpert.com)  
512.264.4884

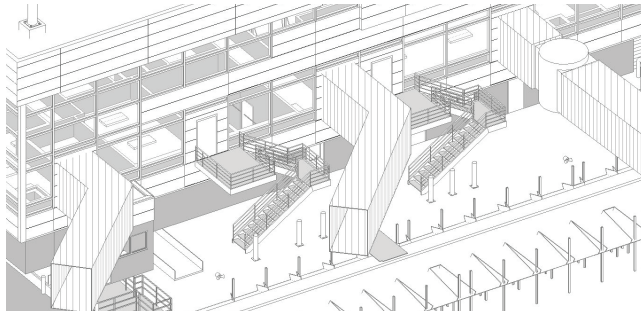
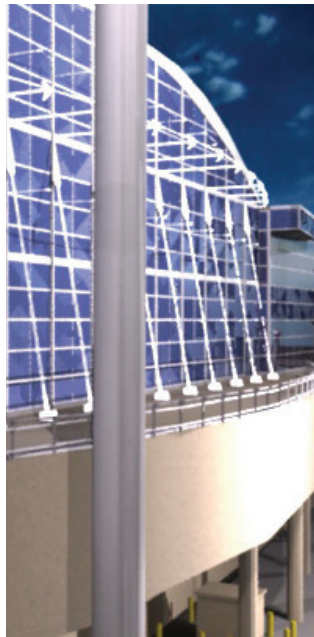
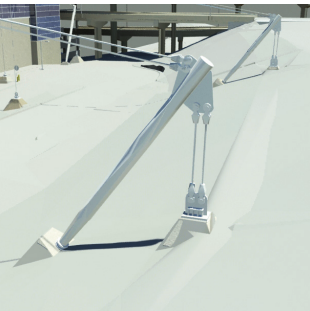
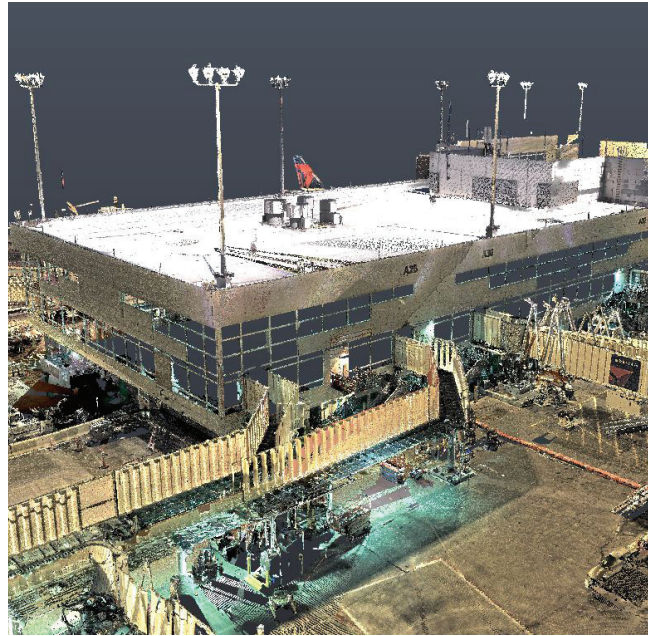
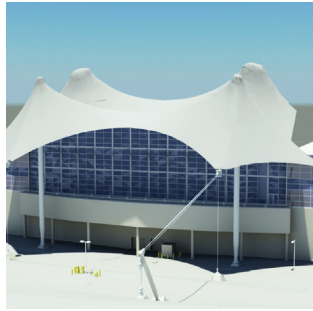
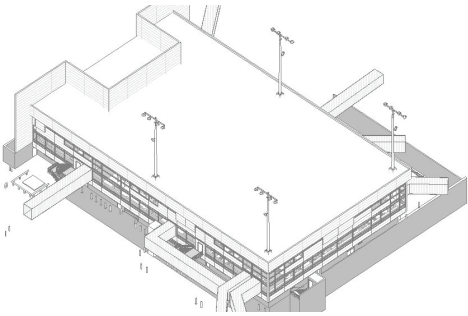


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## Section 2

Cost Effectiveness





## Section 2 | Cost Effectiveness

### Savings Opportunities

At any airport the size of Denver International Airport (DEN), there are a multitude of legacy datasets beneficial to new geospatial data collection projects. Woolpert takes pride in leveraging existing airport and/or publicly available data to provide cost efficiencies. Existing data is often overlooked but can be repurposed to provide cost savings. As geospatial data is transformed into work order management systems and/or asset management systems, it becomes important that the data is tied properly to previous mapping projects. Our work at DEN since 2005, combined with our recent acquisition of Jviation (a Woolpert company), ensures Woolpert is knowledgeable in existing available data at DEN on both interior and exterior features. Woolpert will review the scope of each task order to confirm the scope not only meets DEN's vision, standards, and specifications but other applicable Federal Aviation Administration (FAA) and national standards. **This upfront effort improves scope coordination, ensures all requirements for the tasks are identified early, and maximizes the cost efficiencies of each task order.**

### Value-Based Solutions

The Woolpert team is not just another geospatial and consulting company; we are first and foremost partners that collaborate with our clients to support their vision and goals. When a task is initiated, we take a holistic look at the situation to develop a solution that provides the best overall value to the program. We weigh the level of effort and cost against the value or return on investment of the outcome. Woolpert will meet with DEN at the beginning of the program to fully understand your goals—establishing a foundation of communication and collaboration for all future task solutions. This ongoing process ensures that we correctly assess situations in the rapidly and everchanging environment, as exemplified with COVID-19 this year. Goals and priorities are reassessed and modified on a regular basis to keep pace with DEN's needs.

Making value-based decisions includes the review of off-the-shelf applications, when appropriate, to determine the software or platform with the best fit to reduce overhead costs and enable easier future maintenance for DEN. Woolpert maintains partnerships with many vendors. We are not a reseller of any software or platform; we implement new technology that will deliver a return on your investment. As with applications, Woolpert determines the appropriate precision and accuracy for data collection and creation to meet business needs and provide cost savings by collecting only the data needed. **Woolpert develops solutions and data that analyze costs versus benefits to ensure DEN receives the best value for each dollar invested.**

### Process & Technology Value

As a technology firm, Woolpert stays on the cutting edge of technology for everything from aerial cameras and sensors to terrestrial, mobile, and airborne LiDAR capabilities. DEN benefits from Woolpert's leading edge technology that streamlines processes, costs, and schedule. Woolpert looks at each task order independently and reviews the technology tools that provide the best value while ensuring the safest working environment and minimizing disruption to DEN operations. As an example, we use mobile or terrestrial LiDAR to collect features inside the Runway Safety Area (RSA) without disrupting operations. **Woolpert excels at tailoring solutions to project requirements using the most appropriate technology, equipment, and personnel.** Depending on the project purpose,



timeline, and budget, Woolpert deploys the appropriate collection method taking into consideration cost and schedule.

Focused on aviation geospatial services, Woolpert brings a multitude of user experiences from airports across the nation to the DEN staff. We have faced and addressed many situations and challenges through our geospatial work at most of the top 25 airports in the U.S. Through these experiences, we have streamlined data collection processes to help airports incorporate CAD, GIS, and BIM platforms into work order management systems and/or asset management systems and trained airport staff and/or their consultants in these efficient processes.

## Competitive Edge

Woolpert is the right choice to support DEN's On-Call Geospatial Support Services initiative. We understand the ins and outs of the aviation world, enabling us to provide cost effective solutions based on experience and technology. DEN will realize the following advantages working with Woolpert:



Professionals acting as a **seamless extension of your staff**



Consulting firm with **aviation geospatial focused** employees



**Innovative approach** to problem solving through technology



'Right-sized' approach to tasks, **keeping project costs as low** as possible



Safety-focused staff that knows how to **minimize impacts** to airport operations

## Applied Knowledge to Controlling Costs

Effective cost control is a result of constant monitoring. For each task, Woolpert conducts internal progress review meetings with task leaders to monitor status. Discussions at these meetings include upcoming milestones, deliverable dates, consultant and/or client coordination, and areas of concern. To ensure project costs are managed within the budget, we use the Deltek accounting system. Deltek captures all project-related information including personnel, skill levels, and budgeted and expended hours/costs. The extensive database provides real-time access to data financials enabling project managers to stay on top of project expenditures, check task progress, and correlate both with budgets. If at any point costs seem out-of-line with the progress of the task, Woolpert implements a time-out policy where the progress is reviewed versus the budget, corrective actions applied, and the outcome distributed to the team. Woolpert's Project Manager, Ed Copeland, will provide monthly project reports corresponding with each invoice tracking progress versus budget.

## Subconsultant Coordination

Our subcontractors are integral to the overall Woolpert project team, providing expertise in their discipline area and adding value to our DEN team. **Woolpert's proven processes ensure DEN has access to a productive, well-managed team of professionals comprised of firms able to provide industry-leading services and meet Division of Small Business Opportunity (DSBO) requirements.** Woolpert has extensive experience in managing diverse teams comprised of multiple members. We understand and employ various management tools such as project websites, synchronized calendars, and web-based meetings to achieve effective communication and coordination with team members.



The subcontractors selected by Woolpert are specific to this pursuit and will provide technical services that are tailored for them, providing additional capabilities that Woolpert does not have or may need additional support. Our subcontractors are not just added people; they play a significant role on the team and in some cases may lead tasks with oversight from Woolpert management.

**For products and services produced by our subcontractors, Woolpert provides total overall leadership, technical management, administration, coordination, and quality assurance.**

Woolpert is ultimately responsible for all project deliverables; however, we encourage our subcontractor partners to participate in client meetings that support project planning and scheduling, task order negotiations, and project reviews, enabling them to gain experience and take full ownership of their role on each task. This ensures understanding project goals and how their individual efforts fit into the overall success of the GIS program.

Since this contract is for on-call services, the Woolpert team maintains a readily available network of subconsultants utilized on previous projects, that cover many niche areas and meet DSBO requirements. If a need should arise to utilize a niche firm for any specific services related to this contract, Woolpert will supply the right personnel for the project.

## Optimizing Expenses

**Strategic Deployment of Resources.** Woolpert provides team resources that deliver the best value for each task. While many of our team members are local to Denver, we also have a support team of aviation-focused geospatial expertise across the country. Weekly meetings are held among the aviation geospatial staff to discuss specific areas of expertise needed for each task. This is tracked through our Resource Allocation process in Woolpert's Deltek accounting system to ensure the appropriate resource is scheduled for your project. This process also applies to subconsultants brought onto our team for their specific expertise.

**Maximized Productivity.** The key to maximizing productivity is staffing each task with the correct resources. It is equally important that the team members have the right tools and/or technology available. **As a technology firm with dedicated aviation geospatial staff, this is the Woolpert team's strength.** Woolpert, along with our subcontractors, has a valuable resource pool that enables us to provide support at all skill levels to meet your budget with an optimized staffing plan. Our experience working at numerous airports and on a variety of geospatial data projects has helped Woolpert develop numerous proven automated processes and routines that can be applied at DEN. Whether it is an export, transform, and load (ETL) process to transfer data between CAD, GIS, BIM; or tools to automate obstruction processes or auto apply GIS attribution, Woolpert's team provides maximum value and productivity.

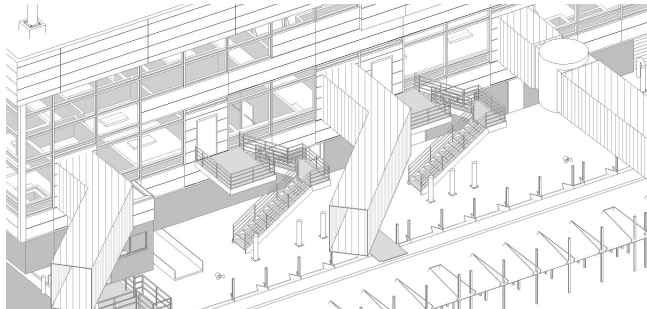
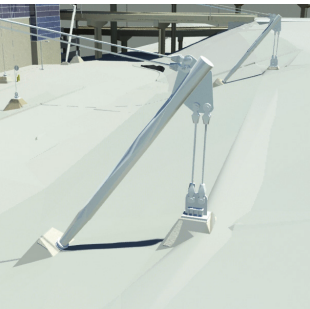
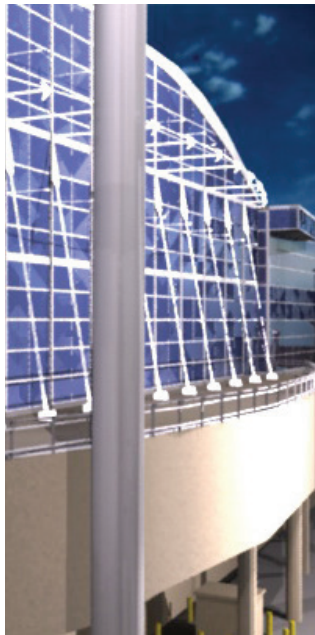
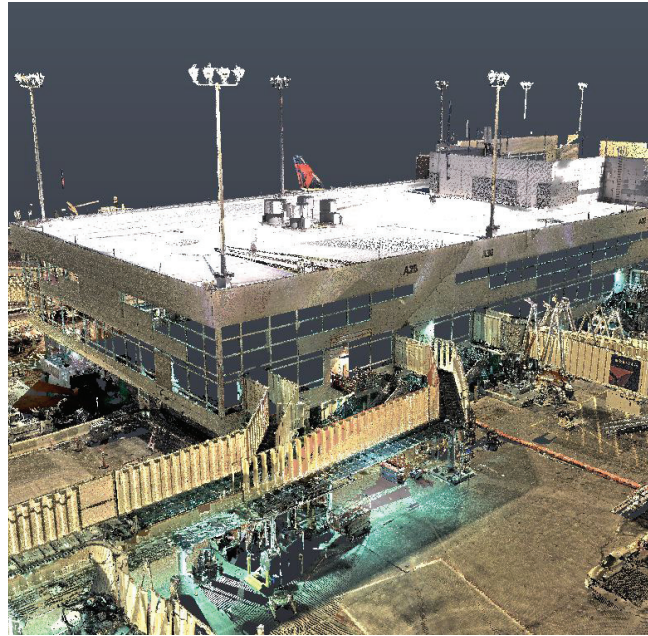
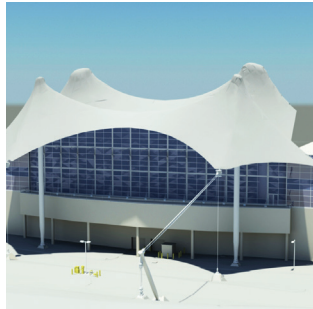
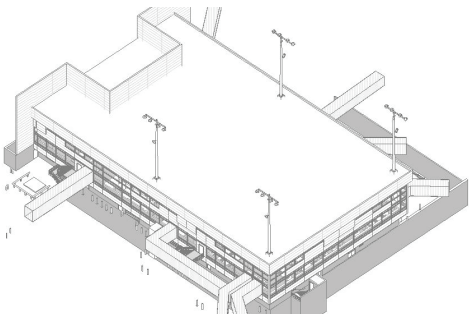
**Minimized Changes.** Managing change to project scope, cost, and schedule are critical components to a project's success. The best way to mitigate change on a project is through close communication and alignment of the scope, schedule, and fee with each task and the overall goals of the DEN geospatial program. However, Woolpert also recognizes changes are part of the normal project lifecycle and it is just as important to manage these changes as it is to mitigate them.

Woolpert takes a proactive and comprehensive approach to managing change as a part of a task/project. DEN or Woolpert may initiate a change request when there is a perceived need for a modification that affects the desired or anticipated outcome of the task/project. A Change Control Notice (CCN) form is completed to define and track the change. All CCNs must be signed by both DEN and the Woolpert Project Manager to indicate acceptance of the change.



# Section 3

## Understanding the Project





## Section 3 | Understanding the Project

### Understanding

Woolpert's team has more than 15 years of experience working at DEN, is familiar with the facilities, and will hit the ground running on day one to provide innovative technical services for the requested tasks. Through previous projects, we are familiar with the layout, function, and performance of DEN, and many of our team members have supported you with GIS, mapping, and engineering services in the past. Supplementing our team with existing and new subcontractor members allows us to combine our DEN experience with expertise from airports across the U.S. to implement the best solutions for your needs.



As an on-call contract, we understand that services will be requested for a variety of projects. Our team is comprised of diverse partners enabling us to immediately and cost effectively respond to every element of DEN's future needs. We have subject matter experts (SMEs) in all elements of the scope and an experienced Project Manager that will help DEN build on the existing GIS, BIM, and CAD systems in a cost-effective and proficient manner.

### Safety

Woolpert understands that safety is a primary concern for any airside project at DEN. The Woolpert team has several crews that have completed Security Identification Display Area (SIDA) and driver training that can be badged for airside work. Our vehicles are clearly and appropriately marked and have integrated safety lighting to move safely about the airfield. All survey vehicles located on the airfield are outfitted with two-way, air-band radios to communicate with Air Traffic Control (ATC).



**Woolpert has completed more than 1 million-airside survey manhours on airports with zero runway incursions or safety-related issues.**

In addition to individual and airfield safety, Woolpert will ensure the security of DEN's VPN, servers, and data. All Woolpert employees and associates attend annual cyber security training and understand that keeping DEN data safe is crucial. The Woolpert team has a history of working at numerous airports and government organizations where access to information is paramount. Our standardized approach protects client infrastructure and adheres to client safety protocols for security, such as SSI and financial information.

### Planning

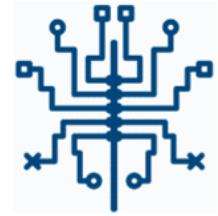
When DEN issues a Task Order (TO), Woolpert will evaluate the requirements; create a project plan to fit the requirements of the task; and coordinate with ATC, Airport Operations, and the Airport's staff to rapidly execute the plan. The project plan will contain a statement of work that addresses the technical approach and deliverables, as well as component plans for schedule, cost, quality, communications, and risk management. Once prepared, the plan will be submitted to the Airport's project manager for review and acceptance. Woolpert understands that due to the number of aircraft operations at DEN, some projects may need to be completed at night during non-peak hours. The Woolpert team is ready and able to accommodate the needs of the Airport 24/7 to meet project requirements.





## Complexity, Challenges, and Problems

The RFP for this pursuit lists 16 potential tasks; each brings their own set of unique circumstances, challenges, and problems. As an on-call engagement, Woolpert will review DEN tasks as they are assigned and vet existing and potential subconsultants, including our MWBE pool, to ensure that DEN receives the expertise required to successfully complete each task.



These tasks include everything from data collection processes, schema updating, and data conversion processes to automation and scripting, and system support. Our review of the information provided categorizes DEN's potential needs into four primary categories. Below we address issues and mitigate the complex challenges that this type of work encompasses. While new challenges are always on the horizon, we have the team in place to deal with the unforeseen and help DEN document and plan for those items if they arise.

### Data Collection

Woolpert takes pride in our data collection capability, which is one of our core business services—providing quality products that meet or exceed client expectations. Starting with scope development, we will ensure we have a detailed layout of what and how data will be collected before we deploy state-of-the-art equipment and/or our professional field staff. We will collaborate with DEN to understand the data's end need so that the right information is captured at the right cost, ensuring that we right-size each task specific to your needs and not collect more expansive data than what is needed or can be maintained.



#### Data Collection

- Understanding the level of photography
- Knowing the business drivers
- Ensuring a safe working environment

### Data Management

Key to maintaining a quality GIS program, data management is the cornerstone to ensuring that applications and analysis are driven by the best information available. Through clearly defined data definition models, standards, and rigorous quality control processes, Woolpert will identify the right source of data by working with DEN staff and make sure the data, whether new or existing, meets the standards and accuracy needed. Maintenance and distribution of data is a time-consuming effort; Woolpert will collaborate with DEN to define crosswalks and automation tools that allow data to freely move between platforms; pushing and pulling data from various systems.



#### Data Management

- Obtaining stakeholders buy-in
- Aligning processes with data standards
- Aligning the GIS schema
- Aligning automation and scripting processes
- Creating accurate data models



## Data Analysis

Enabling end users to see data in an intelligent three-dimensional way through charting, dashboarding, and processing allows airports to use data to make real-time decisions. Woolpert will develop tools for DEN to help analyze data on web and desktop platforms for items such as land use compatibility, airspace restrictions, utility networking, line-of-sight analysis, and auto-creation of plan and profile sheets. Woolpert's data scientists will take data, whether spatial or not, and develop maps, tabular graphics, and web services that provide visual insight for DEN's end users and management.



### Data Analysis

- Ensuring the data is 3-dimensional
- Aligning with CAD standards
- Ensuring complete project understanding

## Application System Support

Part of an enterprise GIS program is building tools and applications that can be easily accessed in a variety of ways. Woolpert will utilize out-of-the-box configurations whenever possible and is software agnostic when helping DEN decide on the best solutions throughout the organization. When it is necessary to provide a custom solution, our application specialists, well-versed in a multitude of programming languages, will write fast and reliable applications. We will evaluate the creation of a new application or build automation by asking DEN what problem we are solving and what the return on investment is in terms of cost and time savings, or error omission for the airport.



### Application System Support

- Configuring out-of-the-box tools
- Involving the IT department early on
- Identifying optimal areas for automation
- Creating data standards for POIs, wayfinding, etc.

