

## AGREEMENT FOR PROFESSIONAL SERVICES

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

### WITNESSETH:

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

**WHEREAS**, the City desires to obtain professional architectural, engineering, design, construction administration, and related services; and

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

**WHEREAS**, Contractor’s proposal was selected for award of the AGTS Maintenance Facility Expansion Design project (the “**Project**”); and

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

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

#### 1. LINE OF AUTHORITY:

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

#### 2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

**A. Scope of Services.** Contractor shall provide professional services and deliverables for the City as designated by the CEO, from time to time and as described in the attached ***Exhibit A*** (“**Scope of Work**”), in accordance with Task Orders, schedules and budgets set by the City. Without requiring amendment to this Agreement, the City may, through a Task Order or similar

form issued by the CEO, and signed by Contractor, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount, as defined below.

**B. Task Orders.** The Project Manager will issue task orders for work to be completed under this Agreement (each a “**Task Order**”). The terms of each Task Order may include but are not limited to information regarding schedule, staffing, and pricing. Task Orders shall be construed to be in addition to, supplementary to, and consistent with the provisions of this Agreement. In the event of a conflict between a particular provision of any Task Order and a provision of this Agreement, this Agreement shall take precedence. The 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. The City may execute Task Orders in its sole discretion, and the City is not required to execute any minimum number of Task Orders under this Agreement. Contractor shall comply with *Exhibit D* regarding Task Orders.

**C. Standard of Performance.**

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

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

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

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

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

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

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

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

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

**F. Subcontractors.**

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

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

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

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

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

**G. Personnel Assignments.**

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

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

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

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

**3. OWNERSHIP AND DELIVERABLES:**

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

#### 4. TERM AND TERMINATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 5. COMPENSATION AND PAYMENT:

**A. Maximum Contract Amount.** Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Six Million Seven Hundred Eighty-Six Thousand Nine Hundred Sixty-Two Dollars and Fourteen Cents (\$6,786,962.14)** ("Maximum Contract Amount"). Contractor shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

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

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

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

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

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

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

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

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

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

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

**6. MWBE, WAGES AND PROMPT PAYMENT:**

**A. Minority and Women-Owned Business Enterprise ("MWBE") Requirements.**

i. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, D.R.M.C., designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the "**MWBE Ordinance**"); and any Rules and Regulations promulgated pursuant thereto. The Contractor's Goal Commitment to MWBE participation for this Agreement is 16% as stipulated in the Division of Small Business Opportunity's ("**DSBO**") Commitment to MWBE Participation Form submitted by the Contractor.

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

- a. If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with § 28-63(c), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.
- b. If contract modifications are issued under the Agreement, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-

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 of the change by the City.

- c. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be promptly submitted to DSBO for notification purposes.
- d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subcontractors are subject to the original overall contract requirement. The Contractor shall satisfy the requirement with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-64, 28-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.
- e. If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-72, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- f. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-76 of the MWBE Ordinance.
- g. Should any questions arise regarding specific circumstances, the Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

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

**C. Prevailing Wage.** To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building

or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the Agreement were encumbered.

Date bid or proposal issuance was advertised: April 9, 2025.

- i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.
- ii. Contractor shall provide the Auditor of the City and County of Denver (“**Auditor**”) with a list of all subcontractors providing any services under the Agreement.
- iii. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.
- iv. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Auditor by calling (720) 913-5000 or emailing [auditor@denvergov.org](mailto:auditor@denvergov.org).
- v. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

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

**E. City Prompt Pay.**

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

ii. Final payment to Contractor shall not be made until after the project is accepted, and all certificates of completion, record drawings, reproducible copies, and other deliverables are delivered to the City, and the Agreement is otherwise fully performed by Contractor. The City may, at the discretion of the 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.

## **7. INSURANCE REQUIREMENTS:**

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

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

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

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

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

## **8. DEFENSE AND INDEMNIFICATION:**

**A.** To the fullest extent permitted by law, Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this

Agreement that are attributable to the negligence or fault of Contractor or Contractor's agents, representatives, subcontractors, or suppliers ("**Claims**"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

**B.** Contractor's obligation to defend and indemnify the City may be determined after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the parties. Contractor's duty to defend and indemnify the City shall relate back to the time written notice of the Claim is first provided to the City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.

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

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

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

**9. DISPUTES:**

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

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

With respect solely to the City, the Contractor specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, C.R.S. (also designated C.R.S. §§ 13-2-802, *et seq.*) relating to design defects in the project under this Agreement.

**11. GENERAL TERMS AND CONDITIONS:**

**A. Status of Contractor.** Parties agree that the status of Contractor shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the "**City Charter**"). It is not intended, nor shall it be construed, that Contractor or its

personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

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

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

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

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

ii. Contractor shall perform all work in compliance with Executive Order 123 regarding Sustainability, including the requirement that all new City buildings and major renovations will be certified to the applicable Leadership in Energy and Environmental Design (“LEED”) Gold Certification, with the goal of achieving LEED Platinum where economically feasible. Contractor also shall comply with all applicable DEN design and construction standards, including the DEN Design Standards Manuals, which are incorporated herein by reference. Current versions can be found at: <https://business.flydenver.com/bizops/bizRequirements.asp>.

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

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

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

**F. Notices.**

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

by Contractor to:

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

And by the City to:

HDR Engineering, Inc.  
1917 S 67th Street  
Omaha, Nebraska 68106  
Attn: Bradley Martin

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

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

**G. Rights and Remedies Not Waived.** In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Contractor. The City making any such payment when any

breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

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

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

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

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

**L. Cooperation with Other Contractors.**

- i. The City may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors. The City, in its sole discretion, may direct Contractor to coordinate its work under this Agreement with one or more such contractors.
- ii. Contractor shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C. Advertising and Public Disclosures.** Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Director or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City,

and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the Director in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

**D. Colorado Open Records Act.**

i. Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.* (“**CORA**”), and Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in CORA, and Contractor agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

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

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

i. Any authorized agent of the City, including the Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of six (6) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the Auditor shall be subject to government auditing standards issued by the

United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. § 20-276.

ii. Additionally, Contractor agrees until the expiration of six (6) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

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

**F. Use, Possession or Sale of Alcohol or Drugs.** Contractor shall cooperate and comply with the provisions of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

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

**H. Conflict of Interest.**

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

ii. Contractor represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work

of Contractor or which might give Contractor an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Contractor agrees it will comply with that mitigation plan.

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

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

### **13. SENSITIVE SECURITY INFORMATION:**

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

### **14. DEN SECURITY:**

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

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

**15. FEDERAL RIGHTS:**

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in *Appendix No. 1*.

**16. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:**

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

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

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

- Appendix No. 1
- Sections 1 through 17 hereof
- Exhibit A
- Exhibit B
- Exhibit D
- Exhibit C
- Exhibit F
- Exhibit G

**17. CITY EXECUTION OF AGREEMENT:**

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

**B. Electronic Signatures and Electronic Records.** The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or

Contractor in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** PLANE-202578481-00  
**Contractor Name:** HDR ENGINEERING, 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:

\_\_\_\_\_

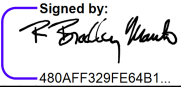
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By:

\_\_\_\_\_

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

PLANE-202578481-00  
HDR ENGINEERING, INC.

By:  \_\_\_\_\_  
Signed by:  
R Bradley Martin  
480AFF329FE64B1...

Name: R Bradley Martin  
(please print)

Title: SVP  
(please print)

ATTEST: [if required]

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

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

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

## **Appendix No. 1**

### **Standard Federal Provisions**

## GENERAL CIVIL RIGHTS PROVISIONS

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

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

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

### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including any amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

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

- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

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

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

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

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



## SCOPE OF WORK

### **INTRODUCTION:**

The Contractor, as defined in the Agreement to which this Exhibit A is attached (“Agreement”), sometimes referred to herein as the “Design Team,” shall conduct all design as an integral part of this AGTS Maintenance Facility Expansion Construction Manager/General Contractor project (“Project”). All investigation work required to produce accurate Contract Documents shall be included in the Design Team’s services. No change orders for changes in the contract time or contract amount will be granted for design errors and omissions. The Design Team shall develop and submit all drawings and specifications required for any permits to the City for review and shall incorporate all comments.

### **DESIGN SERVICES:**

Design services have been included under the Contractor’s scope of work as an integral part of the Project. The Contractor shall conduct all investigation work required to produce accurate Contract Documents. No change orders for changes in contract time or contract amount will be granted for design errors and omissions. The Contractor shall develop and submit all drawings and specifications required for any permits to the City for review and shall incorporate all comments.