## Approach and Philosophy to Problems

Woolpert approaches challenges by proactively identifying potential problem areas and collaborating with key stakeholders to create a plan of attack. All project have the potential for conflicts. **How quickly the conflict is dealt with and resolved measures the success of the assignment and DEN's satisfaction with our performance.** Woolpert's philosophy for conflict resolution is simple: once a conflict is identified, we immediately work with DEN's Project Manager and key stakeholders to review the situation, develop a list of potential solutions, and make recommendations on the best way to proceed. Our experiences show that the more quickly a conflict is resolved, the more advantageous it is for all parties concerned. Once a solution is implemented and is being monitored, a root cause analysis (RCA) is conducted (depending on the complexity of the situation) and the results shared with the team as a learning experience.

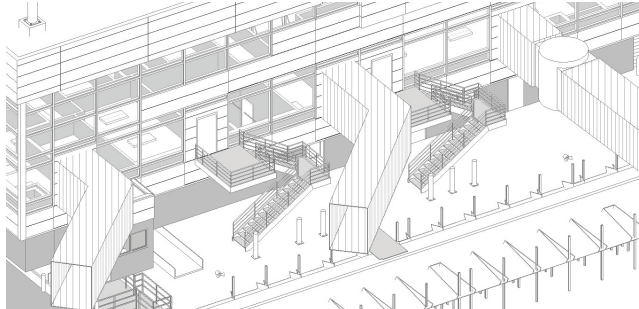
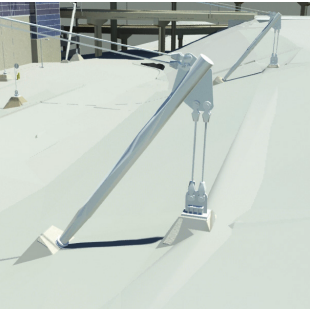
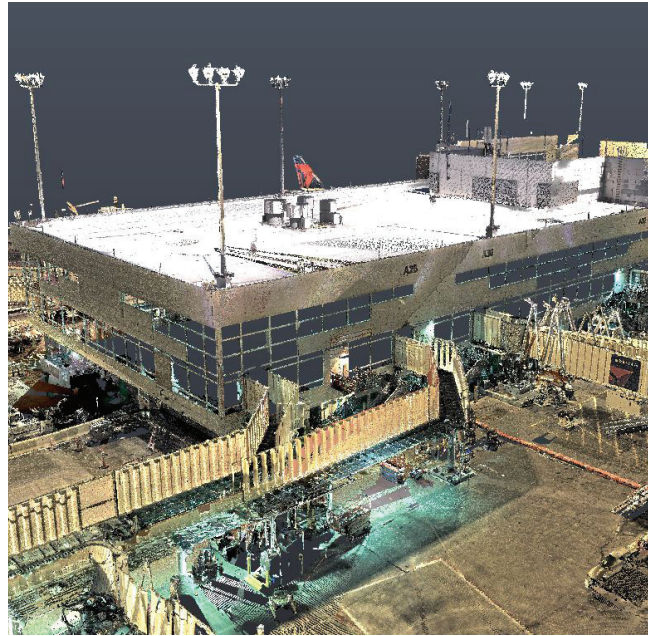
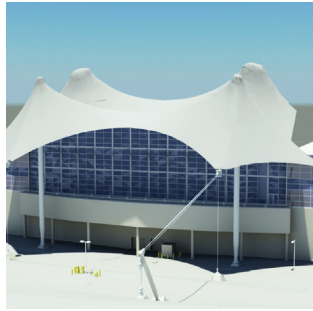
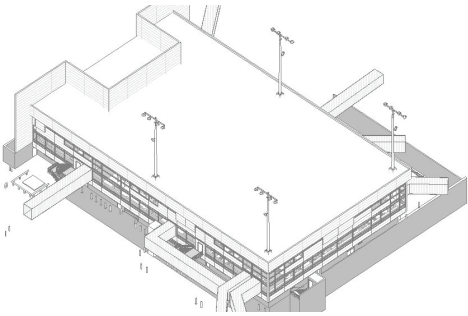
## Experience Dealing with Key Issues Relating to Scope

Through many years of successful solution implementation, Woolpert has learned that the key to dealing with issues related to scope is a well-devised communication plan that is organized and provides a platform for tracking project-related concerns, changes, and/or clarifications. Using collaborative, web-based communication tools such as SharePoint and Smartsheet, project stakeholders have immediate access to the project issues log. Once project decisions are final, documentation is distributed to the project team for continuous process improvement.



# Section 4

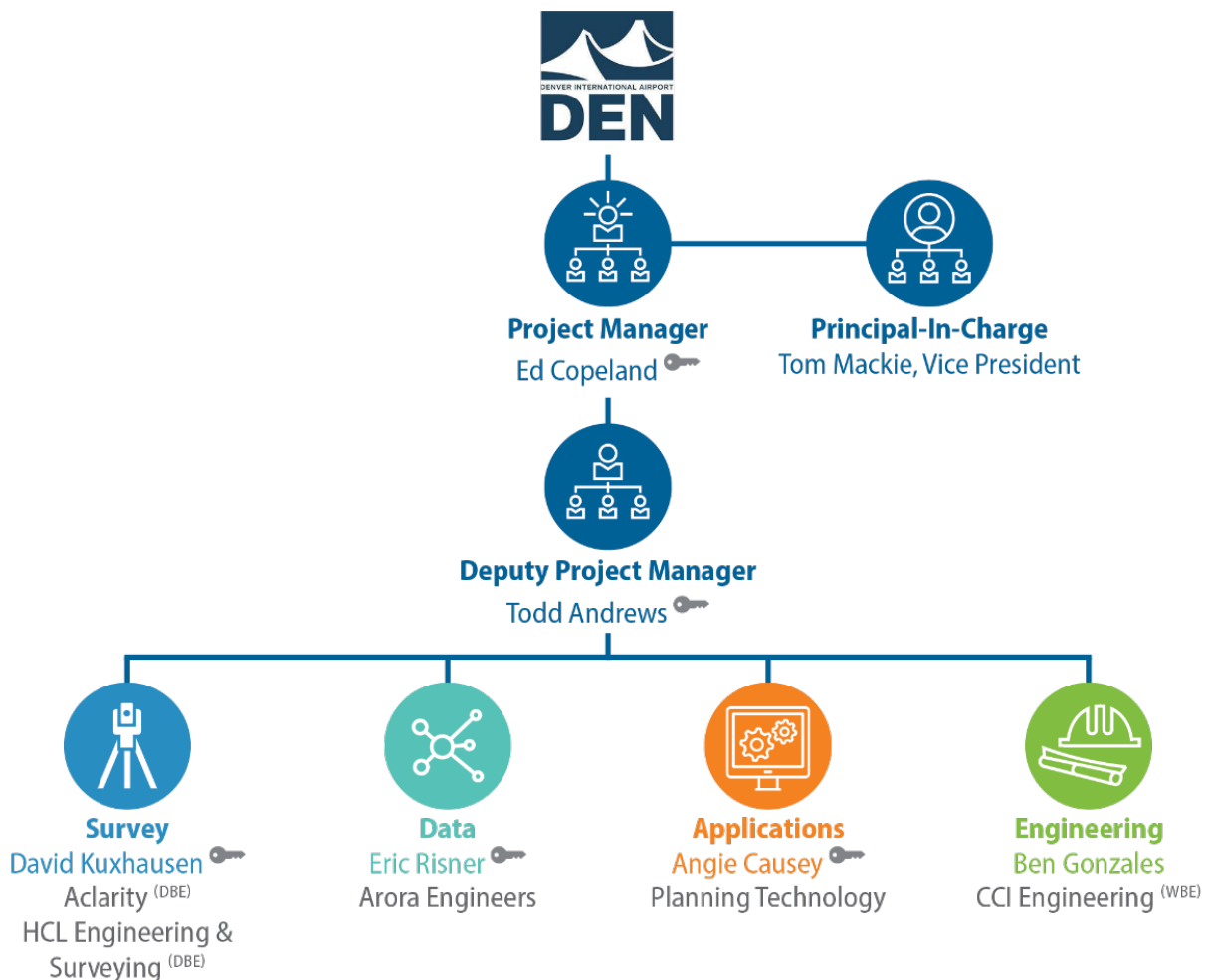
## Key Personnel





## Section 4 | Personnel

The Woolpert team is organized to efficiently and effectively perform DEN's On-Call Geospatial Support Services engagement. To support both the technical and operational aspects of this project, our management approach leverages two nationally recognized industry leaders: Ed Copeland, serving as Project Manager, and Tom Mackie, serving as the Principal-in-Charge. Tom is an expert in the FAA Airport GIS (AGIS) program working on data development and authoring the AGIS and standards since its inception in the early 2000s. As the Principal in Charge, Tom will advise and support the project team and DEN by implementing best-practices. Ed will work closely Tom and with DEN management and technical staff to guide Woolpert's technical resources and deliver a successful project outcome. The organizational chart below outlines Woolpert's core team. Resumes for our project team can be found in Section 10.



Notes:

Woolpert staff names are listed in color; supporting subconsultant firms are listed in gray.

= Key Staff.



## Ability to Perform

Woolpert has worked with the City and County of Denver for 15 years and has direct experience with DEN since 2005, providing various GIS and engineering technologies that add the value of longevity and foresight into DEN's future integration and operations. Ed Copeland, a nationally recognized enterprise systems expert, is supported by Todd Andrews as Deputy Project Manager. Todd and many of our team/partners are located in Denver. With 88 resources focused on GIS and survey, Woolpert's Denver office is just 30 minutes from the Airport, enabling us to work closely with your team.

We understand that spatial data is an integral part of systems across Airport business operations. Woolpert has over 350 geospatial specialists, serving clients with data, planning, technology, and systems services to bridge the gaps between the data, systems, and end-users. **Our team members have extensive backgrounds and a keen understanding of how to move physical assets to the digital world, and then integrate the information into enterprise information management systems that provide accurate data for real-time decision making and business planning that increases organization-wide efficiency.**

The Woolpert team is well versed in successfully managing similar projects. Direct experience managing on-call and geospatial projects will be invaluable to DEN. In the numerous aviation projects that our staff members have completed, they consistently meet critical schedule milestones. We will do whatever it takes to meet deadlines, including working extended hours, weekends, and redirecting additional staff to assist at critical times. Meeting schedules is a top priority on all projects and is an effort we do not take lightly.

## Project Management Controls

Our project management approach focuses on the five key areas below. We will actively monitor them from start to finish to deliver successful project outcomes.

- **Scope of Work.** A clearly defined scope of work establishes the key project deliverables and milestones for a project. This effort serves as the road map for executing the work.
- **Schedule.** A comprehensive implementation schedule will be developed with key milestones and deliverables based on the mutually agreed to scope of work. The final schedule will incorporate DEN and other key stakeholder review and comment periods.
- **Budget.** Developing a budget from the schedule and scope is vital to project success. Ed Copeland will monitor the budget weekly to ensure that production goals for the project are met. If any deviations are encountered, we will develop a recovery plan to efficiently accomplish the remaining tasks within budget.
- **Progress Reporting.** Keeping the Airport informed on the progress of the project is essential. It demonstrates that the project is on schedule and the goals of the project will be realized.
- **Quality Control.** We have learned that a comprehensive quality control program is invaluable to project success. We commit that the project will be quality checked by the Project Manager and Deputy Project Manager, and the Quality Control Managers for the thoroughness and accuracy of deliverables.

## Subcontractor Qualifications

Woolpert partners with firms, not simply to satisfy the requirements of a project, but to provide a seamless solution for our clients that delivers quality and value. We have successfully partnered with the majority of our subcontractors but continue to add new firms to expand both DEN's and our MWBE network and business. Woolpert maintains an established, strong subcontractor management



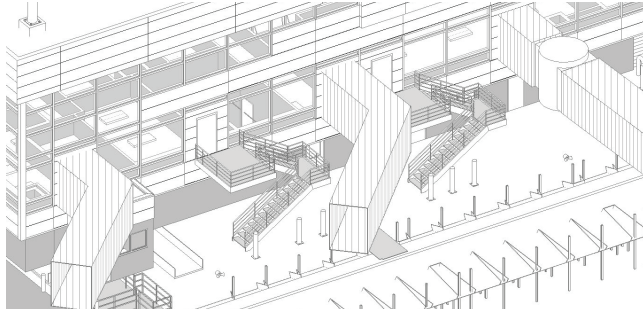
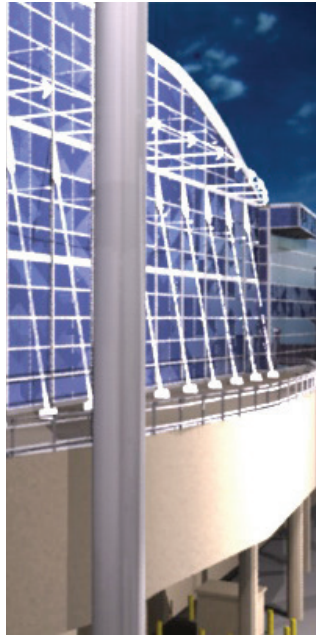
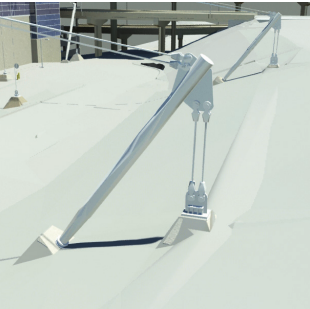
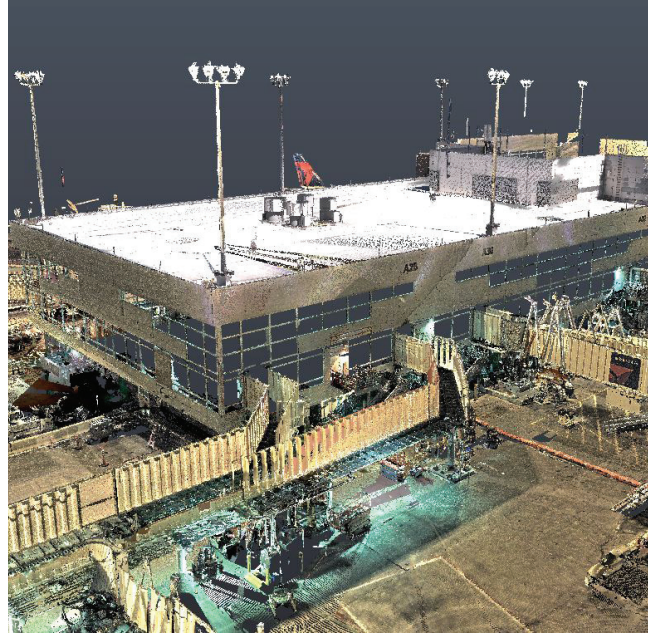
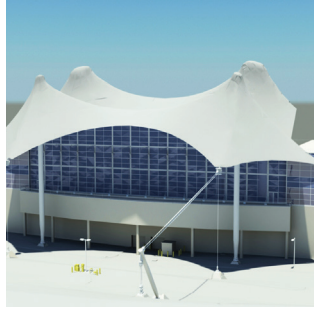
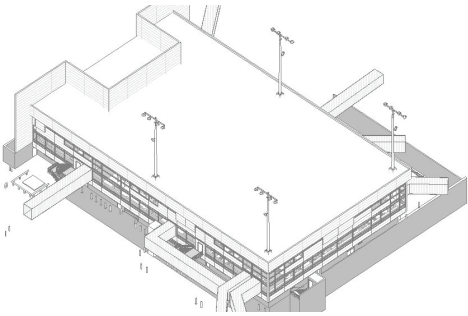
structure to provide efficiency, effectiveness, and responsiveness to task order requirements. Ed Copeland will oversee the subcontractors below.

Woolpert Team Partners	Expertise	Primary Role
	<p>Aclarity provides multi-disciplinary services to local, regional, and national aviation clients in the public and private sectors. The firm's technical capabilities focus on geospatial/AutoCAD and project management.</p>	<p>CAD/GIS</p>
	<p>CCI Engineering Services offers planning, engineering, and technical support services for aviation clients. They excel at CAD and BIM standards and programs. CCI has partnered with Woolpert since 2007.</p>	<p>BIM/Civil</p>
	<p>HCL Engineering &amp; Surveying provides comprehensive surveying, subsurface utility engineering, and land surveying services. They understand the deliverable requirements of the DEN survey team through recent work on Concourse A East and West expansion. HCL has partnered with Woolpert since 2007.</p>	<p>Survey/SUE</p>
	<p>Arora's geospatial practice provides a full range of data and technologies focused on aviation planning, design, operations, and maintenance activities. Previous projects at DEN (VMP Gap Analysis, Trax Premium Smart Restrooms) provide a working knowledge of DEN processes. Arora has partnered with Woolpert since 2015.</p>	<p>ArcGIS Indoors/Data Standards</p>
	<p>Matrix Design Group provides professional planning and program management services. GIS is an integral group within Matrix and works in lockstep with their planning and design teams to provide data, as well as state-of-the-art spatial analyses. Matrix has worked with DEN since 2012 and is currently providing on-call professional design and GIS services for DEN Real Estate.</p>	<p>Urban GIS &amp; Land Use Planning</p>
	<p>Planning Technology, Inc. provides technical and analytical services applying state-of-the-art computer technology for aviation clients. They understand the development and integration of these systems into the aviation environment. PTI has partnered with Woolpert since 2010.</p>	<p>Airspace Analysis / Application Development</p>
<p>  DBE            MBE            WBE         </p>		



# Section 5

## Aviation Experience





## Section 5 | Aviation Experience

**The Woolpert team offers an unparalleled level of experience and knowledge in managing spatial data, leveraging that data to improve business processes, and managing assets effectively within airports.** Woolpert has implemented, sustained, and modernized enterprise GIS at more than 250 public agencies across the U.S., and we are confident that our nationally recognized (yet local and regional) staff will operate as an extension of DEN’s enterprise GIS team in a true collaborative environment.

Through our on-call projects, the Woolpert team has provided services for a variety of geospatial tasks to help clients sustain programs that include everything from developing a strategic roadmap, installing software and hardware, and implementing new applications to collecting new data and sustaining existing data. **This team of geospatial aviation experts has the skills that will keep DEN at the forefront of GIS with new, innovative, and useful geospatial solutions to help operate and maintain a smarter airport.**

With our work at numerous airports and the understanding of how departments throughout an organization similar to DEN rely on spatial data and tools, we bring ideas and processes successfully implemented at other airports. In addition, Woolpert implements new technologies using spatial data that will help modernize DEN’s GIS for efficiency and cost effectiveness.

The Woolpert team offers distinct advantages over the competition. Our position as an industry leader in geospatial technology allows us the unique perspective of firsthand knowledge of how data is created from aerial and various geospatial mobile platforms. The Woolpert team also offers DEN long-term, business partner relationships with the industry’s technology leaders—including Cityworks, AutoDesk, Esri, and Google—enabling DEN to take full advantage to enhance your own capabilities.

As demonstrated throughout our proposal, the breadth of experience available to DEN from our strategically developed team is unsurpassed. The chart below ties directly to the identified potential scope tasks and systems in the RFP and to our team’s similar experience at DEN and other airports.

	ORD	DAY	DEN	BOS	ATL	CMH	RDU	SLC	SFO	PHX	TUL	DTW
Aerial Photography, Planimetrics, DEM/DTM	✈	✈	✈	✈	✈	✈	✈	✈	✈	✈	✈	✈
Schema Development		✈	✈	✈	✈	✈	✈		✈	✈	✈	✈
Data Collection & Attribution	✈	✈	✈	✈	✈	✈	✈	✈	✈	✈	✈	✈
Data Conversion	✈	✈	✈	✈	✈	✈	✈	✈	✈	✈	✈	✈
3D Analysis	✈	✈	✈	✈	✈	✈	✈	✈	✈	✈	✈	✈
Custom Mapping & Analyses	✈	✈	✈	✈	✈	✈	✈			✈		
System Support	✈	✈	✈	✈	✈	✈	✈		✈	✈	✈	✈
Automation & Scripting	✈	✈	✈	✈	✈	✈	✈		✈	✈	✈	✈



	ORD	DAY	DEN	BOS	ATL	CMH	RDU	SLC	SFO	PHX	TUL	DTW
Indoor/Outdoor Geospatial Data/Tools/Models	✈	✈	✈	✈	✈	✈	✈		✈	✈		✈
3 <sup>rd</sup> -Party Geospatial Data Interoperability	✈	✈	✈	✈	✈	✈			✈	✈		✈
Quality Checks with FAA AGIS	✈	✈	✈	✈	✈	✈	✈	✈	✈	✈	✈	✈

## Previous Projects

### San Francisco International Airport (SFO)—On-Call GIS/AM Consulting

**Scope:** Woolpert has acted as the airport’s on-call GIS consultant for more than nine years, providing two full AGIS data collection and conversion projects, and strategic GIS/BIM consulting. Most recently, we completed four Contract Service Orders (CSOs): 1) CAD standards update, 2) GIS strategic plan development, 3) new aerial imagery collection to update the airport’s GIS (AGIS) to reflect SFO’s significant capital improvement program, and 4) conversion of all facility floor plan data from 2D CAD to 3D GIS, as well as development of a data maintenance workflow.

**Outcome:** Woolpert developed CAD and GIS standards that aligned with BIM implementation goals, updated the exterior mapping to meet FAA specifications, and updated the interior floor plans to meet the newly developed GIS specifications.

#### Benefit to DEN

Woolpert created a template based on the updated CAD & GIS standards that can be used for future DEN implementations. The ETL processes can be reconfigured for QA/QC and CAD-GIS-BIM data exchange processes at DEN.

**We build on prior successes, rather than starting over.**

### Chicago Department of Aviation—On-Call FAA CMMS

**Scope:** Woolpert has provided ongoing Electronic Logging System (ELS) customer support to O’Hare International Airport (ORD) and Chicago Midway Airport (MDW) for the Chicago Department of Aviation for over eight years. This software provides ORD and MDW with enhanced Part 139 inspection and work order management processes, as well as geofencing technologies which improve safety during low visibility storm events. ORD and MDW have state-of-the-art Part 139 inspection processes which have continually passed FAA certification inspections. The ELS simplifies work order requests and provides each airport with a customized application to meet business specifications.

**Outcome:** The Woolpert Information Technology (IT) team provides software patches to prevent service interruption, monitors ELS error logs, performs spatial and non-spatial data updates, and upgrades other systems requested by ORD Operations, such as the recent integration of the NOTAM Manager. Since 2002, the ELS has helped ORD and MDW score perfect marks from the FAA for airfield safety. Additionally, Woolpert collected and maintained FAA eALP data for MDW and ORD. For MDW, Woolpert was brought in after a

#### Benefit to DEN

Woolpert knows Part 139 inspections and connectivity to FAA items like NOTAM Manager from the inspection software. We have developed many rules and logic within software for Part 139 operations and airfield maintenance activities. Our intuitive applications meet requirements and reduce input from a user. This also shows the value of having a knowledgeable consultant on the FAA standards, to assist with issues in the MDW initial dataset.



previous consultant failed to deliver the data to FAA specifications. Woolpert cleaned up GIS geometries and updated the GIS schema and attribution. At ORD, Woolpert collected and attributed eALP data in 2016 for the entire airfield, including an obstruction survey of all eight runways,

## General Edward Lawrence Logan International Airport (BOS)—On-Call AM/GIS Services

**Scope:** The Woolpert team has provided AM/GIS services at BOS since 2012. The initial portion of this project created and submitted a complete and useable FAA approved eALP. Since the initial project, Woolpert provides on-call support for data, applications, and field services.

**Outcome:** Woolpert created a reusable process that allows the airport to maintain the data deliverables beyond the initial project for airfield data including utilities. New CAD and GIS standards were developed with ETL processes for the seamless transfer of data back and forth. Existing floor plans were updated based on field measurements and delivered in a GIS format for Massport's use. Woolpert also helped develop a new addressing system with the assistance of our subcontractor, Arora Engineers.

### Benefit to DEN

Woolpert's existing business processes developed AGIS data along with a sustainable process to keep airport data current. We implemented and are familiar with ESRI's utility model network schema used for the utility data versus the FAA's generic model.

## Tampa International Airport (TPA)—On-Call Cityworks and CAD/GIS Support

**Scope:** The Hillsborough County Aviation Authority (HCAA) selected Woolpert for a multi-year on-call contract to support their Enterprise GIS and Cityworks CMMS implementation, including help with data, applications, automation, ALP, and Exhibit A updates.

**Outcome:** Woolpert developed interior and exterior CAD standards, created GIS standards, and provided on-call consulting services for Cityworks and TriTech (a Computer Aided Dispatch software). Woolpert updated TPA's reporting within Cityworks to better support business processes and developed an ETL process to transfer incident reports from the TriTech software into Cityworks automatically at five-minute intervals.

### Benefit to DEN

Woolpert is familiar with CMMS processes and system integrations between a CMMS platform and other items such as a Computer Aided Dispatch. The GIS schema created was specific to TPA but compliant with ArcGIS Indoors.

## Raleigh Durham International Airport—On-Call GIS Support

**Scope:** Woolpert worked with Raleigh-Durham International Airport (RDU) to improve its web-based GIS application (Esri ArcGIS 10.7.1). RDU wanted an electric system data schema for a planned data collection phase, as well as support for any potential issues during the upgrade of its Airport IQ Business Manager (ABM) application.

**Outcome:** Woolpert updated source codes; improved the water geometric network; ensured connectivity; created electrical system data; identified data gaps; offered technical upgrade support, prepared responses, and proposed solutions; and deployed all updates onto RDU servers. As a pure HTML/CSS/JavaScript application, the new site is fast and browser-agnostic.

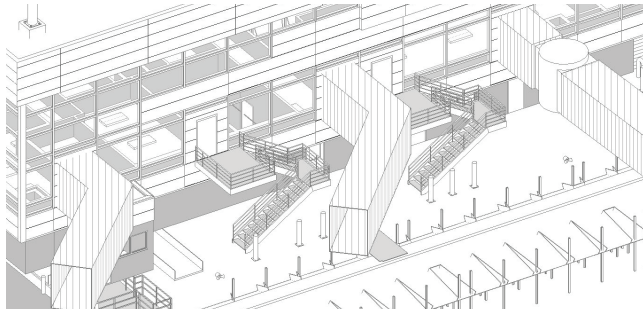
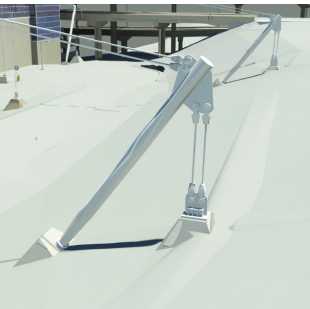
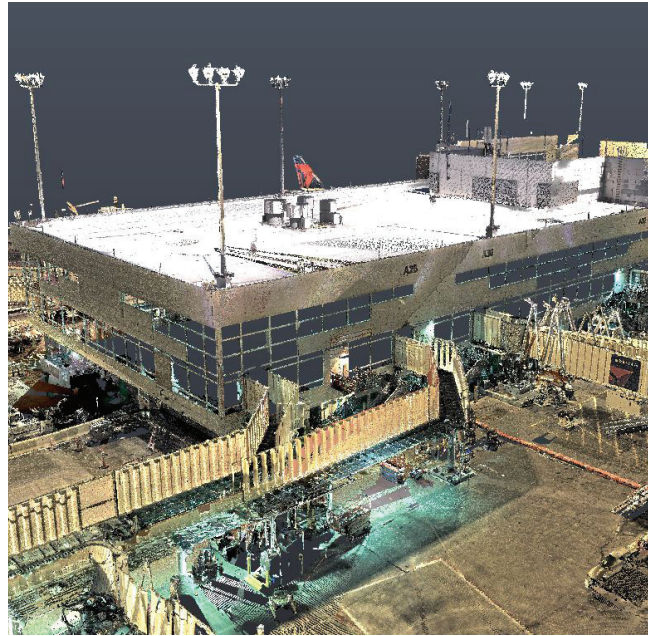
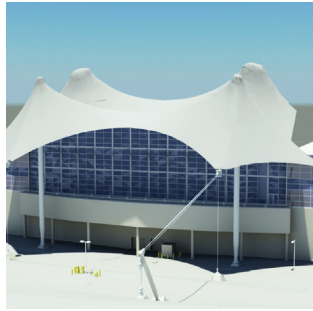
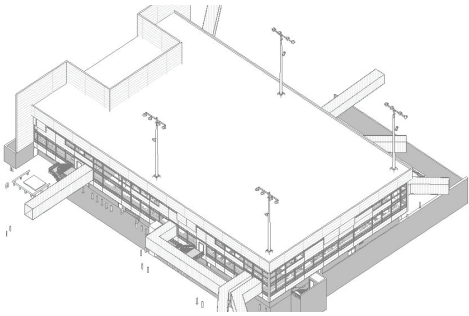
### Benefit to DEN

Woolpert's building application experience in Esri and ability to migrate existing applications to the latest technology enables better and faster tools for the end user. We use off-the-shelf applications to save costs but also have the expertise to customize.



# Section 6

## Survey Experience





## Section 6 | Survey Experience

DEN needs a land surveying firm capable of performing a number of different services safely and without disruption in an airport environment. Starting as a surveying firm in 1911 and completing more than 1,900 aviation projects, the Woolpert team brings the perfect level of experience, personnel, and technology to meet all of DEN's requirements. Woolpert's previous work with DEN provides us with significant experience in all of the requested services, as well as processes, procedures, and overall organization. **DEN can trust that the Woolpert team will work safely while minimizing any impact to Airport operations.** Woolpert understands that safety, scoping, planning, communication, data collection, and quality control are of utmost importance to the success of any survey project at DEN.

**Woolpert is an industry leader in creating and manipulating spatial data to improve planning, design and construction processes** supporting operations, maintenance, and business processes; developing custom software for both internal and public-facing GIS, developing aeronautical data for various kinds of airport projects, and meeting the FAA's Airports GIS standards,. All of the projects presented on the following pages contain surveying and spatial data collection including numerous LiDAR surveys, geodetic control establishment (PACS/SACS), topographic mapping, GIS implementation, subsurface utility engineering (SUE), and boundary surveys including Exhibit A documents. The chart below directly ties to the identified potential scope tasks and systems in the RFP and to our team's similar experience at DEN and other airports.

	DAY	DEN	BOS	ATL	CMH	CLE	PHX	TUL	IAH	DTW
Interior/Exterior LiDAR/3D Scanning	✈	✈	✈	✈	✈		✈		✈	✈
Post Processing & Model Updates		✈			✈		✈		✈	
FAA Exhibit A Surveys	✈	✈				✈		✈		✈
Civil 3D Studies	✈	✈	✈	✈	✈	✈		✈	✈	✈
Cost Estimating	✈	✈		✈	✈					

### Previous Projects

#### Denver International Airport—Multiple Services

**Scope:** Woolpert provided LiDAR scanning and BIM development at DEN. The survey information collected during this project assisted in BIM development of the western end of Concourses A and B and the south side of the terminal building.

**Outcome:** The point cloud collected through the control and scanning steps was modeled into building features to define as-built conditions. The primary focus was interior features for connectivity of future construction and expansion of the concourse. Modeling was provided in Revit with a combination of auto, semi-auto, and manual extraction techniques.

#### Benefit to DEN

Woolpert is familiar with DEN and the geodetic network through our assistance in the development of the Low Distortion Project (LDP) coordinate system. We have the ability to scan and model interior projects and complete large-scale survey projects in compliance with DEN, FAA, and NGS requirements.



**Scope:** As the Airport moved forward with planning and design development, Woolpert prepared and submitted standardized survey and imagery data, and established a current base map in the FAA AGIS database to generate an eALP.

**Outcome:** Woolpert collected aerial photogrammetry, conducted an obstruction survey, developed planimetric data, and populated attribution in accordance with Airport GIS requirements. The data was a compilation of field survey, aerial imagery feature extraction, documentation research, and conversion of spatial and non-spatial information. The deliverables from this project provided the foundation for future updates based on construction activities and output of the eALP.

**Scope:** Woolpert was 1 of only 2 qualified firms in the state with resources, expertise, and equipment to survey nearly 200 linear miles of level loops to update DEN's monuments to NAVD88. Compliance with FAA mandates was critical for elevation reporting to NAVD88 datum standards and the GPS tie-into Airport approaches and departures.

**Outcome:** Woolpert's survey service line completed approximately 45 deep rod monuments in accordance with the NGS specification for first-order Class 2 vertical survey, federal, FAA, state, and local requirements related to surveys, records, and monuments. Woolpert set nine new monuments for this project, seven 3-D rod monuments, and two brass disk set in existing massive concrete structures. Approximately 183 miles of the first-order Class 2 differential levels were run.

### Morristown Municipal Airport—Aeronautical Survey Services

**Scope:** Woolpert performed design ground surveys, aerial acquisition, and instrument development surveys for the Morristown Municipal Airport (MMU).

**Outcome:** The collected survey data met accuracies of .01 feet for pavement and .10 feet for turf and the design requirements from the consulting engineer. In addition to the topographic survey, Woolpert completed SUE surveying of 69,500 LF for traceable utility systems, including airfield drainage structures, electrical systems, and groundwater monitoring wells. Primary Airport Control Station (PACS) and Secondary Airport Control Station (SACS) were installed, and the design plans submitted in the FAA's Airports GIS web portal per the ADO's request.

#### Benefit to DEN

Woolpert has the technology to create accurate topographic surveys on airfield pavements. SUE surveys were also completed while performing the topographic survey, which is a unique benefit of our team providing the complete package of geospatial services and technology.

### City of Atlanta Department of Aviation—On-Call SUE and Condition Assessment

**Scope:** As part of our on-call work, Woolpert performed a condition assessment of the existing sanitary sewer system at Atlanta International Airport (ATL) providing essential information regarding the current condition of the sewer system, and rehabilitation recommendations for enacting system improvements. Woolpert also worked with ATL's Asset Management and Sustainability Division (AMS) to construct a model of the airport's sewer system (in select areas). Woolpert trained ATL staff in the application of the modeling data to meet ongoing asset management requirements.

**Outcome:** Woolpert's work on the sanitary sewer system led to the development of GIS compatible data for the sewer. We completed a review of approximately 30,000 LF of CCTV inspection and cleaning according to Pipeline Assessment Certification Program (PACP)

#### Benefit to DEN

Woolpert demonstrated an ability to perform and tie utility condition inspections to a GIS. Woolpert has CCTV inspection capabilities that can be tied to rehabilitation recommendations.



standards. Woolpert also provided missing information, such as invert elevations, and a report of the overall system condition and rehabilitation recommendations.

## Cincinnati/Northern Kentucky Airport (CVG)—Multiple Services

**Scope:** Woolpert is providing planning, design, and construction phase services for a new air cargo hub at the Cincinnati/Northern Kentucky International Airport (CVG). When completed, the facility will include a 500-acre campus consisting of multiple buildings, surface and elevated roadways, parking structures, and an aircraft parking apron with more than 70 aircraft parking positions.

**Outcome:** Woolpert leveraged our surveying and mapping capabilities to map the site and surrounding roadways and develop base mapping including aerial mapping, mobile LiDAR mapping, and ground surveys. Aerial mapping was used to survey open areas across the general site, a partially treed greenfield area. In areas where heavy tree coverage prevented accurate collection of the surface features, Woolpert supplemented the aerial mapping with ground surveys. Right of way and parcel ownership was determined and a plat prepared for the site.

**Scope:** Woolpert continues to provide survey services to for the project during construction. Utilizing our Unmanned Aerial System (UAS) conducting monthly flights over the entire site.

**Outcome:** The data from the UAS is provided to the Contractor and Construction Management Team to monitor construction progress remotely. The UAS data is also utilized to confirm earthwork quantities.

### Benefit to DEN

A full range of geospatial services (airborne mapping, mobile LiDAR, ground survey inside and outside safety areas, and UAS services) was provided. Our efficient processes combined and merged technologies into a single product, reducing the impact to CVG operations and safety risks.

## City of Houston Airport System—Airfield Pavement Condition Assessment

**Scope:** The Houston Airport System (HAS) was faced with aging infrastructure and facilities at three airports. They needed a method to evaluate the condition of key assets and prioritize urgent repairs, with an understanding of the remaining service life and the combined financial maintenance and replacement liability for the entire airport system.

**Outcome:** The Woolpert team conducted condition assessments of runway and taxiway systems, including pavements, markings, lighting and airfield signs at George Bush Intercontinental Airport (IAH), Houston Hobby Airport (HOU), and Ellington Airport (EFD). The team developed prioritized recommendations regarding needed maintenance and repairs, and capital project rehabilitation and reconstruction. Recommendations were also developed regarding the effectiveness of maintenance policies; procedures; and the 3-way integration of data between the HAS GIS, InforEAM, and PAVER software.

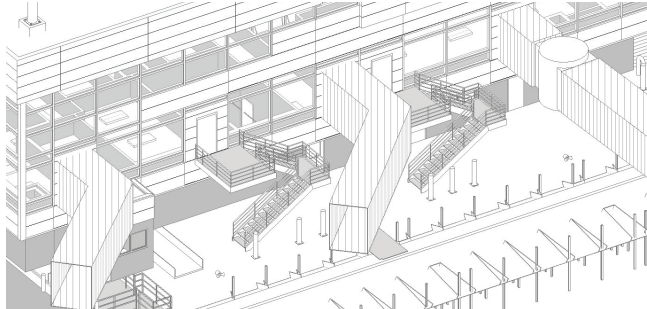
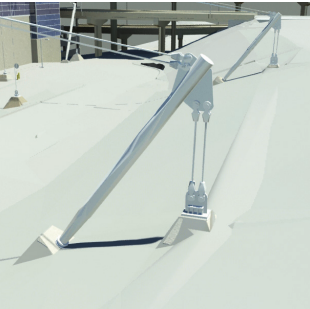
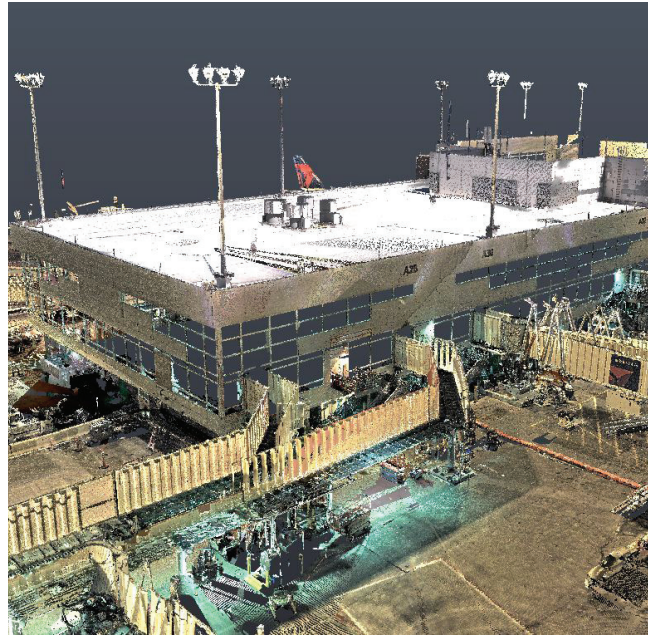
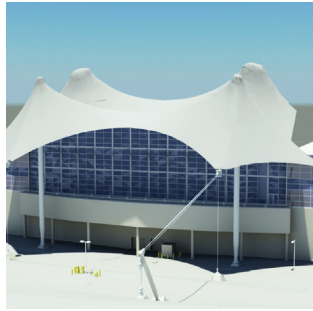
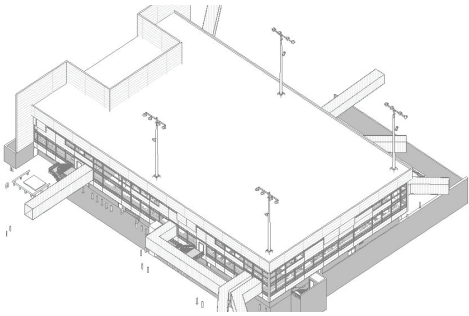
### Benefit to DEN

Woolpert leveraged technology like mobile mapping to provide a better overall solution that helped the airport plan for unaccounted maintenance expenditures and improve maintenance processes and data exchange. Detailed accuracies were achieved utilizing ground survey.



# Section 7

Ability to Respond





## Section 7 | Ability to Respond

### Ability to Deliver Concurrent Task Orders

The Woolpert team consists of several Colorado-based and headquartered firms. More importantly, the majority of the personnel reside and work locally, resulting in an efficient and responsive team dedicated to providing DEN with a superior level of service. **Our team organization will truly serve as an extension of your staff, analyzing project challenges and determining the best technology and data solutions to benefit DEN.**

This project requires proven management methods and clear lines of communication, which will be Ed Copeland's responsibility. His experience delivering a variety of geospatial projects allows him to work with a broad range of technical resources and teams to deliver concurrent task orders. DEN can be assured that Woolpert will successfully handle any task or challenge presented under this contract. The Woolpert team has the right skills and people available to respond to a diverse type of on-call projects. **We are committed to providing the resources to support DEN throughout this program and to becoming a partner in building a first-class geospatial program.**

Because of the nature of on-call programs, it requires coordination with multiple departments within the Airport and typically involves outside agencies as well. Over the years, we have developed a thorough understanding of the approval process and are able to obtain consensus with associated stakeholders at all levels involved in technology applications and data. This experience has resulted in relationships with the key staff within many of these departments and organizations, which makes each subsequent project more efficient due to streamlined coordination. To ensure the project schedule stays on track after initial contact, our team will continue to follow up with the internal and external entities to ensure timely decisions.

With concurrent projects, coordination with internal and external stakeholders will be vital to the success of the implementation team. Stakeholders are not limited to technical and operational Airport staff. Effective stakeholder coordination involves identifying parties affected not only during construction, but during operations following the completion of the project. Key stakeholders include DEN Planning and Development, Maintenance and Operations, Public Safety, Technologies, and Commercial Properties; CCD Building Department; FAA Airports, Air Traffic and Airways Facilities; Denver Fire; airlines; and utility companies. Other stakeholders may be identified during the initial kickoff meetings.

Ed Copeland and Todd Andrews have delivered program-driven contracts where multiple tasks and submissions are requested in a fast-paced and everchanging environment. Ed has successfully met these challenges under numerous geospatial contracts such as DEN, AUS, MKE, MCO, and TPA. His experience shows that having the right task leaders in place is the key to success. Woolpert's team delivers that expertise. Todd will provide local support and coordinate the resources onsite ensuring timely delivery. Other key member will lead and manage tasks to deliver quality products on time and on budget.