1. The Design Team shall provide all the necessary professional and engineering services required for the Project’s ultimate construction. The drawings shall include all required sheets of the final construction working drawings defined by the drawing list, with sufficient information included for the preparation of a detailed cost estimate.
2. Predesign Services: shall include all engineering studies, analyses, schematic design and layouts, calculations, reports, or any additional activities, including but not limited to:
  - a. Conduct and submit necessary surveys, field investigations, and engineering studies required to provide Design Contract Deliverables.
  - b. Conduct and facilitate a Multi Stakeholder Full Day Design Charrette
  - c. Perform a comprehensive review of the existing AGTS Maintenance Facility, including structural, mechanical, and operational systems.
  - d. Conduct site surveys to assess current conditions and identify potential constraints.
  - e. Develop designs to address operational and system requirements.
  - f. Present preliminary findings and recommendations to stakeholders for review and approval.
3. Design Services: This phase includes all activities required to accomplish the design deliverable required for each phase. These activities include, but are not limited to:
  - a. Coordinate, attend, and conduct meetings to obtain information and to coordinate and resolve design matters.
  - b. Coordinate, attend, and conduct weekly progress meetings. Record meeting minutes and distribute them to the DEN Project Management Team (PMT).
  - c. Assist PMT with preparation of Technical Requirements and Design Contract Deliverables for procurement of a Construction Manager / General Contractor (CM/GC). The Contractor shall prepare multiple packages and any other information necessary for alternative delivery methods and procurement of a CM/GC.
  - d. Prepare and include design components to achieve project requirements for 3rd party certification under Envision and LEED.
  - e. Prepare and include high level cost estimating and scheduling through 30% CDs.



## SCOPE OF WORK

4. Procurement Design Services - This phase includes all activities required to assist the PMT in advertising the construction RFQ or RFP, analyzing bid results or proposals, and furnishing recommendations on the award of contracts. Tasks within this phase include, but are not limited to:
  - a. Prepare, attend, and make a technical presentation at pre-bid or pre-proposal conferences and site visits to DEN.
  - b. Respond to formal questions that may arise during the bidding or proposal period. Issue all required addenda to revise plans, specifications, and other contract documents as necessary.
  - c. Attend bid opening, if applicable, and collect/copy all bids for a formal review.
5. Construction Administration: The Design Team shall provide construction administration services for the Project, including but not limited to plan review and permit application, attending construction meetings, site observations, submittal reviews, Request for Information (RFI) responses, and all necessary services within the control of the Design Team as required to maintain construction flow and meeting the construction schedule. Contractor shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.
  - a. Attend and participate in technical presentations at pre-construction conferences at DEN.
  - b. Review and provide comments on shop drawings, product submittals, RFIs, and any other documents submitted by the CM/GC for compliance with the contract documents.
  - c. Review, analyze, and provide comments on laboratory and mill test reports of materials and equipment.
  - d. Observe and review performance tests as required by the specifications.
  - e. Review and provide comment to the PMT on project quantities and change documents.
  - f. Review and provide comment on CM/GC pay applications.
  - g. Assist the PMT with documentation necessary to achieve Envision certification.
  - h. Assist the PMT with CM/GC and subcontractor claim reviews. Provide review and evaluation of any CM/GC and subcontractor claim in order to determine merit.
  - i. Prepare as-built drawings using CADD. Drawings shall comply with FAA standards and procedures and the DEN DSM.
6. Project Closeout Services includes all activities rendered after the completion of a construction contract, which within this phase include, but are not limited to:
  - a. Assist the PMT with project specific closeout and warranty plan.
  - b. Assist the PMT with final inspections, test reports, and all project closeout documents for submittal to FAA and DEN.
  - c. Prepare and provide record drawings in conformance with the DEN DSM's Standard requirements.
7. BIM Requirements: The Design Team shall utilize and adhere to all BIM and Asset Management requirements and software platforms as outlined in the current Design Standards Manual – Digital Facilities & Infrastructure/BIM, project specifications, and BIM Project Execution Plan.
8. The Design Team shall provide AutoCad architectural/electrical/data plans to be used by DEN and furniture vendor furniture layouts and procurement.