### Scope of Work

Woolpert will work collaboratively with DEN to define task orders through hands-on scoping meetings, along with project deliverables and milestones. Discussions surrounding the implementation of new data or applications will create an understanding of the task's effect on Airport operations, maintenance, safety, and security. Other meetings include project round tables to engage stakeholders



and plan-in-hand meetings to directly resolve comments. In particular, Woolpert's plan-in-hand process will be used to work with outside stakeholders like the FAA, City and County of Denver, and other consultants.

Our team's success at DEN is built on our dedication to working with DEN staff to engage stakeholders. Woolpert's perspective of stakeholders as partners and our ability to quickly respond to their concerns is key to our approach and vital to our schedule performance strategy. By placing an emphasis on early planning and scoping, our project team can effectively manage the work to avoid cost or schedule overruns, while delivering a quality project that exceeds your expectations.

## Subcontractor Quality Process

A cornerstone of Woolpert's management plan is quality. Our team consistently delivers products of the highest quality using our proven procedures, controls, and reporting methods. The prime objective of the Woolpert Project Plan and quality guidelines is to align resources to provide services in a manner conforming to the contractual and regulatory requirements. The Woolpert team's Project Fundamentals workflow process emphasizes quality assurance, quality control, and monitoring and controlling the project. These processes start at the beginning of the project with scope, schedule, and fee development, through the project planning efforts and project execution.

**For quality control, Woolpert is unique in offering in-house capabilities that cover every major service required to implement a successful geospatial program**, including full service geospatial:

- GIS Consulting
- Software Development
- Photogrammetric Mapping
- Systems Integration
- Database Administration
- 3D Aerial and Terrestrial LiDAR/3D Laser Scanning
- Aerial Imagery Acquisition with Aerial Platforms
- Field Surveying

This gives Woolpert the capability to serve as an independent quality control for all subconsultant work, ensuring deliverables meet proper standards.

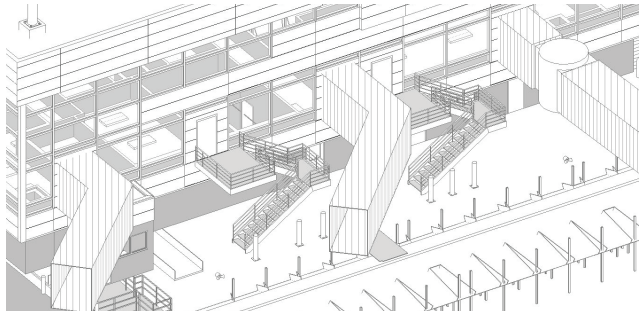
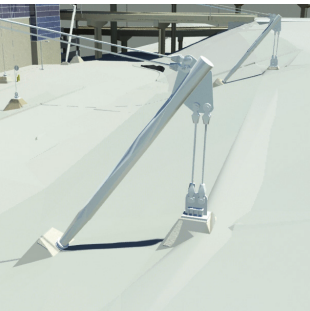
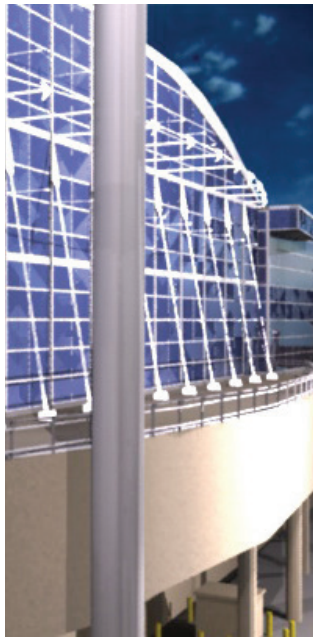
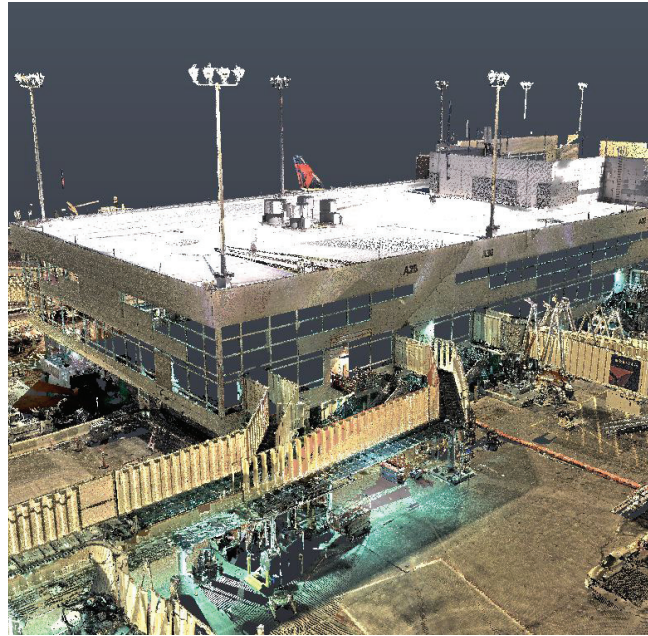
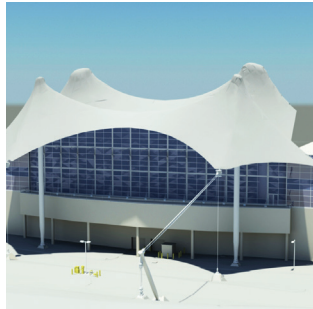
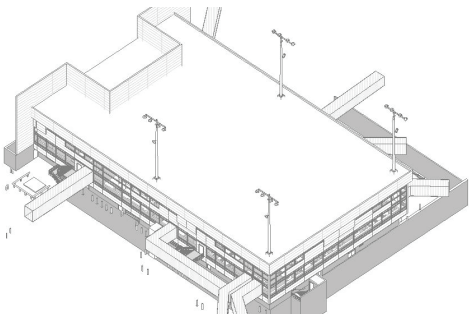
## Office Location

Firm Name/Work Location/Address	Number of Employees
<b>Woolpert, Inc.</b> 116 Inverness Drive East, Suite 107, Englewood, CO 80112	Total: 1,077 Office Shown: 88
<b>Aclarity</b> 7654 Apple Valley Road, Germantown, TN 38138	Total: 2 Office Shown: 2
<b>Arora Engineers</b> 3701 Arco Corporate Drive, Suite 425, Charlotte, NC 28273	Total: 167 Office Shown: 135
<b>CCI Engineering Services</b> 1800 Pembroke Drive Orlando, FL 32810	Total: 35 Office Shown: 4
<b>HCL Engineering &amp; Surveying</b> 5600 S. Quebec Street, Suite 205 B, Greenwood Village, CO 80111	Total: 37 Office Shown: 37
<b>Matrix Design Group</b> 1601 Blake Street, Suite 200 Denver, CO 80202	Total: 147 Office Shown: 55
<b>Planning Technology, Inc.</b> 2841 Executive Drive, Suite 200, Clearwater, FL 33762	Total: 8 Office Shown: 8



## Section 8

### Minority and Women-Owned Business Enterprise Requirements





## Section 8

# Minority and Women-Owned Business Enterprise (MWBE) Requirements

## MWBE Utilization Plan

Woolpert is committed to meeting the **15% MWBE** participation goal on this contract. MWBE firms are a vital component of the team and their involvement benefits our community. Our team also understands the value of expanding the opportunities available to MWBE businesses and helping them grow. Our Project Manager, Ed Copeland, takes MWBE participation seriously and looks for opportunities to expand the MWBE firms that we utilize as part of our contracts. Our goal is to integrate MWBE firms into our team and help them succeed through mentoring and training, expediting invoice payments, and building relationships with DEN staff to promote follow-on work.

One of Woolpert's core values is to be supportive. It's a part of our culture. **Our inclusion and diversity program philosophy believes that a strong, thriving company requires a diverse team with a broad range of perspectives, backgrounds, knowledge, and experiences.** That is why we are dedicated to fostering a culture of inclusion and diversity. We welcome everyone. Together, our differences make us stronger. This is carried throughout the firm and our project teams starting with senior leadership. This will be no different on this engagement.



## Key Personnel

There are several key individuals that support the execution of the components of the Utilization Plan. These individuals will serve in this capacity without change unless agreed to by DEN. These include:

**B2GNow User/Administrators.** Marisa Fluhr and Kevan Carr with Jviation serve as our B2GNow Administrators and are responsible for monitoring Woolpert's vendor account and entering the form required to support the prompt payment of our teaming partners within the terms of the contract. Marisa and Kevan have worked with DEN's Jilliane Saiya to ensure they are fully trained as administrators.

Marisa Fluhr  
Contract Administrator/Project Coordinator  
[Marisa.fluhr@jviation.com](mailto:Marisa.fluhr@jviation.com) | 303.524.3023

Kevan Carr  
Project Coordinator  
[Kevan.carr@jviation.com](mailto:Kevan.carr@jviation.com) | 720.544.6520



**Project Manager.** Ed Copeland is responsible for monitoring and tracking the MWBE participation and looking for opportunities to mentor, support, and provide additional meaningful work.

Ed Copeland  
Project Manager  
[Ed.copeland@woolpert.com](mailto:Ed.copeland@woolpert.com) | 214.932.3942

**Controller.** Both Marisa and Kevan will also serve as critical members of our invoicing process at DEN. They work within the Textura platform and have a strong understanding of DEN's requirements. They will work with Woolpert's billing coordinators to ensure that the system is properly administrated for the duration of the contract. Woolpert's Controller, John Donbar, reports to the firm's CFO, and will be available to resolve any financial reporting issues or concerns.

**Outreach and Community Engagement Coordinator.** Rachel Leigh, with Jviation, is responsible for assisting with implementation of MWBE community outreach efforts for the benefit of engaging and development MWBE partnerships. Christine Gendron will assist Rachel from Woolpert's Denver office.

Rachel Leigh  
Senior Administrative Assistant  
[Rachel.leigh@jviation.com](mailto:Rachel.leigh@jviation.com) | 720.544.6501

Christine Gendron  
Office Manager  
[Christine.gendron@woolpert.com](mailto:Christine.gendron@woolpert.com) | 720.279.3752

## Creative Strategies

Jviation staff engaged in support of the MWBE program have been actively working at DEN and in the Denver community for over 20 years and have built strong relationships with MWBE firms. Our project manager has also completed work at DEN. We will continue to foster and maintain those relationships in any of our DEN contracts while proactively seeking new MWBE partners at every opportunity. Jviation and Woolpert are involved with organizations that promote networking opportunities with MWBE businesses. Both firms maintain a database of MWBE firms and track the outreach that has occurred by opportunity, including dates, firm names, contact person, service offering, and qualification statements (if provided).

**In anticipation of this contract, Woolpert and Jviation jointly worked to identify MWBE firms that best aligned with the scope of services presented in the RFP.** We sought to include both new MWBE partner firms and MWBE firms that we have existing relationships with on similar project work.

As part of this contract, we included three MWBE firms on our team that are familiar with Woolpert but also some that are new to DEN. They are:

- Aclarity – CAD/GIS
- CCI Engineering – BIM/Civil
- HCL – Survey/SUE

## MWBE Open Houses

Jviation has hosted a series of open houses at our Denver office for MWBE firms to get acquainted with our project managers and business development staff in support of building relationships and exploring partnership opportunities at DEN and statewide. **Woolpert will be actively participating in these events moving forward to expand relationships and opportunities.**



## Utilization Plan

As this specific engagement is an on-call contract, the above listed MWBE partners were selected to address a multitude of service needs that can be applied on both the airside and landside. Once a task order is initiated, Ed Copeland will review the scope of services with other key staff members, such as the Deputy Project Manager and Key Discipline Leaders, to:

- Identify elements of the work to be performed by our MWBE partners.
- Identify opportunities for additional participation in services that Woolpert or other non-MWBE teaming partners typically self-perform.
- Implement further outreach to increase the number of MWBE firms participating in a given task based on specialty needs, capacity, or unique elements of the work. This outreach will be coordinated with the DSBO when new members are added to the team.
- Provide mentoring on both the technical and administrative aspects of contracts.
- Initiate a communication plan and project team meetings to fully integrate and collaborate with our partner firms.
- Take time to clearly explain the expectations for the work. This includes discussing methodology/approach, communication protocols, documentation, and other items.

## Initiatives, Technical Assistance, and Support

Woolpert has built a strong MWBE program as part of our DEN delivery approach with diverse services and is committed to working with new MWBE firms to aid in navigating DEN's evolving needs, processes, and protocols with assistance from Jviation. This includes both administrative and technical assistance. Over the past 12 years, Jviation has assisted MWBE firms with:

- Implementing Textura for pay applications.
- Performing thorough quality control reviews of work perform to educate and communicate DEN-specific requirements.
- Mentoring firms regarding the DEN BIM requirements.
- Assisting with invoicing review to ensure all information provided is consistent with the contract.
- Educating team members on the safety and security protocols that exist at DEN.

## Debriefing Process

Our team evaluates and responds to each MWBE firm under consideration for any solicitation we are pursuing to determine if it is the right fit for the project. We align the project requirements with the firm's qualifications, and if selected, we discuss in detail the scope of services that we plan to utilize the firm to complete. **Our intent is to deliver on our promises and right size our team to ensure that all MWBE firms are provided meaningful roles.** All too often, we hear from the MWBE community that they were selected by a firm to provide services under a contract but were never provided the work. We have built our utilization plan to ensure this does not happen as each MWBE has more than one specific role to support the on-call.

For this opportunity, we reached out to multiple MWBE firms which we added to the team, and we were contacted by a three MWBE firms that were determined not to be a good fit for the DEN opportunity because the type of service they provided did not align with the RFP (e.g., IT and security services) or the role was better suited for another MWBE partner included on the team (e.g., survey, civil/CAD support). However, we will reconsider them should the opportunity arise under this agreement as allowed per the RFP. We will also consider them on other opportunities at DEN and we shared that information with Jviation.





## Communication Process

We fully understand that timely and proactive team communication and coordination is critical to the success of DEN engagement. The Project Manager is the critical individual in the successful execution and communication of project elements. Strong leadership, extensive on-point experience, and solid working relationships with staff and team member firms provide the framework for efficient development of well-defined project goals and objectives. Woolpert will use the following process that we have implemented on other aviation projects and mimics Aviation's strategy:

- Have the MWBE team member outline the value of this work. What does it mean for them (e.g. new hires, growth in new market/client, developing new skills, maintaining staff, and/or supporting their client)? We have found this helps understand the goals, priorities, and focus of their team leadership along with our focus of alignment to their role on the work. Our experience has indicated that where this doesn't align, problems can occur.
- Make sure that the tasks assigned to each MWBE team member are matched to the skills and the qualifications of the staff members assigned to the task.
- Take time to clearly explain the expectations for the work. This includes discussing methodology/approach, communication protocols, documentation, and other items.
- Set a firm schedule and appropriate completion milestones for providing interim products/results within that schedule.
- Conduct reviews of work done by partner firms on a frequent and ongoing basis to provide mentoring and guidance for complying with DEN policies, procedures, etc.
- Allow ample time, in accordance with the overall project schedule, for the prime consultant to review and comment on products/work efforts.
- Ensure that the subconsultant responds to all internal and external comments on their work products.
- Establish firm leadership communication on a regular or scheduled basis to check team performance, accomplishment of goals, and any concerns.
- Both firms provide feedback to DEN on the success and challenges including what everyone can do as a team to enhance the program and projects success.

## Mediation Process

**Woolpert works diligently to foster a partnership based on teamwork and collaboration with all of our MWBE firms.** This approach allows us to avoid performance issues and mitigate any disputes. It is our responsibility to over communicate and assist our teaming partners when issues arise. If a dispute does arise, we work to resolve the issue internally and implement a workable course of action that is acceptable to all the parties involved. Key to our process is taking the matter immediately to the Project Manager or Project Principal (as appropriate).

The Project Manager and/or Project Principal will quickly investigate the issue and provide a response or initiate a meeting to assist in issue resolution. When a meeting is initiated, we establish a set of ground rules to support a productive outcome, and jointly evaluate options for resolution.

In the rare occasion that a dispute cannot be resolved, we will seek third-party support (including DEN) to help resolve the matter.

## DBE/MWBE Participation Record

Woolpert has a strong record of successfully working with our minority business partners to meet and exceed participation goals on a variety of project types including geospatial projects. We are committed to ensuring MWBE subconsultants participate in as many engagements as possible, including federally funded and non-federally projects. At Woolpert, we recognize the value of mutually beneficial relationships with DBE/MWBE firms and have committed ourselves to make good

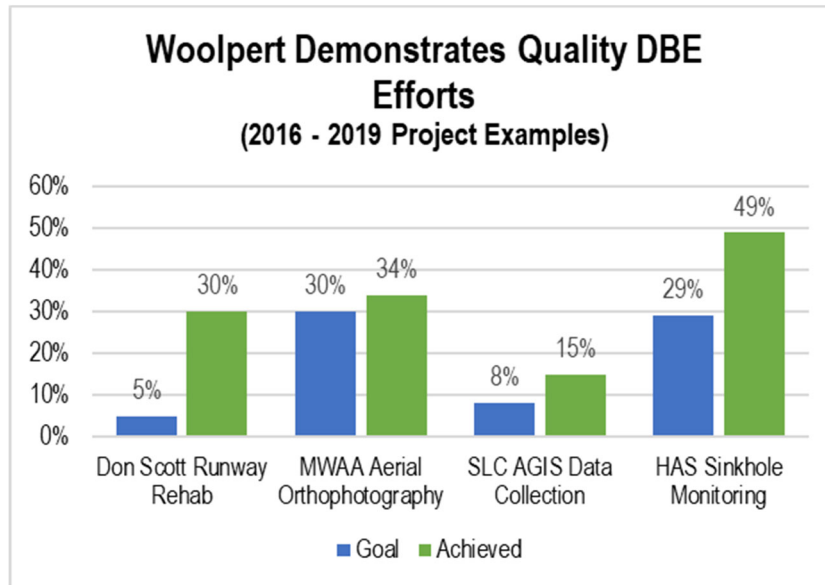




faith efforts to meet or exceed all goals established in small business subcontracting plans. We also track our DBE/MBE/WBE/VBE/SBE as illustrated in the table below for accountability to these efforts.

Year	Woolpert Total D/M/W/V/S Subconsultant	Percent Used
2019	\$12,232,481	26.56
2018	\$4,584,268	13.3
2017	\$10,380,398	29.6
3-Year Average	\$9,232,481	23.15

Sample evidence of our determination to meet or exceed these types of goals on past and current projects is shown in the chart below. Each of the projects highlighted involved multiple DBE/MBE/WBE/SBE firms.



Subcontractor Partners for Chart	
<b>Don Scott Runway Rehab</b> CTL Engineering of Indiana – SBE True Inspection – DBE/SBE Key Blue Prints – SBE	<b>SLC AGIS Data Collection</b> Aero-Graphics – SBE Urban GIS – DBE/MBE/SBE Redcon – SBE
<b>MWAA Aerial Orthophotography</b> Triangle Aerial Surveys – DBE/SBE MA Engineering Consultants – DBE/SBE	<b>HAS LiDAR Sinkhole Monitoring</b> Aerial Data Service – WBE/SBE Landtech – DBE

**Assistance Initiatives**

Woolpert views MWBE participation as an opportunity to mentor small businesses in facets of projects that are outside of their normal exposure. We strive to provide mentoring and expansion opportunities so MWBE consultants have broader experiences outside of their normal exposure, and future work



potential with airport clients. Working side by side, sharing information, experiences, resources, and tools, gives these firms the chance to grow and mature in their prospective disciplines, learning from a more experienced firm. This also allows Woolpert to share knowledge and experiences. When disadvantaged businesses succeed, grow, and develop new skills, Woolpert is proud to be a part of that growth process.

**We are currently working with a DBE/MBE firm that requested mentorship on how to become a prime and move away from the subconsultant role.** First we included them in the proposal process to understand the prime effort and how key teaming decisions are made. Then, we established responsibilities and goals for the Owner engagement allowing them to get a feel for leadership on the project. The DBE/MBE proceeded to lead their work elements with the client, so they grew confident in pursuing the next opportunity as a prime consultant.

### **Woolpert University/Teams**

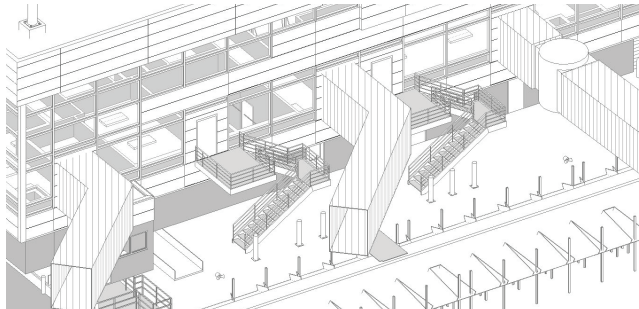
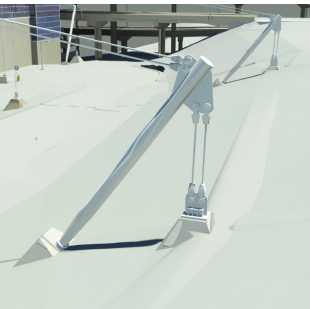
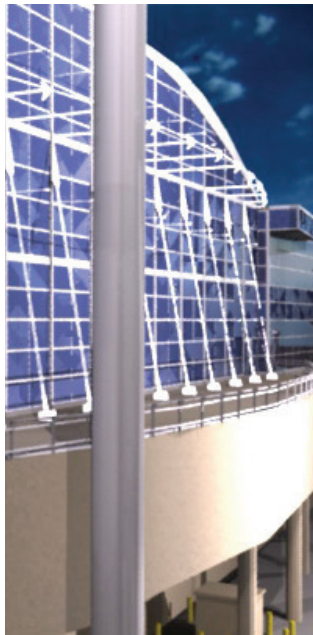
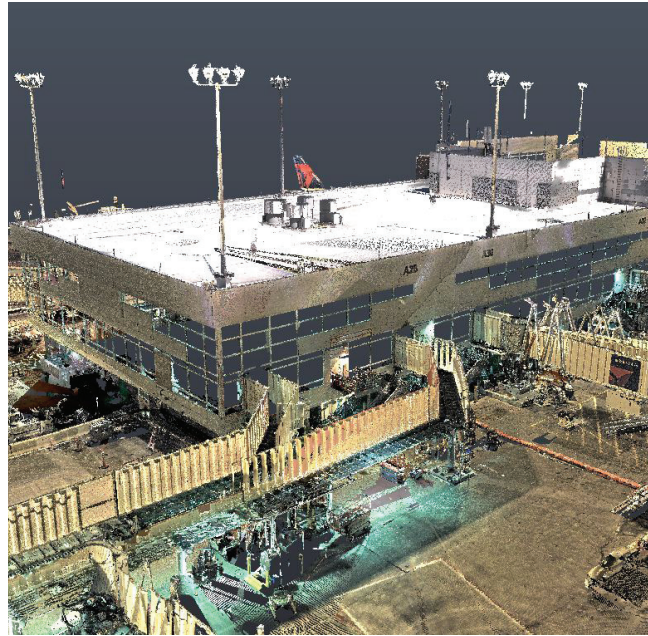
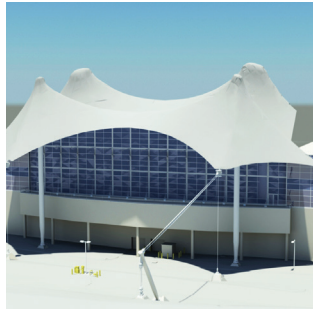
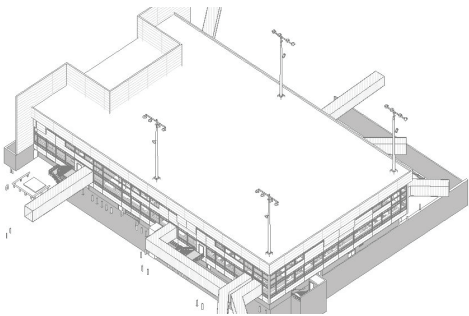
Woolpert University is a web-based growth and development tool, offering a wealth of training and personal growth opportunities to our staff and team members throughout the contract. Learning sessions that include subjects such as risk management, project management, business development, and contract negotiations are presented via tools like WebEx, Zoom, and Microsoft Teams allowing team members to join from their computer. This opportunity allows teaming partners to gain additional knowledge on subjects relevant to working as a consultant. **We are currently working with DBE/MWBEs on an airfield project that have young staff with little to no experience on an airfield.** They are reviewing a safety training video (developed by Woolpert) that includes a quiz at the end to help them gain awareness of the airfield environment prior to going onsite for the first time.

### **Shadowing Experiences**

To immerse our teaming partners in day-to-day activities of consulting, Woolpert provides space at our offices for shadowing experiences or a time allotment for virtual meetings to answer project specific questions. This provides an in-depth look at how Woolpert communicates and handles day-to-day project tasks including business development, project management, and engineering. Being onsite means quick access to Woolpert staff to answer questions, support growth of the firm and its staff, and develop a deeper mentor/mentee relationship. To obtain the full benefit of the shadowing experience, Woolpert encourages teaming partners to sit in our office one or two days per week. With COVID, this has proven to be more difficult, but we have found ways for partners to participate virtually.

# Section 9

## Additional Information





## Section 9 | Additional Information

### Asset Management

Woolpert has successfully delivered a breadth of asset management services to over 20 airports improving performance by an average of 10% for airports like Cincinnati/Northern Kentucky International, the Houston Airports System, Atlanta-Hartsfield Jackson International, and San Francisco International. Our team has a wide variety of asset management software platform experience including Maximo, Cityworks, Infor, and Oracle. Developing a comprehensive asset management program framework requires the experience to look beyond the systems being evaluated and consider standards development, key performance indicators, desired levels of service, asset and work performance, and budgetary impacts. We work with clients to establish an asset management program “flight plan” which aligns with an organization’s business objectives to ultimately help track an asset’s lifecycle, establish operational efficiencies, realize maintenance savings, mitigate risk, and forecast future O&M budgets.

#### Benefit to DEN

Woolpert understands the role that geospatial data, location and attribution, play in integration with an AM solution. We can help DEN monetize this information to save money and proactively analyze an asset’s lifecycle.

### Airport Operations Modeling and Simulation

Woolpert’s nationally-recognized experts in aviation planning and operational modeling and simulation specialize in large hub airports with complex operations. Our modeling approach uses best-in-class tools that are supported by a data-driven concept of airport operations that, together, generate defensible models with actionable results. For landside applications, Woolpert utilizes software such as CAST, ArcPort, Vissim, and Airport Cooperative Research Program (ACRP) spreadsheet tools to model passenger and vehicle flows on airport roadways and in terminals. Given the current pandemic, these tools are essential to understand how to reduce operating costs and extend the life of existing facilities. For example, **Woolpert staff conducted a recent operational analysis of parking operations at Phoenix Sky Harbor International Airport (PHX) that identified more than \$18M per year in potential revenue enhancements and cost savings.** On the airside, Woolpert uses tools such as the Jeppesen’s Total Airport and Airspace Modeler (TAAM), runwaySimulator, TARGETS, and REDIM 3.0 to estimate runway capacity and model airport operations for use in planning and environmental studies. Our staff have authored recent studies of master plans at John F. Kennedy International Airport (JFK), LaGuardia Airport (LGA), and Seattle-Tacoma International Airport (SEA). Woolpert also maintains a suite of proprietary modeling tools that support our work and allow for rapid scenario testing and outcome visualization. Using proprietary gate modeling software, our teams have conducted gating studies at more than a dozen FAA large and medium hub airports, including recent studies to support airline lease negotiations at Boston Logan International Airport (BOS) and operational plans to accommodate construction at San Diego International Airport (SAN).

#### Benefit to DEN

Woolpert’s advanced modeling capabilities in planning and operations help airports make decisions based on accurate data and analytics. This enables us to know when collecting new and existing data what is beneficial for in-depth analysis of geospatial data and how it benefits DEN.





## CurbPING

PTI partnered with Airports Council International to develop and offer airport operators a scalable mobile application tool to independently capture information regarding all approved commercial vehicle activity at their facilities and use that information to enforce agreements. Using an accurate digital geo-fence captures and reports information on the number of trips by airport-registered Transportation Network Companies (TNC), and Uber and Lyft vehicles. CurbPING helps airports realize increased revenue and decreased congestion by controlling their curbsides, providing real-time independent data to effectively enforce regulations, and providing a level playing field for all operators. Additionally, a CurbPING Incentive Program is available, benefitting TNC, drivers, and the airport to encourage driver enforcement.

### Benefit to DEN

Our partner has directly worked with many major TNC companies across the globe and created solutions that benefit airports through generation and tracking of revenue. Airports know what is happening at their airport in real time.

## Unmanned Aerial Systems (UAS) Research

Woolpert's commitment to innovation is support by our development of a UAS and emerging technology research hub at the National Aviation Research Technology Park in Egg Harbor, New Jersey. Innovative research and collaboration is led by our Part 107 pilots (30) nationally, all of which are available to support DEN. Woolpert also sits on numerous research and industry organization committees such as the Transportation Research Board's New Users of Shared Airspace Committee and co-hosts the yearly AAAE UAS Integration Conference.

We have been involved in large UAS and the early research into urban air mobility (UAM) and vertiport design. Currently, Woolpert is leading the research effort on the ACRP program focused on large UAS impacts to airfield design, and FAA research projects on geospatial data standards for helicopter operations and vertiport design. This growing segment of aviation will likely have a large effect on DEN in the near future.

### Benefit to DEN

UAS technology is cost effective in providing high quality geospatial data with little up-front time. Woolpert works with our clients to integrate UAS into operations, providing DEN the opportunity to utilize technology with a resilient and comprehensive program.

## Terminal Planning

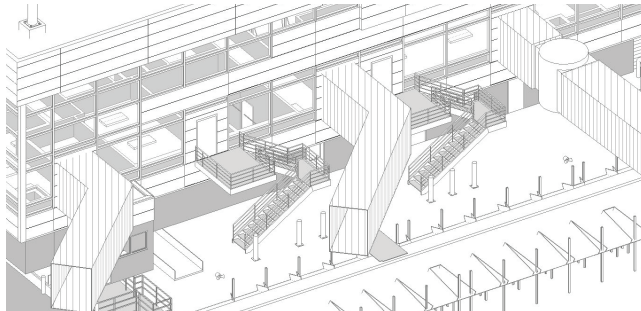
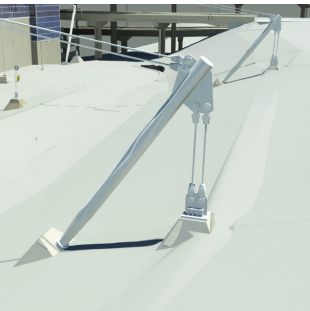
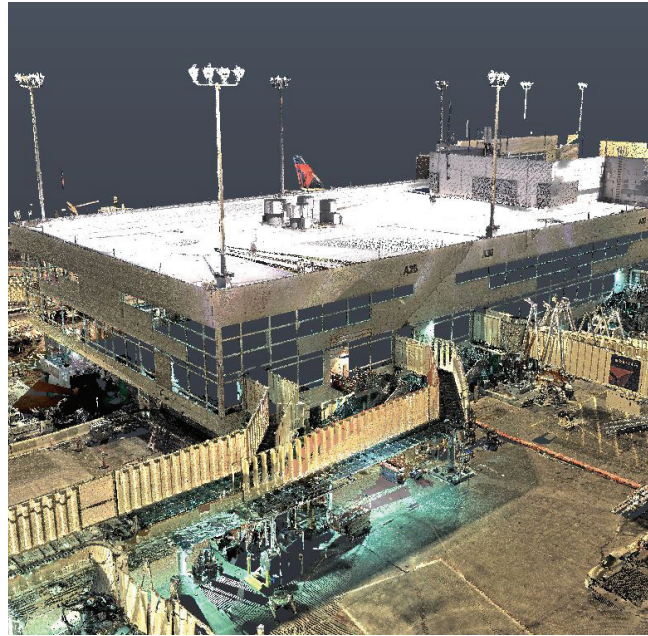
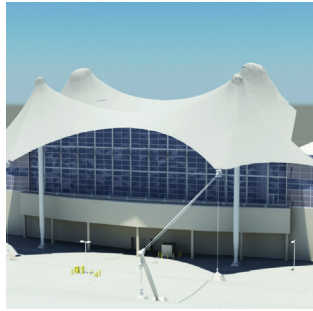
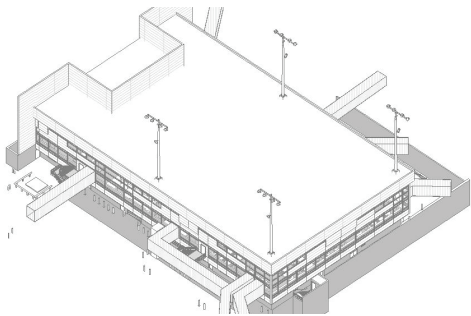
Woolpert's terminal planners and architects keep up-to-date on ever-evolving industry planning principles and regulations. A successful terminal planning effort starts with a clear understanding of needs and insight into future goals. Our approach to terminal planning reflects airport user needs, creating optimal passenger flow solutions with a focus on innovation to achieve the highest level of passenger satisfaction. We blend analytics with physical planning to create truly innovative ideas that are focused on improving operational performance, reducing cost, and generating revenue. Our team has successfully completed terminal planning efforts for several clients including the Port of New York and New Jersey and Seattle-Tacoma International Airport. Our areas of support include capacity assessments, terminal layout plans, conceptual designs, passenger flow analysis, simulations, space planning and facility requirements, apron/stand planning, passenger experience, 3D visualization, and operational planning.

### Benefit to DEN

With DEN going through many terminal changes, our planning team can define the right tools, data, and analysis needed to manage GIS, BIM, and survey information to drive the planning process.

# Section 10

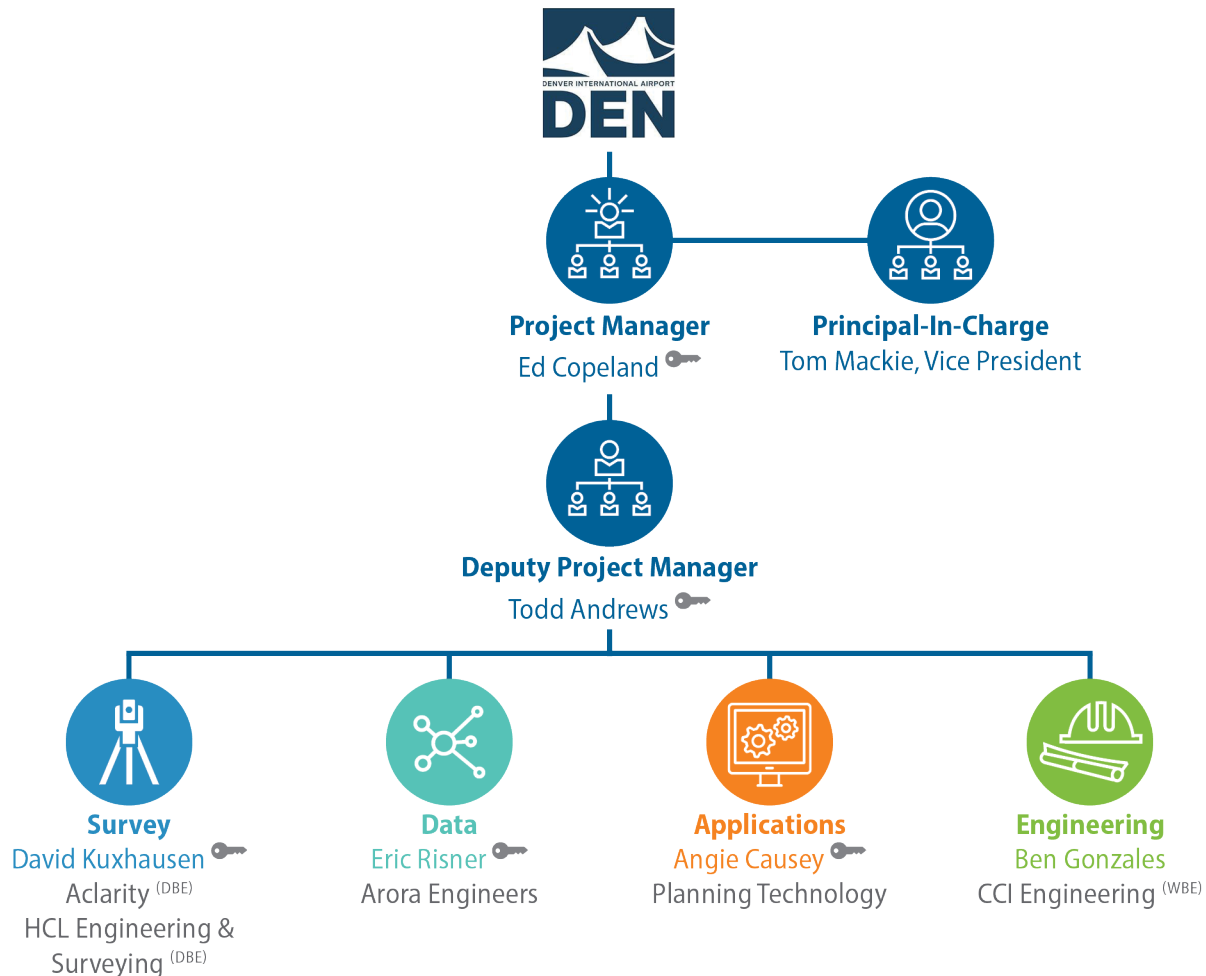
## Team Resumes





## Section 10 | Team Resumes

Woolpert, strengthened by our teaming partners, offers an unparalleled level of experience and knowledge in helping airports manage spatial data and leveraging the information to improve business processes and more effectively manage airport assets. For more than 50 years, Woolpert has provided airports with superior consulting including planning, design, construction and geospatial technologies and intends to leverage this working knowledge and staff expertise to Denver's benefit. Woolpert has implemented, sustained, and modernized enterprise GIS at more than 250 public agencies across the globe, we are confident that our nationally recognized (yet local and regional) staff will be able to support Denver's enterprise GIS staff in a true team environment.



Notes:

Woolpert staff names are listed in color; supporting subconsultant firms are listed in gray.

= Key Staff.



# Ed Copeland, GISP

## Project Manager

Ed is an accomplished GIS program/project manager with 22 years of experience in the aviation industry that spans geographic information systems (GIS), building information modeling, asset management, project delivery, systems integration, cloud services, and applications with a focus on the spatial integration of data, successfully integrating geospatial solutions at over 30 airports. Ed prioritizes his client's vision and goals by listening and asking the right questions. His project management style brings clients, subconsultants, and stakeholders together to promote the discovery of critical challenges and provide consensus on project success criteria. He is an active reviewer and contributor to the FAA's Airport GIS Data Standards development initiative. Additionally, Ed was GIS Lead on one of the first electronic Airport Layout Plan (eALP) pilot projects for the FAA and the first submittal into the new AGIS program in the nation.

### Project Experience

**Program Director: DEN Airport Concourse A Scanning & BIM Services, Turner Construction Company—Denver, CO.** Woolpert provided lidar scanning and Building Information Modeling (BIM) development. The survey information collected was used to assist in BIM development of the western end of Concourse A. The data deliverable was in the current Local Distortion Projection (LDP) so that it seamlessly fit into all current planning. Woolpert followed industry standards in executing the BIM survey, as well as FAA and NGS remote sensing guidelines.

**Project Director: TPA Airport Cityworks and CAD/GIS Support, Hillsborough County Aviation Authority—Tampa, FL.** Woolpert developed a project plan and schedule to update interior and exterior CAD standards, created GIS standards, and provided on-call consulting services. As part of updating and creating standards, Woolpert reviewed existing data, developed standard documentation, and generated a template GIS geodatabase and files.

**Project Director: XNA Airport Asset Management and GIS Services, Northwest Arkansas Regional Airport Authority—Bentonville, AR.** Woolpert created a roadmap to guide GIS and Asset Management (AM) program development. The roadmap created procedures, standards of practice, and specifications for CAD/BIM (representing design and construction), GIS and a Computerized Maintenance Management System (CMMS, representing operations and maintenance).

**GIS Lead: On-Call Information Technology Services, Greater Orlando Aviation Authority—Orlando, Florida.** Conversion of CAD files to a new GIS standard as part of an on-call technology services contract. Ed supported the creation of an Enterprise SIS, with modules dedicated to planning, properties, operations, maintenance, engineering, and finance.



#### Years of Experience

22

#### Years at Woolpert

2

#### Professional Certifications

Certified GIS  
Professional, National  
91821

#### Education

BS in Geography and  
Cartographic  
Information Systems,  
Texas A&M University





# Todd Andrews, CP, GISP

## Deputy Project Manager

Todd has been involved in aviation geospatial data collection and analysis since entering the mapping industry over 20 years ago, and has worked intensively on geospatial data collection following both FAA and military requirements. He is well versed in the FAA's AC 150/5300-16A, -17B and -18B, and has developed processes to increase productivity and data collection efficiency. Todd handles required reporting, record keeping, data management, and documentation associated with ISO 9001 certification.

Todd has extensive project management skills providing team leadership and overall client satisfaction to ensure deliverables meet client expectation and are on time and within budget. Parallel to his project management and photogrammetric mapping experience, he is well versed in the quality assurance and review of safety critical data collected both photogrammetrically and from ground survey.

### Project Experience

**Project Manager: DEN Airport Concourse A Scanning & BIM Services, Turner Construction Company—Denver, Colorado.**

Provided LiDAR scanning and Building Information Modeling (BIM) development at the Denver International Airport (DEN). The survey information collected during this project was utilized to assist in BIM development of the western end of Concourse A. The data deliverable was in the current Local Distortion Projection (LDP) so that it seamlessly fit into all current planning. Woolpert followed industry standards in executing the BIM survey, as well as FAA and NGS remote sensing guidelines.

**Survey Project Manager: Large Airport Aeronautical Survey -18B & Part 77 ALP/EALP/GIS Data Conflation, Salt Lake City Department of Airports (SLCDA)—Salt Lake City, UT.**

Woolpert prepared an eALP to support a master plan, providing aeronautical surveying that met geospatial standards outlined in the FAA Advisory Circulars, and CFR Part 77. Airport GIS-based mapping and airspace analysis was provided to support both precision instrument approaches, airport airspace analysis based on the 18B obstruction surfaces, and airport operating area planimetric data. Woolpert also provided current state plane-projected data for AGIS submittal, and data projected based on SLC local projection parameters.