**SCOPE OF WORK**

- a. The Design Team shall coordinate with DEN for electrical and data needs for furniture and equipment. Project floor plans shall be updated by the Design Team to align with the final furniture layouts
  
- 9. Unifier: DEN has implemented Oracle’s Primavera Unifier, a project life cycle management application that will be used as a collaboration tool for the project. The Design Team, working with the DEN Project Manager, shall use the process defined by DEN for activities including reviewing RFIs, submittals, pay applications, and change documentation.
  
- 10. Design Submittals: Refer to the “Project Phase Submittals” section herein for design submittals required for this Project. Construction documents are to include all required construction specifications to be customized for this Project using the DEN boilerplate specifications. Only specifications applicable to the construction scope of work shall be referenced in the construction documents.
  
- 11. The Design Team shall be responsible for the preparation of Division 01 Technical Specifications. Division 01 - General Requirements are available from DEN in the draft stage. Part II of the Specifications shall include all general requirements, product data sheets (if required), finish/room schedules, door schedules, equipment schedules, other appropriate schedules, and the Technical Specifications and criteria required to construct the Project. Part II of the Specifications shall be prepared by the Design Team based upon the Design Team's previously accepted preliminary technical specifications.
  
- 12. The Design Team shall prepare the drawings in accordance with DEN Standards and all applicable jurisdictional Codes and ordinances. Applicable DEN Design Standard Manuals to initial scope are identified below and may be downloaded at [Business & Community | Tenant Information | Design Standards \(flydenver.com\)](https://www.flydenver.com/business-community-tenant-information/design-standards)
  
- 13. Prepare an overall master project schedule in Oracle Primavera P6 or latest version, which must provide activities and deliverables for each phase of the Project, as well key event deliverables. Key event deliverable activities must include, but are not limited to, any long lead or specialty items, which will require early procurement during construction. In addition, identify items that will require utility interruptions and impacts to Project stakeholders and overall critical path elements for execution of the deliverables. This schedule shall be maintained, updated and submitted monthly to the PMT for review, comment, and final approval throughout the Project duration.

Design Services include preparation, reproduction, and submittal of interim and final documents for all design / studies services checked below:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Design schedule | <input checked="" type="checkbox"/> Communications       |
| <input checked="" type="checkbox"/> Design analysis | <input checked="" type="checkbox"/> Lightning protection |
| <input checked="" type="checkbox"/> Programming     | <input type="checkbox"/> Acoustical and noise control    |
| <input checked="" type="checkbox"/> Design criteria |  |



### SCOPE OF WORK

- |  |  |
|--|--|
| <input type="checkbox"/> Technical analytical studies                      | <input checked="" type="checkbox"/> Signage  |
| <input checked="" type="checkbox"/> Building and fire code                 | <input checked="" type="checkbox"/> Landscape  |
| <input checked="" type="checkbox"/> Accessibility (ADA)                    | <input type="checkbox"/> Food service  |
| <input checked="" type="checkbox"/> Soils / geotechnical                   | <input checked="" type="checkbox"/> Interior furnishings                               |
| <input checked="" type="checkbox"/> Structural                             |  |
| <input type="checkbox"/> Traffic flow / circulation                        | <input checked="" type="checkbox"/> Construction schedule (By Contractor after 30% CD) |
|  | <input checked="" type="checkbox"/> Cost estimating (By Contractor after 30% CD)       |
| <input checked="" type="checkbox"/> Lighting                               | <input type="checkbox"/> Planning study  |
| <input type="checkbox"/> Air Quality                                       |  |
| <input checked="" type="checkbox"/> Energy                                 | <input checked="" type="checkbox"/> Presentations                                      |
| <input checked="" type="checkbox"/> Water quality (Site impacts)           | <input checked="" type="checkbox"/> Renderings (Inside and out with cars)              |
| <input type="checkbox"/> Noise / acoustics                                 | <input checked="" type="checkbox"/> Models   |
| <input type="checkbox"/> Materials   |  |
| <input checked="" type="checkbox"/> Constructability                       | <input checked="" type="checkbox"/> Bid documents                                      |
| <input checked="" type="checkbox"/> Total Cost of Ownership (Per DEN DSMs) | <input checked="" type="checkbox"/> Proposal documents                                 |
|  | <input checked="" type="checkbox"/> Conformed contract documents                       |
| <input checked="" type="checkbox"/> Architecture                           | <input type="checkbox"/> Bid evaluation  |
| <input checked="" type="checkbox"/> Civil                                  | <input checked="" type="checkbox"/> Building Department Plan Review                    |
| <input checked="" type="checkbox"/> Structural                             | <input checked="" type="checkbox"/> Construction administration                        |
| <input checked="" type="checkbox"/> Mechanical                             | <input checked="" type="checkbox"/> Record documents                                   |
| <input checked="" type="checkbox"/> Electrical                             | <input checked="" type="checkbox"/> Contract closeout                                  |
| <input checked="" type="checkbox"/> Plumbing                               | <input checked="" type="checkbox"/> Project administration and coordination            |
| <input checked="" type="checkbox"/> Fire alarm / protection                | <input checked="" type="checkbox"/> Updated as-built BIM / CAD files for DEN records   |
| <input checked="" type="checkbox"/> Cathodic protection                    |  |
| <input checked="" type="checkbox"/> Security system                        |  |