**Project Manager: Aerial Imagery & Obstruction Analysis, San Francisco International Airport—San Francisco, CA.**

Woolpert collected aerial photogrammetry, conducted an obstruction survey, and evaluated changes to previously collect planimetric data to support planning, design, and construction activities. Woolpert also developed, collected and converted new imagery for areas both on and off the airport in compliance with FAA Advisory Circulars. The team updated obstacle data previously collected and used it to analyze impacts on the surrounding airspace.



### Years of Experience

21

### Years at Woolpert

13

### Professional Certifications

Certified GIS Professional, National 91821; Certified Photogrammetrist, National 1471

### Education

BA Biology, The Colorado College



# David Kuxhausen, PLS

## Survey Lead

David is experienced in photogrammetric and geodetic surveys, GIS data collection and analysis, and airborne GIS applications. Survey types he has completed include geodetic leveling, topographic, hydrographic, boundary, and subsurface utility engineering, deformation monitoring among others. He is responsible for both UAS and mobile lidar mapping technology deployment, implementation, and deliverable development. David routinely provides senior-level technical support and subject matter expertise to numerous aviation, state, DOT, and federal clients, and has assisted key federal geodetic agencies in crafting improved national geospatial standards and specifications. David collaborates with industry leading geospatial hardware and software manufacturers to ensure that Woolpert remains on the cutting edge when deploying the latest in geospatial technology. He is keenly aware of safely and effectively coordinates projects in complicated field sites.

## Project Experience

**Lead Surveyor: DEN Airport Concourse A Scanning & BIM Services—Denver, CO.** Provided LiDAR scanning and Building Information Modeling (BIM) development. The survey information collected during this project was assisted in BIM development of the western end of Concourse A. The data deliverable was in the current Local Distortion Projection (LDP) so that it seamlessly fit into all current planning. Woolpert followed industry standards in executing the BIM survey, as well as FAA and NGS remote sensing guidelines.

**Lead Surveyor: Large Airport Aeronautical Survey -18B & Part 77 ALP/EALP/GIS Data Conflation, Salt Lake City Department of Airports (SLCDA)—Salt Lake City, UT.** Prepared an electronic Airport Layout Plan (eALP) in support of a Master Plan, providing aeronautical surveying that met the geospatial standards outlined in the FAA Advisory Circulars 150/5300-16A, -17C and -18B, and CFR Part 77. Airport GIS-based mapping and airspace analysis was provided to support both precision instrument approaches, airport airspace analysis based on the 18B obstruction surfaces, and airport operating area planimetric data. Provided current state plane-projected data for AGIS submittal, and data projected based on SLC local projection parameters.

**Lead Surveyor: Aerial Imagery & Obstruction Analysis, San Francisco International Airport—San Francisco, CA.** Collected aerial photogrammetry, conducted an obstruction survey, and evaluated changes to previously collect planimetric data to support planning, design, and construction activities. Also developed, collected and converted new imagery for areas both on and off the airport in compliance with FAA Advisory Circulars. Updated obstacle data previously collected and used it to analyze impacts on the surrounding airspace.



### Years of Experience

20

### Years at Woolpert

15

### Professional Certifications

Professional Land Surveyor: CO 38296, ND 8866

### Education

Coursework, Laramie County Community College & Chadron State College



# Eric Risner, PLS, IAM, PMP

## Data Lead

Eric plays an active role in many data conversion and mapping processes, as well as re-engineering and workflow improvements to gain efficiencies and provide superior end products for our clients through customized software engineering, improved project instruction, and a disciplined quality control program.

As the Data Lead for numerous aviation-specific geospatial-related projects, Eric is skilled in many aspects of an airport's operations and maintenance practices. He has been involved with GIS development for airports since the inception of the Airports GIS program. Eric has completed more than 500 airport projects including GIS implementation; CMMS implementations; ETL processes; master plan/eALP; construction airside; surveys for instrument procedure development, pavement rehabilitation, engineering brief #91 tree removal; and establishment of primary and secondary airport control stations.

## Project Experience

**Data Specialist: SFO On-Call GIS Support Services—San Francisco, CA.** Woolpert has served as the on-call GIS consultant for the San Francisco International Airport (SFO) since 2011 providing strategic consulting for two full AGIS data collection and conversion projects; updating CAD and GIS standards; developing a GIS strategic plan; and converting all SFO facility data from a CAD environment into a GIS with development of training, best practice guidelines, and workflow integration.

**Data Specialist: CAD and GIS Standards, Massachusetts Port Authority—Boston, MA.** Woolpert updated and developed exterior data standards for the airport's CAD/GIS programs by identifying and engaging with stakeholders to capture the unique needs of Massport that may not be defined in the National CAD Standard or in the manner that Massport requires. Woolpert updated existing CAD and GIS Standards for easier conversion between the two systems as needed.

**Data Specialist: CVG Master Plan Update—Hebron, KY.** Woolpert provided transportation engineering/design and geospatial services to complete a Master Plan update for the Cincinnati-Northern Kentucky International Airport (CVG). The AGIS phase included existing data review and compilation, aerial imagery acquisition and data development, field data collection and inventory, and eALP and final survey report submission. Facility requirements and program recommendations for each CVG transportation area were provided to the client.

**Data Specialist: Savannah Airport Cityworks Implementation, Hilton Head International Airport—Savannah, GA.** Woolpert implemented a GIS-centric solution directly leveraging the ESRI geodatabase as the asset repository including business process planning, system design and configuration software installation, dashboard development, and user acceptance testing.



### Years of Experience

23

### Years at Woolpert

13

### Professional Certifications

Professional Land Surveyor: KY 3887, WV 2152

Certified Asset Management, National 1025573

Project Management Professional, National 1618077

### Education

Certificate, Engineering Technologies



# Angie Causey

## Application Lead

Angie is an Application Developer with 24 years of experience developing web-based GIS applications and user-interfaces. In addition to her proficiency in a wide range of geospatial technologies and programming languages, Angie has more than 20 years of experience in graphic design, which she leverages to produce user-friendly interfaces that allow clients to fully realize the capabilities of their applications. She demonstrates a high attention to detail and a commitment to developing integrative solutions that meet client needs while also complementing their existing GIS and business environments.

With extensive GIS web, application, and database development, Angie is proficient in a broad range of languages, technologies, and software. She has extensive experience with JavaScript, HTML/HTML5, XML, CSS, Visual Basic, C#, PHP, Action Script, Python, Oracle, SQL Server, MySQL, PostgreSQL, Microsoft Access, WebAPI, ASP.Net, OData, Esri's JavaScript and Flex APIs, Angular, Node JS, JQuery, Leaflet, Google API, and others. Her experience also includes Web server configuration, maintenance, and troubleshooting for Microsoft IIS and the Microsoft .NET Framework. She is proficient in user-interface design, graphic design, and graphics tools, such as Adobe Photoshop, Illustrator and Flash.

### Project Experience

**Application Developer: WPAFB FY17 GIS Support, Wright-Patterson Air Force Base (WPAFB) GIO—Fairborn, OH.** Woolpert provided GIS support to Wright-Patterson Geospatial Integration Office (GIO) to improve situational awareness across the installation. Woolpert performed several phased project tasks including database and application support; weather tool capability restoration; custom query tool modification; NextGen integration; SFILE migration tool changes; organization query tool, snapshot tool, and updating the space tool, Java web tool, edit-space tool, and room search-space tool. All tasks and deliverables complied with configuration standards for DoD IA and IA-enabled devices and systems contained in the AFGIMS Certification and Accreditation.

**Application Developer: GeoBase Program Data, GSA—Multiple Air Force Bases, National.** Woolpert provided support to sustain and enhance GeoBase capabilities at AFMC installations by updating existing data sets and creating new data sets for civil engineering and communications infrastructure. Woolpert also improved GIS capability by adding modules to the AFMC Standard GeoBase Viewer. Tasks supported AFMC and each of the nine installations in the command and included all facets of surveying, aerial data acquisition, utility condition evaluation, application development, documentation and deployment.



**Years of Experience**  
24

**Years at Woolpert**  
9

**Professional Certifications**  
Security+, National  
#COMP001020437101

**Education**  
AA Computer Science,  
Gulf Coast Community  
College  
BA, Communication  
Arts/Advertising,  
University of West  
Florida





# Ben Gonzales, PE

## Engineering Lead

Ben has a diverse civil engineering background including experience in aviation, land development, and public works. He is adept at designing projects on active airfields and coordinating multiple components and team members to ensure that design and construction phases and schedules are not delayed. Ben strongly encourages constant communication throughout the design and construction process to ensure that all stakeholders—internal and external are always on the same page. Focused on removing all ambiguities in the design process to minimize additional costs and delays during construction. This proactive approach provides DEN a successful project for all those involved.

### Project Experience

**Project Manager: Denver International Airport, Runway 7-25**

**Complex Pavement Rehabilitation, Denver, CO.** Complete rehabilitation of the runway lighting systems as well as selective replacement of concrete panels. Utilized GPS technology to efficiently analyze the pavement for recommendation for rehabilitations.

**Project Manager: Denver International Airport, Rehabilitation of Taxiway F, G and H Pavement and Lighting, Denver, CO.**

Rehabilitated concrete panel replacement and adjusted pavement fillets as needed to upgrade from Group IV to Group V. The project included a complete rehabilitation of the airfield electrical system and miscellaneous grading and drainage improvements.

**Project Manager: Denver International Airport, Hotel and Transit Center, Denver, CO.**

Designed the enabling projects associated with the South Terminal Redevelopment Project (STRP) at DEN. The enabling projects designed/constructed to prepare the site for the construction of the RTD Commuter Rail Platform and the Hotel that are part of the STRP.

**Denver International Airport, Concourse B East Apron Expansion, Denver, CO; Project Engineer.** Design and construction services for the construction of new apron, Taxiway K pavement expansion, trench drain, clean water drainage, dirty water drainage, Taxiway pavement markings, VSR pavement markings, taxiway lighting, multiple varying utility surface adjustments, and construction phasing.

**Denver International Airport, United Airlines Regional Jet Facility at Concourse B, Denver, CO; Project Manager.** Design-Build project included design and construction services for existing pavement demolition, construction of new pavement, trench drain, clean water drainage, VSR pavement markings, sanitary and clean water storm utility realignment, utility surface adjustments, and construction phasing.



#### Years of Experience

30

#### Years at Aviation

12

#### Professional Certifications

Professional Engineer:  
CO 37608

#### Education

BS Civil Engineering,  
University of Colorado  
at Denver



# Randall Murphy

GIS Indoors Lead



**Years of Experience**

20

**Years at Arora**

4

**Professional  
Certifications**  
FME Certified  
Professional

**Education**  
BA Economics,  
University of Michigan

Randy has supported information technology projects in aviation for over 20 years. His technical focus is on data modeling and standards, as well as database design. He has helped author national and international airport and utility data standards, and helped numerous large, medium, and small airports as well as the FAA and Department of Transportation, plan, design, implement, operate, and support data and systems solutions. Randy also helped many airports develop asset-oriented data models and populate them with legacy, as well as newly collected data. Part of his work has been to review airport business practices to recommend process improvements that are then documented in airport procedures, policies, and contractual language. Recently, he has focused on helping airports securely leverage cloud-based solutions.

## Project Experience

**GIS Specialist: Denver International Airport (DEN), Venue Management Platform, Denver International Airport, Denver, CO.**

Provided an assessment of interior GIS data at DEN and prepared a gap analysis report for admission into the American Association of Airport Executives (AAAE) Venue Management Platform (VMP).

**GIS Specialist: City of Atlanta, Department of Aviation, Data Model Implementation, Atlanta Hartsfield-Jackson International Airport, Atlanta, GA:**

Implemented a comprehensive geospatial data model and an ESRI geodatabase that established a central repository for the Airport's geospatial data.

**GIS Specialist: Kenton County Airport Board (KCAB), CAD/GIS Technical Services, Cincinnati/Northern Kentucky International Airport (CVG), Boone County, KY.** Converted CVG's CAD-based floorplans, including room and lease space information, into a GIS database that serves as an analysis tool and provides value to a wide variety of stakeholders, including Engineering, Planning, Operations, Asset Management, Finance, and Construction.

**GIS Specialist: Columbus Regional Airport Authority (CRAA), CMH – CAD GIS Mapping & Data Migration Services Columbus Regional Airport, Columbus, OH.** Converted the objects and object data in existing CAD files into an Esri Geodatabase that complies with CRAA's data model and standards.

**GIS Specialist: Massachusetts Port Authority, Enterprise GIS Implementation, Boston, Bedford, and Worcester, MA.** Established a new technical platform for Massport's Enterprise GIS, focused on developing a plan and master schedule to lead the program forward.



## Jorge Quiroz

BIM Lead



Jorge has over 25 years of experience in facility design, construction, and operations along with more than a decade of experience implementing and managing BIM projects. He formerly served as the BIM Director for the Port Authority of New York and New Jersey (PANYNJ) and was responsible for developing and maintaining BIM standards.

### Project Experience

**Senior Project Manager: Miami International Airport, BIM Process and Standards Development, Miami, FL.** Conducted a BIM needs assessment at the Greater Orlando International Airport and developed BIM standards and processes encompassing planning, design, construction, operations, and maintenance. The standards also defined the asset management integration strategy for BIM with the Maximo CMMS.

**Senior Project Manager: Greater Orlando International Airport, BIM Process and Standards Development, Orlando, FL.** Conducted BIM needs assessment at the Greater Orlando International Airport and developed BIM standards and processes that encompass planning, design, construction, operations, and maintenance. The standards also defined the asset management integration strategy for BIM with the Maximo CMMS.

**Senior Project Manager: Port of Seattle BIM Process and Standards Development, Seattle, WA.** Developed comprehensive BIM standards and processes for the Port of Seattle, including airports, marine ports, and land management assets. The project included the needs assessment, business case, and return on investment (ROI) development, process, and standards development, technology integration, QA/QC scripting, training, and support.

**Senior Project Manager: Transportation Research Board, ACRP 09-15 BIM Beyond Design for Airports, Washington, D.C.** Developed ACRP study to create a guidebook for airports on how to implement BIM to enhance facility management. The guidebook included sections on best practices for building a business case for the use of BIM, measuring the technology ROI from BIM, best practices for implementing BIM, and BIM standards and integration methodologies with existing CMMS.



**Years of Experience**  
25

**Years at CCI**  
4

**Education**  
AS Manufacturing Engineering/  
Engineering Design,  
Terra State Community College  
AS Manufacturing Engineering/CAD Specialist, Terra State Community College



## Greg Dyer

### Airspace Lead

Greg supports clients with air space analysis, air space routing, unmanned aircraft systems, and capacity/efficiency enhancements. He has worked with all aspects of aviation, such as commercial, general aviation, military, and special/research missions, including unmanned aircraft systems. He spent 34 years with the FAA in Traffic Control Operations and Management, 30 of which were with the Denver ARTCC—his experience is within all ARTCC specialties. Greg was the FAA lead for the Colorado WAM and Denver ARTCC segment of the Denver RNAV projects. He spent 11 years as the Airspace and Procedures Manager at Denver ARTCC, blending radar and non-radar airspace, and is an expert in connecting various surveillance capabilities to air traffic control procedures to ensure safety and optimize efficiency. As Rocky Mountain District Manager, Greg oversaw the terminal facilities in Colorado, Montana, Utah, and Wyoming, including 20 ATCTs and TRACON. He was also an FAA Safety Management System Expert, responsible for a wide variety of Safety Risk Management Documents and Decision letters. He wrote air traffic control sections of Safety Risk Management Documents for multi-lateration and for use of cameras for line-of-sight extension at Aspen-Pitkin County Airport's ATCT.



#### Years of Experience

36

#### Years at Aviation

3

#### Education

BS Public Administration,  
Colorado State University

### Project Experience

**Airspace Analyst: Airspace Analysis Support and Transportation Regulatory Liaison Services, Denver International Airport—Denver, CO.** Provided technical assistance between DEN with multiple lines of business within the FAA and the CDOT to enhance the operation, maintenance, funding and efficiency of DEN.

**Airspace Analyst: Instrument Departure Procedure Development, Eagle County Regional Airport—Gypsum, CO.** Represented airport interests during the design process for critical departure procedures. Due to the challenging terrain at the Eagle airport, and the time pressures added to the project due to the FAA's interest in replacing legacy procedures, it was important to participate with the FAA's design team to ensure environmental compatibility as well as technical compatibility throughout the procedure design and publishing process.

**Airspace Analyst: Obstruction Mitigation Plan and Aeronautical Study Lake Tahoe Airport—Lake Tahoe, CA.** As part of an effort to identify and address possible obstructions to areas critical to the safe operation and navigation of aircraft to and from TVL the city of South Lake Tahoe completed the Obstruction Mitigation Plan and Aeronautical Study for TVL in August 2017. The results of the study identified extensive ground and tree penetration of critical surfaces in relation to Runway 18/36 and appropriate phasing and prioritization for easement acquisition and clearing of the identified obstructions.





# Julian Sisneros, PLS

## Survey Specialist



Julian has a diverse survey background that includes Public Land Survey System (PLSS) boundary, route, topographic, right-of-way plan creation, American Land Title Association (ALTA), static control, aerial photo control, utility as-built collection, Improvement Location Certificate (ILC), and construction layout. He has extensive field and office experience and is proficient with office and field calculations. He has managed multiple projects at DEN and is familiar with all DEN requirements and procedures.

Julian is experienced processing and interpreting extensive topographic field data and creating quality deliverables. One of his specialized areas of expertise include high precision airport design topographic surveys. He has incorporated special survey techniques and has become extremely proficient with the Trimble S-6, 1 second, high accuracy robotic total stations to achieve the high vertical accuracy required for airport design. Julian is also experienced in GPS RTK and static field and office processes and procedures.

### Project Experience

**Project Manager: DEN Concourse A West, Denver, CO.** Provided the topographic survey for the design of Concourse A West, as well as the interior 3D LiDAR scan.

**Project Manager: DEN Concourse B West Design Survey, Denver, CO.** Provided the topographic survey for the design of Concourse B West, as well as setting the survey control for interior 3D LiDAR scan of the basement level. Coordinated with DEN Survey Section on the protocols for setting secondary control while using the DEN Low Distortion Projection (LDP) coordinate system.

**Surveyor of Record: DEN Concourse North Campus, Denver, CO.** Provided the topographic survey for the design of the North Campus parking facility, including survey control, topographic survey, and underground utilities.

**Project Manager and Surveyor of Record: DEN Wally Park Relocation Design Survey, Denver, CO.** Provided the topographic survey for the design of the North Campus parking facility, including survey control, topographic survey, and underground utilities.

**Project Manager: DEN Concourse B East and C East Expansion—Denver, CO.** Provided construction staking services and quality control including all survey requests from the client, and ensured office staff and field staff were providing quality data.

**Project Manager: DEN Concourse A West and B West Expansion—Denver, CO.** Provided construction staking services for the design-build of Concourse A West and Concourse B West Expansion projects.

### Years of Experience

10

### Years at HCL

3

### Professional Certifications

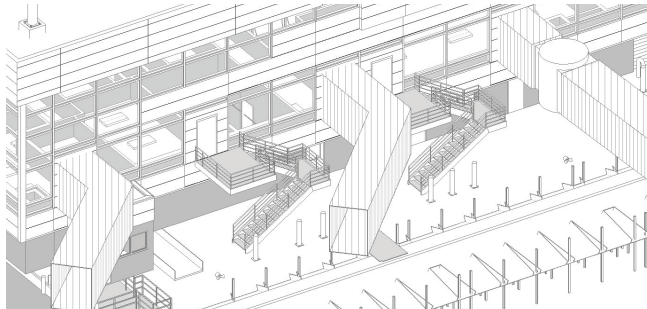
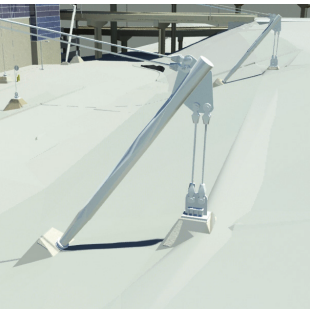
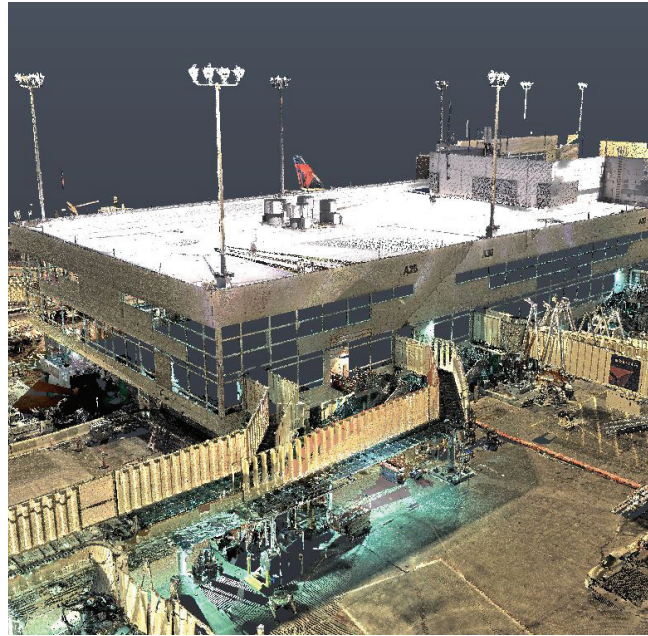
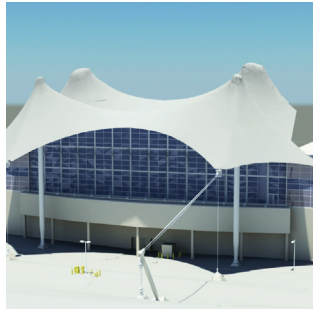
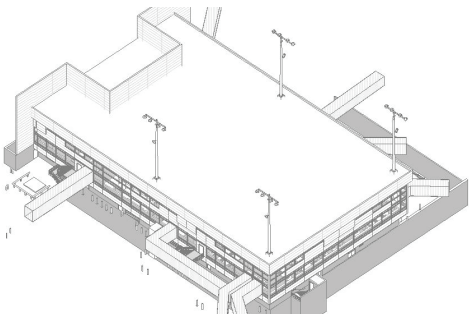
Professional Land Surveyor: CO

### Education

BS Surveying and Mapping, Metropolitan State University of Denver

# Section 11

## Forms





## Section 11 | Forms

**VI. ATTACHMENT 1, PROPOSAL FORMS**  
**Attachment 1, Part 1 Proposal Acknowledgement Letter**

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

Proposer: Woolpert, Inc. Date: 12/8/2020

Bill Poole, Senior Vice President, Airport Planning and Design  
 Airport Planning and Design  
 Airport Office Building (AOB)  
 Denver International Airport  
 8500 Pena Boulevard  
 Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated November 3, 2020, for RFP NO. 202054609, the undersigned hereby declares that he/she has 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.

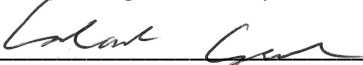
The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

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: 1

The undersigned certifies that he/she has examined and is fully familiar with the proposal documents and has satisfied him/herself 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: Edward Copeland

Proposer's Business Address: 116 Inverness Drive East, Suite 107, Englewood, CO 80112

E-mail address: ed.copeland@woolpert.com

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

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

Proposer Name: Woolpert, Inc.

Proposer Address: 116 Inverness Drive East, Suite 107, Englewood, CO 80112

Phone: 303.925.1400 Fax 303.925.1401

Email: ed.copeland@woolpert.com

Federal Identification Number: 20-1391406

Principal in Charge (Name & Title): Thomas Mackie, Vice President

Project Manager for this RFP (Name & Title): Edward Copeland, Program Director/Project Manager

Equal Employment Opportunity Officer: Shanda McKinney, Chief Human Resource Officer

Name(s) of Professional and Public Liability Insurance Carrier(s):  
Continental Casualty Company (CAN) A, XV  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Parent Company Information  
(If Applicable)**

Name of Company: N/A

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**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: Ohio

**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):

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**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 Vice President

Print Name Chris Snyder

Date 12/8/2020

**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 1-13, please sign affirmation statement.

The undersign affirms that Woolpert, 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 Vice President

Print Name Chris Snyder

Date 12/8/2020

If disclosure is required in accordance with 1-13, please use the following space to provide information. If additional space is needed, please attach additional pages.

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## Legal and Administrative Proceedings and Financial Condition

As a national firm in existence since 1911 with over 1,000 staff and over 40 offices located throughout the United States, Woolpert has been involved with occasional project-related litigation, which we view as an unfortunate cost of being in business. Such litigation generally does not involve client-initiated claims, rather most have been third-party claims. Woolpert attributes this to the quality of our services and the relationship we build with our clients, including the exercise of good faith efforts to resolve issues that may arise on a project before they turn into a dispute. On average, over the last five years, Woolpert has experienced less than one project related claim per year which is below the industry average for comparable sized firms. **Woolpert is pleased to report that there are no pending matters of litigation nor has any project-related litigation been filed against Woolpert for a two-year period.** Woolpert is happy to provide additional information upon a specified request.

### Active

Not applicable

### Closed

**Michael Barrieau, Personal Representative of Estate of Brittney Leigh Barrieau and Survivors vs. Prime Construction Group, et al (filed in 2018).** The lawsuit alleged that plaintiff was killed as a result of traffic control at a project site. The work being performed at the project site was not related to any design services of Woolpert nor did Woolpert have traffic control responsibility for the project. **Woolpert was dismissed from the matter by plaintiff's counsel.**

**Manuel Gerardo Grajeda vs. Thompson & Sitz Framing Corporation, et al (filed in 2018).** The lawsuit alleged plaintiff sustained injuries when plaintiff was installing Christmas lights after he stepped onto a crossbeam support hanging over the front door walkway which gave way resulting in plaintiff falling onto a concrete pad below. Woolpert provided site-civil engineering design services for the development but did not provide structural or architectural design services. **Woolpert was dismissed from the matter by plaintiff's counsel.**

**Balfour Beatty Construction LLC vs. Triangle Grading and Paving, Inc., et al (filed in 2017).** The lawsuit concerned damages alleged by plaintiff (the Design-Builder) to remediate two deficient earth-retention walls, which were designed and constructed under the scope and contractual responsibility of one of its subcontractors. In a derivative lawsuit, the subcontractor alleged the walls' deficiencies were caused by the negligence of others, including Woolpert and sought indemnity and contribution. Woolpert furnished site civil design services as the Design-Builder's sub-consultant, but had no scope responsibility for the subject retaining walls. In fact, the Design-Builder did not join Woolpert to its lawsuit against the subcontractor. **Woolpert was dismissed from the derivative case.**

**Amerisure Insurance Company (subrogee) vs. South Seminole and North Orange County Wastewater Transmission Authority vs. Woolpert, Inc. (filed in 2016).** Insurance subrogee plaintiff that paid for repairs when its insured struck a sewer force main during a roadway widening construction project, alleged that the record drawing information provided by the Authority for utility location was incorrect. The Authority alleged that Woolpert was the successor in interest to an engineering firm that was retained as the Engineer of Record for the initial sewer main project and the prior engineering firm had responsibility for verification of the information provided on the record drawings. Woolpert entered into an asset purchase of certain projects from the prior engineering firm but did not purchase the engineering firm or that firm's liabilities. **Woolpert was dismissed from the case.**



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

***This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the MWBE participation goal. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. (Please check the appropriate box):***

**COMPLETE IF YOU ARE A NON MWBE PRIME:**

The City and County of Denver has specified a 15 % MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting 15 % MWBE Participation on the contract.

**COMPLETE IF YOU ARE A MWBE PRIME:**

The City and County of Denver has specified a \_\_\_\_\_% MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting \_\_\_\_\_% MWBE Participation on the contract.

**COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:**

The City and County of Denver has specified a \_\_\_\_\_% MWBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a \_\_\_\_\_% MWBE Participation on the contract. The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

**The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their MWBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this MWBE Procurement/Contract Language.**

Bidder/Proposer (Name of Firm): Woolpert, Inc.

Firm's Representative: Edward Copeland

Title: Program Director/Project Manager

Signature (Firm's Representative):  Date: 12/8/2020

Address: 116 Inverness Drive East, Suite 107

City: Englewood

State: CO

Zip: 80112

Phone: 303.925.1400

Email: ed.copeland@woolpert.com

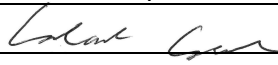


**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)  
1B - LIST OF PROPOSED SUBCONTRACTORS,  
SUBCONSULTANTS, AND/OR SUPPLIERS**

**City & County of Denver Contract No.:** 202054609

**To be completed by all proposers/submitters including certified self-performing firms.**

Please list all known firms the undersigned proposes to utilize. **This form shall be utilized for RFQ/RFP/On-Call or any other procurements DSBO deems required with undetermined dollar amount associated with the proposed firms work.** Any certified firm listed must be certified by the City and County of Denver. If additional pages are required, please copy and attach the second page. Form 1A must be updated and submitted to DSBO upon contract execution and when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

Contractor/Consultant		
Name of Firm:	Woolpert, Inc.	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:	Edward Copeland	
Signature:		Date: 12/8/2020
Address:	116 Inverness Drive East, Suite 107	
City:	Englewood	State: CO      Zip: 80112
Phone:	303. 925.1400	Email: ed.copeland@woolpert.com
Total Proposed Contract Value \$:	NA	Self-Performing Contract Value \$: NA

Subcontractors, Subconsultants, and/or Suppliers		
Name of Firm:	Arora Engineers, Inc.	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:	Randy Murphy	
Phone:	484.441.3725	Email: rmurphy@aroraengineers.com
Type of Service:	ArcGIS Indoors/Data Standards	

Name of Firm:	Planning Technology, Inc.	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:	Robert Ori	
Phone:	727.492.4133	Phone: roberto@plan-tech.com
Type of Service:	Airspace Analysis/Application Development	

Name of Firm:	Aclarity Consulting	<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:	Elizabeth Young	
Phone:	901.601.6821	Phone: eyoung@aclarityconsulting.com
Type of Service:	CAD/GIS	



Name of Firm:	CCI Engineering	<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:	Jorge Quiroz	
Phone:	614.485.0670	Email: jquiroz@ccitechs.com
Type of Service:	BIM/Civil	

Name of Firm:	HCL Engineering	<input checked="" type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:	J. Lloyd Herrera	
Phone:	303.773.1605	Email: jherrera@hclengineering.com
Type of Service:	Survey/SUE	

Name of Firm:	Matrix Design Group	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:	Chris Martin	
Phone:	303.572.0200	Email: chris.martin@matrixdesigngroup.com
Type of Service:	Urban GIS and Land Use Planning	

Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:		
Phone:		Email:
Type of Service:		

Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:		
Phone:		Email:
Type of Service:		

Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:		
Phone:		Email:
Type of Service:		

Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:		
Phone:		Email:
Type of Service:		

Name of Firm:	<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)	
Firm's Representative:		
Phone:		Email:
Type of Service:		

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>Woolpert Inc</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                 <input checked="" type="checkbox"/> C Corporation                 <input type="checkbox"/> S Corporation                 <input type="checkbox"/> Partnership                 <input type="checkbox"/> Trust/estate             </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____             </p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____             </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>116 Inverness Drive East Ste 107</b></p>	<p>Requester's name and address (optional)</p> <p><b>Remit To: PO Box 714874</b></p>
	<p><b>6</b> City, state, and ZIP code</p> <p><b>Denver CO 80112-5125</b></p>	<p><b>Cincinnati OH 45271-4874</b></p>
	<p><b>7</b> List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
2	0	-	1	3	9	1	4	0	6	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>6/3/2020</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

<b>Reference #</b>	13458648
<b>Status</b>	Complete
<b>Business Email Address</b>	<a href="mailto:ed.copeland@woolpert.com">ed.copeland@woolpert.com</a>
<b>Enter Email Address of City and County of Denver contact person facilitating this solicitation.</b>	<a href="mailto:contract.procurement@flydenver.com">contract.procurement@flydenver.com</a>
<b>Please provide the City Agency that is facilitating this solicitation:</b>	Denver International Airport
<b>Project Name</b>	On-Call Geospatial Support Services
<b>Solicitation No. (Check Below if Not Applicable)</b>	202054609
<b>Name of Your Company</b>	Woolpert, Inc.
<b>What Industry is Your Business?</b>	Professional
<b>Address</b>	116 Inverness Drive, Suite 107
<b>City</b>	Englewood
<b>State</b>	Colorado
<b>Zip Code</b>	80112
<b>Business Phone Number</b>	303.925.1400
<b>Business Facsimile Number</b>	303.925.1401
<b>1. How many employees does your company employ?</b>	Over 100
<b>Number of Full Time:</b>	1000
<b>Number of Part Time:</b>	79
<b>2. Do you have a Diversity and Inclusiveness Program?</b>	Yes
<b>2.1. Employment and retention?</b>	Yes
<b>2.2. Procurement and supply chain activities?</b>	Yes
<b>2.3. Customer Service?</b>	Yes
<b>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)</b>	<p>Woolpert believes that a strong, thriving company requires a diverse team with a broad range of perspectives, backgrounds, knowledge, and experiences. That is why we are dedicated to fostering a culture of inclusion and diversity for all employees. Woolpert promotes an inclusive environment where employees are respected, empowered, and encouraged to be their true selves.</p> <ul style="list-style-type: none"> <li>• We ensure that identification of diverse talent through our hiring and promotion practices.</li> <li>• We celebrate authenticity.</li> </ul>

- We cultivate an environment that is progressive and supportive through our Great Place to Work initiative.
- We believe everyone's unique qualities should both form and elevate our culture.
- We encourage different points of view through cognitive diversity that aligns with our core values.
- We believe that inclusion and diversity should be reflected at the highest levels of our leadership.

Simply put: Woolpert does not discriminate. To provide equal employment and advancement opportunities to all individuals, business decisions will be based on job-related qualifications, abilities and potential. Woolpert does not discriminate against qualified individuals on the basis of race, color, religion, gender, gender identity, national origin, marital status, sexual orientation, age, veteran status, disability or any other characteristic protected by law.

We are committed to providing an inclusive and welcoming environment for all members of our staff, job candidates, volunteers, subcontractors, vendors and clients.

---

**4. Does your company regularly communicate its diversity and inclusiveness policies to employees?** Yes

---

**If you answered Yes to Question 4, how does your company regularly communicate its diversity and inclusiveness policies to employees? (Select all that apply)**

- Employee Training
- Public EEO Postings

---

**5. How often do you provide training and diversity and inclusiveness principles?** Quarterly

---

**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)**

Below are some distinct ways that Woolpert achieves diversity and inclusion:

- Talent Acquisition: we hire the best by executing a recruitment process that allows us to present diverse candidates. For every one out of two jobs posted, we seek to present a qualified diversity candidate. We identify diverse talent pools through our college recruiting efforts, job postings, and career fairs. We also conduct an annual salary review to ensure above-market total compensation for all employees.
- Culture and Engagement: Woolpert is committed to being supportive, balanced, and collaborative to ensure employees have avenues to celebrate their passions and enhance their communities.
  - o Our Inclusion and Diversity Network brings together employees from different roles and regions to weigh in on executive decisions that affect culture.
  - o We emphasize individual charitable interests, not just corporate ones.
  - o We utilize the proven Great Place to Work methodology to ensure an overall culture of trust and



support. As part of the GPTW survey, our employees are asked each year if they feel that they are treated fairly regardless of age, race, gender, and sexual orientation. In all of these categories, we consistently score in the 90th percentile.  
o At our highest levels of leadership, our corporate team reflects a 33% diversity level.

**7. Do you have a diversity and inclusiveness committee?**

Yes

**7.1 If Yes, how often does it meet?**

Quarterly

**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

**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**

Shanda McKinney

**Today's Date**

12-03-2020

**NOTE: Attach additional sheets or documentation as necessary for a complete response.**

[Attachment\\_A-Diversity\\_and\\_Inclusiveness.pdf \(797k\)](#)

**Last Update**

2020-12-03 09:18:04

**Start Time**

2020-12-03 08:54:13

**Finish Time**

2020-12-03 09:18:04

**IP**

75.114.202.246

**Browser**

IE

**Device**

Desktop

**Referrer**

https://fs7.formsite.com/CCDenver/form161/index.html



**W O O L P E R T**

**ARCHITECTURE | ENGINEERING | GEOSPATIAL**

**Attachment A:  
Diversity and Inclusiveness**

## INCLUSION AND DIVERSITY AT WOOLPERT

### Our Approach

We believe that a strong, thriving company requires a diverse team with a broad range of perspectives, backgrounds, knowledge and experiences. That is why we are dedicated to fostering a culture of inclusion and diversity for all our employees.

We promote an inclusive environment where employees are respected, empowered and encouraged to be their true selves. Together, our differences make us stronger.

### How We Foster Our Inclusive and Diverse Culture



### Core Values



Supportive



Focused



Balanced



Progressive



Industry Leading



High Performing

## Distinct Ways that We Commit to Inclusion and Diversity

### Talent Acquisition

We hire the best by executing a recruitment process that allows us to present diverse candidates.

- At Woolpert, we are committed to building a more diverse workforce. For every one out of two jobs posted, we seek to present a qualified diversity candidate.
- We identify diverse talent pools through our college recruiting efforts, job postings and career fairs.
- We conduct an annual salary review to ensure above-market total compensation for all employees.

### Culture and Engagement

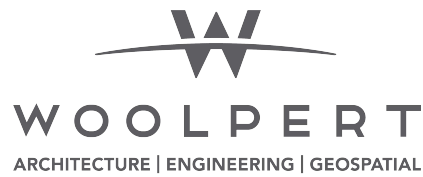
Woolpert is committed to being supportive, balanced and collaborative to ensure employees have avenues to celebrate their passions and enhance their communities.

- *Inclusion and Diversity Network*: This network brings together employees from different roles and regions to weigh in on executive decisions that affect culture.
- *Community Service and Charitable Giving*: We emphasize individual charitable interests, not just corporate ones.
- *Great Place To Work (GPTW) Initiative*: Woolpert uses the proven GPTW methodology to ensure an overall culture of trust and support. Since starting this in 2015, we have been rated a GPTW by all our employees every year. As part of this survey, our employees are asked each year if they feel that they are treated fairly regardless of age, race, gender and sexual orientation. In all these categories, we consistently score in the 90th percentile. Our goal is 100%.
- *Diversity in Leadership*: A company's belief of inclusion and diversity should be reflected at the highest levels of leadership. At our highest level, our corporate team reflects a 33% diversity level. Our goal is to increase this to 50% over the next two to three years.

### External Brand

We believe that sharing the diversity and unique interests of individuals is vital to the voice of our external communications. We are proud of our passionate employees, and we want our clients and communities to know it. Some of the ways we do this are:

- Social media channels that give our people a voice to promote their passions.
- Website content that vividly showcases the skills and personalities of our employees.
- Videos that highlight the unique inner cultures of our regional offices.



## Intranet Post from Scott Cattran, CEO on June 3, 2020



Scott Cattran

Jun 3

### We are Woolpert and we are Supportive

Dear Woolpert,

We are in a time of historic significance as it pertains to the advancement of civil rights. We stand in solidarity with all communities that believe equal rights, opportunities and respect should be afforded to everyone. We demonstrate through our actions and values that Woolpert is a business committed to building a Great Place to Work FOR ALL. Our number one core value is Supportive, and that support extends TO ALL. Most recently, as part of our Inclusion and Diversity Approach, we focused on three key actions to help advance these rights – reducing hiring bias, expanding career opportunities for diverse candidates and enabling career advancement for diverse candidates. These are initiatives we have been dedicated to for some time, and current events have only strengthened our commitment.

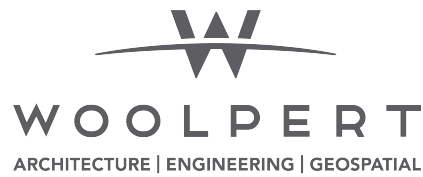
1. We have trained all our hiring managers on how hiring bias can potentially limit opportunity for diverse candidates.
2. We have an Inclusion and Diversity approach that ensures diversity candidates are presented for a minimum of 50% of our open positions.
3. We are committed to promoting diversity classes to senior support, technical and manager positions, leadership roles, and ownership opportunities.

Furthermore, we support every Woolpert employee looking to advance inclusion and diversity and promote justice and equality outside of Woolpert. We do not tolerate racism of any kind, nor do we tolerate illegal activities or violence. We support our clients in uniform and all law enforcement agencies who serve and protect. We support everyone to be themselves, while recognizing that our common humanity and supportiveness unites us regardless of different backgrounds or beliefs. We will continue to back up our mission with actions to help our employees, clients, communities and the world progress – to move forward through forward thinking.

Let's all continue to lead through example by supporting and respecting everyone.

Scott

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## Intranet Post by Shanda McKinney, CHRO, on June 8, 2020 Inclusion & Diversity Network



Shanda McKinney

Jun 8

### Inclusion & Diversity Network

To advance our corporate community, we are launching a new network, which is open to everyone whether you are directly affected or an ally who wants to advance inclusion and diversity efforts. The network's name purposefully begins with "inclusion," because inclusion allows needed voices to be heard to ensure well-rounded success. We need all employees and their diverse perspectives, backgrounds, knowledge and experience. Not only is it the right thing to do, our No. 1 core value is Supportive, and that support extends TO ALL to foster our strong and healthy culture.

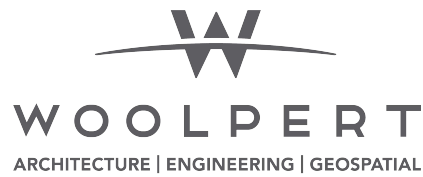
Most recently, as part of our Inclusion and Diversity Approach, we focused on three key actions: reducing hiring bias, expanding career opportunities for diverse candidates and enabling career advancement for diverse candidates. We have dedicated time to these initiatives, and current events have only strengthened our commitment.

This forum will focus on answering these three questions:

1. How can we continue to make Woolpert A Great Place to Work through inclusion and diversity efforts?
2. How can we ensure we prevent hiring biases and provide advancement opportunities and diverse candidates for succession?
3. What organizations (non-profits) can we support to create education and opportunities for children and teens who are disadvantaged?

All are welcome. Please bring your constructive and positive ideas and thoughts that will drive us toward action.