#### **DESIGN STANDARDS MANUALS (DSM):**

Applicable DEN Design Standard Manuals to initial scope are identified below and may be downloaded at [Business Requirements | Business Opportunities | DEN Business Center \(flydenver.com\)](#):

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Standards and Criteria                  | <input type="checkbox"/> Fueling Systems           |
| <input checked="" type="checkbox"/> Architectural                           | <input checked="" type="checkbox"/> Life-Safety    |
| <input checked="" type="checkbox"/> Civil Infrastructure                    | <input checked="" type="checkbox"/> Mechanical     |
| <input checked="" type="checkbox"/> Communications & Electronic Systems     | <input checked="" type="checkbox"/> Structural     |
| <input checked="" type="checkbox"/> Digital Facilities & Infrastructure/BIM | <input checked="" type="checkbox"/> Sustainability |
| <input checked="" type="checkbox"/> Electrical                              |  |

#### **PROJECT PHASE SUBMITTALS:**

Submittals will be delivered using DEN’s Primavera Unifier Platform in formats defined in DSM Standards and Criteria Chapter 32. Submittals are required for the project design phases checked below:



## SCOPE OF WORK

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Design analysis report – existing conditions</li> <li><input checked="" type="checkbox"/> Design analysis report – SD,30%,60%,90%</li> <li><input checked="" type="checkbox"/> Schematic Design</li> <li><input type="checkbox"/> Design Development</li> <li><input checked="" type="checkbox"/> Const. Documents – 30%</li> <li><input checked="" type="checkbox"/> Const. Documents – 60%</li> </ul> | <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Const. Documents – 90%</li> <li><input type="checkbox"/> Const. Documents – 100%</li> <li><input checked="" type="checkbox"/> Const. Documents – Issue for Construction</li> <li><input checked="" type="checkbox"/> Const. Documents – Issue for Conformance</li> <li><input checked="" type="checkbox"/> Plan Review Approval Documents</li> <li><input checked="" type="checkbox"/> Record Documents</li> <li><input checked="" type="checkbox"/> PDF Documents (at all design phases)</li> </ul> |
|--|---|

### Additional Project Requirements

In discussions with DEN stakeholders and the local Alstom teams, the basic requirements below were determined for the successful outcome of an expanded AGTS Maintenance Facility. Once a building concept is selected, after the Design Charrette process, a more detailed Preliminary Design Document (PDD) as a building program will be required before completing any facility design.

### **System Requirements**

- The addition of switches within the shop to allow for maneuvering cars around is acceptable.
- Heavy maintenance needs to be expanded to a minimum capacity of six (6) cars at any one time.
- Space shall be made available for two (2) additional cars undergoing what Alstom would consider “Light Heavy” maintenance.
- The light maintenance tracks shall each hold one 5-car train, either for work or for storage.
- Space shall be allocated for two (2) maintenance vehicles. These will include one (1) modified pickup truck and one retired APM (41’) vehicle modified to become a self-powered work platform.
- Space for laydown of material and staging for DEN tunnel work shall be provided.
- Space shall be provided for the storage of trains while not in operation.