Unlike | Subscribe | More Actions ▾



## Intranet Post by Shanda McKinney, CHRO, on July 16, 2020 Inclusion & Diversity Network Update



Shanda McKinney

Jul 16

### Inclusion & Diversity Network Update

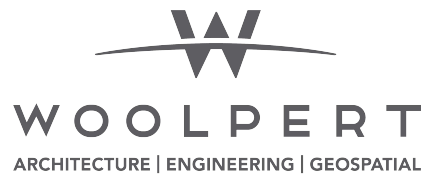
To advance our corporate community, we recently launched a new Inclusion & Diversity (I&D) network, which is open to everyone whether directly affected or an ally who wants to advance I&D efforts. The network's name purposefully begins with "inclusion," because inclusion allows needed voices to be heard to ensure well-rounded success. As part of that launch, we hosted two I&D forums with a combined attendance of over 450 people. These discussions were rich in great feedback, and I appreciate everyone who joined the conversation. If you were unable to attend either of those sessions, you can [watch the video now](#).

Since those forums occurred, we've been working behind the scenes to research the scope of some of the initiatives suggested, prioritize efforts and discuss the feedback we received with our external I&D partner Gartner. In addition, our Culture Board provided feedback regarding the organization and prioritization of the initiatives in our I&D strategy. While some aspects of our strategy have been in the works for several months, we want to ensure we make the most substantial impact over the next three years as we continue to review systems, structures and potential entrenched biases that may exist at Woolpert. Our I&D strategy includes the following:

#### Build Diversity Recruiting Strategies

- Expand recruiting outreach to organizations, job boards, universities and high schools that attract an audience of diverse talent pools, including different races, genders, sexual orientations, cognition, etc., to increase Woolpert visibility
- Create job opportunities if there are no current postings when we find highly talented individuals who offer diverse perspectives
- Build targeted intern recruitment programs that identify diverse talent pools





## Community Outreach

- Identify, sponsor and support a global charity of choice or foundation in alignment with our I&D approach
- Continue efforts to attend and engage in community outreach events at the office level to support local charities

## Diversity Awareness and Mentorship Opportunities

- Develop responsible leadership skills through our Six Domains of Leadership model and enhance mentoring opportunities to include a focus on attracting and retaining diverse talent
- Create educational opportunities to increase awareness of inclusion and diversity topics and provide guidelines to reporting discrimination
- Leverage Disadvantaged Business Enterprises (DBE) partnerships to create more cross-functional mentorship opportunities

## Inclusive Succession Planning Strategies

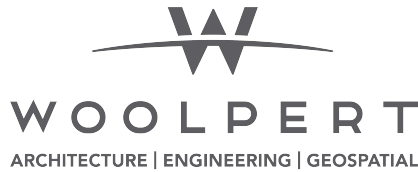
- Look for diverse talent across the organization to groom for leadership
- Create career paths to outline upward mobility

As part of the community outreach portion of this strategy, we will identify a foundation or firmwide “charity of choice” that aligns with our goal to create opportunities for children and teens with diverse backgrounds for higher education. By so doing, we can help support this next generation of young people by providing equal footing toward their STEM goals. By the end of July, there will be a survey sent to all employees to vote on a firmwide-level charitable organization. We will also continue to support your local office-level charitable efforts and organizations that advance our larger I&D strategy.

## What’s Next:

- Firmwide survey to identify the foundation or charity of choice
- Third party diversity consultant, Gartner, will conduct training for our people managers on hiring bias and ally support
- University partnerships and high school programs identified to promote STEM opportunities and engage students for intern and full-time employment to increase diversity hires

We are continuing the work to discuss how we can prevent all forms of discrimination in the workplace and create an equitable space for all. I am excited to continue our work together.



**REAFFIRMATION  
OF THE  
EQUAL EMPLOYMENT OPPORTUNITY POLICY  
2020**

It is the policy of Woolpert to continue to provide equal employment opportunities in all personnel areas without regard to race, color, age (40 years old or more), religion, sex,(including sexual harassment), sexual orientation, age, disability, national origin, military status and veteran status. We recognize the legal and moral obligation to our employees and applicants in each stage in recruiting and hiring, promotion, compensation, benefits, transfers, layoffs, recalls, terminations, training, selection and educational assistance. We are fully aware that our continued success depends upon recruiting and retaining qualified personnel. Therefore, we intend to provide fair and equal employment opportunities in all job levels through aggressive upgrading and recruiting actions which fully utilize every source available to us. This policy includes full employment opportunities for members of all minority groups and the careful analysis and assessment of each individual's capabilities for advancement within our organization. Applications from protected veterans will be affirmatively solicited and the status of those employed will be appropriately considered in all personnel activities.

Woolpert, Inc. managers and employees will comply with state and federal equal employment laws, rules, regulations and guidelines. This policy statement will be disseminated to all employees, various recruitment sources and will be displayed on all construction job sites and business locations. Any employees that deliberately violate this policy will be subject to disciplinary action.

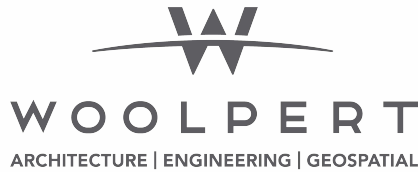
Persons who believe Woolpert, Inc. has discriminated against them may file a discrimination complaint with Shanda McKinney. The EEO Representative has full authority to manage issues involving employment discrimination.

Point of contact to file allegations of discrimination:  
Company's EEO Representative: Shanda R. McKinney  
Location: 4454 Idea Center Blvd, Dayton, OH 45430  
Phone Number: 937-461-5660  
E-Mail Address: Shanda.McKinney@woolpert.com

The President has the overall responsibility and authority to direct and implement the Affirmative Action Plan. However, Management personnel, as part of a complete team effort, are made aware of and share the responsibility for achieving the goals of Woolpert's Affirmative Action Plan.

The formal plan is available for review in the Human Resources Office.

Scott P. Cattran  
President\Chief Executive Officer



## **SMALL BUSINESS POLICY STATEMENT JANUARY 2020**

Woolpert, Inc. acknowledges the requirements of subcontracting statutes and regulations including Public Law 95-507, Public Law 106-50 and FAR 19.704 which state the requirement to contract and subcontract to small businesses.

A key feature of Public Law 95-507 states that all Federal contracts in excess of \$100,000 provide maximum practicable opportunity for small and small disadvantaged business to participate.

Further, Public law 106-50 establishes the goal for subcontracts awarded by prime contractors to service-disabled veteran-owned small business concerns to be 3%. This best effort goal is to be incorporated into subcontracting plans as described in FAR 19.704.

Woolpert recognizes the value of mutually beneficial relationships with small businesses, and is committed to actively seeking these relationships. It is the policy of Woolpert to continue to improve supplier diversity and to make good faith efforts to meet all goals as established in small business subcontracting plans. Management personnel, as part of a complete team effort, are made aware of and share the responsibility for achieving these goals.




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Scott P. Cattran  
President\Chief Executive Officer



## Memo

**To:** All Employees

**From:** Scott P. Cattran 

**Date:** January 1, 2020

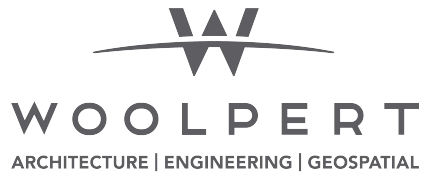
**Subject:** 41 CFR Part 60-741 - Nondiscrimination Obligations of Contractors and Subcontractors Regarding Individuals with Disabilities

This is to affirm our continuing commitment to Equal Employment Opportunity and that there will be no discrimination in any way because of race, color, religion, sex, sexual orientation, age, national origin, or disability.

In addition, I would like to inform you that we are subject to Section 503 of the Rehabilitation Act of 1973 and the Vietnam Era Veterans Readjustment Act (U. S. C. 4212), which requires that we take affirmative action to employ and advance in employment, qualified disabled veterans and individuals with handicaps or disabilities. If you have such a handicap or disability, and would like to be considered under these affirmative action programs, please inform Shanda R. McKinney, Human Resources Director, Dayton, Ohio. Submission of this information is voluntary and refusal to provide it will not subject you to discharge or disciplinary treatment. Information obtained concerning individuals shall be kept confidential except when necessary for managerial decisions.

Woolpert will not tolerate any harassment of employees because of disability. Employees and applicants will not be subject to harassment, intimidation, threats, coercion, or discrimination because they have filed a complaint, assisted in any activity related to the administration of Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans Readjustment Act (U. S. C. 4212); or exercised any other right protected by the Acts. Complaints of harassment of any type should be brought to Ms. McKinney's attention.

By this memo, Woolpert is reaffirming its continuing legal and moral obligation to practice a policy of nondiscrimination.



## ANTI-RETALIATION POLICY

Woolpert does not retaliate—we collaborate and strive to be great. We treat each other as teammates and motivate, elevate and coordinate while appreciating our fellow Woolpies. Woolpert strictly prohibits any form of retaliation against an employee who, in good faith, makes a complaint, raises a concern, provides information, or otherwise assists in an investigation or proceeding regarding any conduct that he or she reasonably believes to be in violation of Woolpert’s Employee Handbook or policies, or applicable laws, rules or regulations.

This policy is designed to ensure that you feel comfortable speaking up if you see or suspect illegal or unethical conduct without fear of retaliation. It also is intended to encourage you to help us in the unlikely event of an internal investigation of any matter by providing honest, truthful and complete information without fear of retaliation.

You will not be discharged, demoted, suspended, threatened, harassed, intimidated, coerced or retaliated against in any other manner as a result of your good faith complaint or assistance during a potential investigation of a good faith complaint regarding the violation of a Woolpert policy or applicable law. If you make a complaint in good faith or participate in an investigation or proceeding under this policy, you are still subject to the same standards of performance and conduct as other employees.

This policy protects you from being retaliated against even if your complaints are proven unfounded by an investigation, unless the employee knowingly made a false allegation, provided false or misleading information during an investigation, or otherwise acted in bad faith. Employees have an obligation to participate in good faith in any internal investigation of retaliation.

Woolpert takes all complaints of retaliation very seriously. All such complaints will be reviewed promptly and, where appropriate, investigated.

If you believe you have been retaliated against or that any other violation of this policy has occurred, or if you have questions concerning this policy, immediately notify Human Resources or your immediate supervisor.

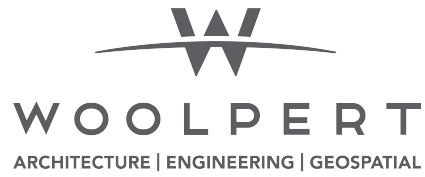
Any employee who violates this policy is subject to disciplinary action, up to and including termination of employment.

### COMPLAINT PROCEDURE FOR HARASSMENT, DISCRIMINATION AND RETALIATION

If you have felt or feel harassed, discriminated or retaliated against, you may initiate the complaint process by filing a written and signed complaint with either your manager or Human Resources. No formal action will be taken against any person under this policy unless a written and signed complaint is on file containing sufficient details to allow Human Resources to determine if the policy may have been violated. If management becomes aware that harassment or discrimination is occurring, either from personal observation or as a result of an employee coming forward, leadership should immediately report it to Human Resources.

### Confidentiality

During the complaint process, the confidentiality of the information received, the privacy of the individuals involved, and the wishes of the complaining person regarding action can not be guaranteed in every instance.

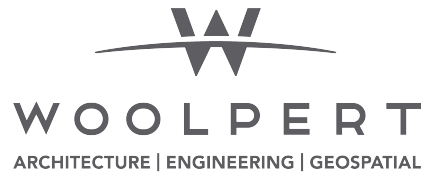


However, they will be protected to as great a degree as is legally possible. The expressed wishes of the complaining person for confidentiality will be considered in the context of Woolpert's legal obligation to act upon the charge and the right of the charged party to obtain information. In most cases, however, Woolpert will strictly maintain confidentiality and those involved in the investigation. In addition, any notes or documents written by or received by the person(s) conducting the investigation will be kept confidential to the extent possible and according to any existing state or federal law.

**Alternative Legal Remedies**

Nothing in this policy shall prevent the complainant or the respondent from pursuing formal legal remedies or resolution through state or federal agencies or the courts.





## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

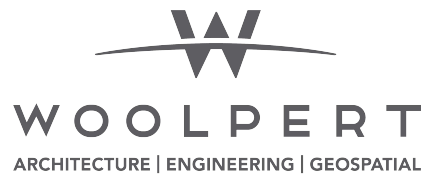
Simply stated: We don't discriminate, period.

To provide equal employment and advancement opportunities to all individuals, business decisions will be based on job-related qualifications, abilities and potential. Woolpert does not discriminate against qualified individuals on the basis of race, color, religion, gender, gender identity, national origin, marital status, sexual orientation, age, veteran status, disability or any other characteristic protected by law.

We are committed to providing an inclusive and welcoming environment for all members of our staff, job candidates, volunteers, subcontractors, vendors and clients.

Any employee with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their department supervisor or Human Resources. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.





## HARASSMENT AND DISCRIMINATION POLICY

Woolpert strives to create and maintain a work environment in which people are treated with dignity, decency and respect. The environment of Woolpert is characterized by mutual trust and the absence of intimidation, oppression and exploitation. You should be able to work and learn in a safe, yet stimulating atmosphere. The accomplishment of this goal is essential to the mission of Woolpert. For that reason, we will not tolerate unlawful discrimination or harassment of any kind by our employees or anyone associated with Woolpert. Through enforcement of this policy and by education of employees, Woolpert will seek to prevent, correct and discipline behavior that violates this policy.

You, regardless of your position, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy. Based upon the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension or termination of employment.

It is the Company's policy to afford equal opportunity for all persons in all aspects of employment, including but not limited to, application, recruiting, hiring, work assignments, compensation, benefits, promotions, discipline, transfers and training. All employment decisions are made without regard to race, color, age, gender, sexual orientation, gender identity, religion, national origin, veteran status, disability, genetic information, or any other characteristic protected by law.

### **Prohibited Conduct**

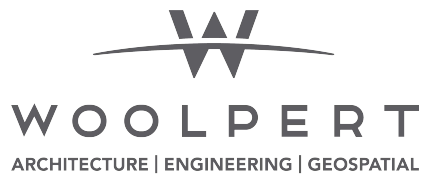
This policy forbids discrimination or harassment that is based on an individual's race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, or any other protected status of an employee or that employee's associates or relatives. It is the policy of the Company to maintain a work environment free from all forms of unlawful discrimination and harassment.

The conduct prohibited by this policy, whether verbal, physical, or visual, includes any discriminatory employment action or harassment that targets or affects someone because of that individual's protected status. Among the types of unwelcome conduct prohibited by this policy are comments, epithets, slurs, jokes, negative stereotyping, intimidating acts, and the circulation or posting of written or graphic materials that show hostility toward individuals because of their protected status. The Company prohibits that conduct even if it is not sufficiently severe or pervasive to constitute unlawful harassment.

Employees should keep in mind that it is possible to violate this policy even when you are off the Company's premises and outside of work hours. Moreover, electronic communications with co-workers, even if conducted on your personal equipment, may violate this policy.

### **Sexual Harassment Defined**

Sexual harassment is a problem that deserves special mention. Harassing conduct based on gender often is sexual in nature, but sometimes is not. This policy forbids harassment based on gender regardless of whether the offensive conduct is sexual in nature. Any unwelcome conduct based on gender is also forbidden by this policy regardless of whether the individual engaged in harassment and the individual being harassed are of the same or are of different genders.



Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct based on sex constitute unlawful sexual harassment when:

1. Submission to or rejection of this conduct is used as the basis for any employment decision.
2. Submission to such conduct becomes an implicit or explicit term or condition of employment.
3. The conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Other harassing conduct in the workplace, whether committed by supervisory or non-supervisory personnel is also prohibited. This behavior includes, but is not limited to, offensive sexual flirtations, sexually degrading or vulgar words, unwelcome touching or physical contact, whistling, unwelcome sexual compliments, innuendos, suggestions or jokes, the display of suggestive objects or pictures, the use of offensive gestures or body motions, and any other unwelcome sexual conduct.

This behavior is unacceptable in the workplace and in other settings such as business trips and business-related social events, as well as through electronic communications regardless of location or time of day.

### **Sexual Favoritism**

This policy also forbids sexual favoritism in the making of any employment decision. Sexual favoritism occurs whenever a supervisor or manager makes a decision based upon an employee's receptiveness to sexual advances. The Company prohibits that conduct even if it is isolated in nature and not sufficiently widespread to create an issue of unlawful conduct.

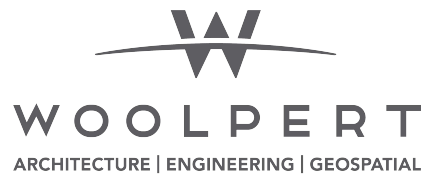
### **Complaint Procedure**

Everyone at the Company is responsible to help keep our workplace free from prohibited discrimination or harassment. Conduct or behavior inconsistent with this policy should be reported immediately. The Company requests the reporting of all incidents that could reasonably be interpreted as violating this policy regardless of who the offender may be. Anyone who has observed such behavior should also report it, even if the person who observes the behavior or overhears the remark is not the target of it.

Any person who believes the Company's policy has been violated, whether as to themselves or another individual, should report it to his or her Supervisor, another manager, or Human Resources personnel in writing as soon as possible. The Company encourages all individuals to report suspected violations of this policy as close to the date of the alleged occurrence as possible so that the Company can respond to the complaint in a prompt and adequate manner. Regardless of when the alleged harassment or unlawful discrimination occurs, the Company will investigate all reported violations of this policy. The Company wishes to prevent employee discomfort and has designated several persons to whom complaints may be made in order to allow an individual to choose someone with whom they are comfortable discussing sensitive matters.

### **Protection Against Retaliation**

Retaliation against an individual who has reported or complained of harassment or discrimination, or who assists another person in making a report, or who cooperates in the investigation of a claim of harassment or discrimination is prohibited. A person who retaliates is subject to disciplinary action. All employees who experience or witness any conduct they believe to be retaliatory should immediately follow the reporting procedures stated above.



### **False Accusations**

Knowingly making a false report of harassment or unlawful discrimination is also a violation of this policy. This is not meant to discourage individuals from making good faith reports. Employees should not be reluctant to report information because they are uncertain of who will be believed and whether the allegation can be proven. The Company recognizes that possible outcomes of investigations include: (1) that a violation occurred; (2) that no violation occurred; or (3) that the Company cannot conclude whether a violation occurred. If a complaint is made in good faith, but the Company cannot determine whether a violation occurred, this does not mean that a complaint or report is a false accusation.

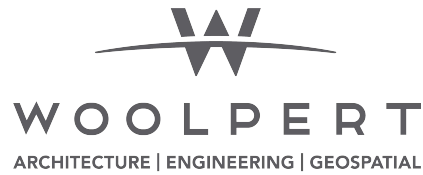
### **Investigation and Cooperation**

Witnesses with relevant information are required to cooperate in the investigation of any complaint made pursuant to this policy. Based upon the facts and circumstances determined at the conclusion of the investigation, appropriate responsive action will be taken.

### **Confidentiality**

During the complaint process, the confidentiality of the information received, the privacy of the individuals involved, and the wishes of the complaining person regarding action cannot be guaranteed in every instance. However, they will be protected to as great a degree as is legally possible. The expressed wishes of the complaining person for confidentiality will be considered in the context of Woolpert's legal obligation to act upon the charge and the right of the charged party to obtain information. In addition, any notes or documents written by or received by the person(s) conducting the investigation will be kept confidential to the extent possible and according to any existing state or federal law.

This policy is intended to prevent situations from arising that may lead to allegations of harassment or unlawful discrimination. Therefore, the prohibitions of this policy may, in some instances, be broader in scope than the legal prohibitions of state, federal or other laws prohibiting discrimination or harassment. It is possible for an individual to violate this policy without violating the law. Everyone is expected to avoid behavior that could reasonably be interpreted as prohibited harassment, discrimination or retaliation. The principal purpose of this policy is to stop unwelcome conduct and promote a productive work environment free of discrimination and harassment.



## **Title VI Non-Discrimination Policy Statement 2019**

It is the policy of Woolpert, Inc. to comply with the regulations of Title VI of the Civil Rights Act of 1964, as amended and other nondiscrimination laws and authorities, that include regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations (CFR) and the Federal Highway Administration's Title 23 Code of Federal Regulations 200. Woolpert does not discriminate against any person on the basis of race, color, national origin, sex, age, disability, or low-income.

Woolpert will not discriminate on the grounds of race, religion, color, sex, national origin, age, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Woolpert will not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Part 21.5.

In all solicitations, either by competitive bidding or negotiation made by Woolpert for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified of their obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, and low income. Woolpert will include the necessary provisions in every subcontract; including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Woolpert ensures nondiscrimination and equal employment opportunity in all programs and activities in accordance with Title VI of the Civil Rights Act of 1964. If you need more information or special assistance for persons with disabilities or limited English proficiency, contact Human Resources at 937-461-5660. Persons with hearing-and speech-impairments can contact the Woolpert by using the Virginia Relay Service, a toll-free telecommunication device for the deaf (TDD). Call 711 for TTY/TDD.

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,  
according to the records of this office,

Woolpert, Inc.

is an entity formed or registered under the law of Ohio, has complied with all  
applicable requirements of this office, and is in good standing with this office. This entity has  
been assigned entity identification number 20041361815.

This certificate reflects facts established or disclosed by documents delivered to this office on  
paper through 12/27/2019 that have been posted, and by documents delivered to this office  
electronically through 12/30/2019 @ 13:32:48.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this  
official certificate at Denver, Colorado on 12/30/2019 @ 13:32:48 in accordance with applicable law.  
This certificate is assigned Confirmation Number 11986996.



Jena Griswold

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