### **Operational Requirements**

- Current facility and the expanded area shall accommodate a mixed staff of 100 personnel for a 24/7 operation.
- Alstom believes that the existing power to the building will be adequate for their expanded needs. There is, however, an issue with the AGTS Power distribution system (PDS). When program maintenance is performed on the PDS, the power to the shop is also turned off. If directed by the City, the Design Team shall incorporate a solution to isolate this in the design.
- The existing storeroom shall be increased by 50% or a new storeroom added.
- The design shall accommodate easy or direct access to each heavy maintenance position.
- An outside entrance (personnel door) to the existing and any future storeroom shall be provided so that the receiving of material could be streamlined.

### **MISCELLANEOUS:**

CM/GC Approach: The Design Team shall collaborate with the CM/GC during the preconstruction phase to ensure alignment of design and construction strategies with DEN’s operational and project goals. The CM/GC will provide expertise in constructability reviews, cost estimating, and schedule optimization to facilitate efficient Project delivery. The collaboration will also focus on identifying risks early and developing mitigation strategies to minimize disruptions to AGTS operations. This partnership will ensure



## SCOPE OF WORK

that the phased construction plan supports uninterrupted system functionality while achieving the Project objectives.

## **Exhibit B**

This ***Exhibit B*** sets forth the rate structure applicable to Contractor's services provided under the Agreement to which this ***Exhibit B*** is attached (the "**Agreement**"). Contractor shall be compensated for work under the Agreement either on a lump-sum (fixed fee) basis per deliverable as proposed by Contractor and accepted by the City and documented herein, or in accordance with the hourly rates set forth herein in accordance with the Agreement as determined by the City in the City's sole discretion.

[Remainder of this page is intentionally blank; ***Exhibit B*** continues in the following pages]

DESIGN, ENGINEERING AND CONSTRUCTION –  
LUMP SUM/FIXED FEE BID FORM  
DENVER INTERNATIONAL AIRPORT  
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)



## LUMP SUM/FIXED FEE

Project Name:	<u>AGTS Maintenance Facility Expansion Design</u>
Project Location:	<u>Denver International Airport - AGTS Maintenance Facility</u>
Bid Date:	<u>May 12, 2025</u>
Vendor Name:	<u>HDR Engineering, Inc., R. Bradley Martin (Senior Vice President)</u>
Vendor Address:	<u>1670 Broadway, Suite 3400, Denver, CO 80202</u>
Vendor’s Contact Information:	<u>+1 (303) 764-1572   brad.martin@hdrinc.com</u>

### Bid Overview:

Having carefully examined the site, the plans, specifications, and all other contract documents related to the project named above, the undersigned hereby agrees to perform all work required for the project as detailed in the contract documents for the Lump Sum (Fixed Fee) stated below.

### Vendor's Acknowledgement and Representations:

By submitting this Lump Sum (Fixed Fee) Bid, the vendor acknowledges and agrees to the following terms:

1. Acknowledgment of Contract Documents: The vendor has thoroughly reviewed all relevant documents related to the project, including RFP’s, plans, specifications, and addenda, and is submitting this bid based on that review.
2. Changes in Scope: Any additional work outside the scope of the original bid will require a written change order signed by both the Vendor and the Owner, with pricing adjustments as necessary.
3. Completion of Work: The Vendor will complete the work in accordance as outlined in the contract documents.

### Conditions of Bid:

1. Contract Award: The City reserves the right to accept or reject this bid and may choose to negotiate further terms before issuing a formal contract.
2. Insurance and Bonds: Upon contract award, the Vendor will provide proof of insurance (general liability, workers’ compensation, etc.) and any required performance and payment bonds.
3. Licensing and Permits: The Vendor is responsible for obtaining all necessary licenses and permits to complete the work.

### Lump Sum/Fixed Fee Amount:

The total fixed cost for completing all work as described in the contract documents, including labor, materials, overhead, profit, and all other expenses necessary for the completion of the project, is:

Total Lump Sum Bid Amount:	<u>\$5,786,962.14</u>
Spell out the amount in words:	<u>Five million seven hundred eighty-six thousand nine hundred sixty-two dollars and fourteen cents</u>

This bid includes all taxes, fees, permits, and other charges required to complete the project.

DESIGN, ENGINEERING AND CONSTRUCTION –  
 LUMP SUM/FIXED FEE BID FORM  
 DENVER INTERNATIONAL AIRPORT  
 8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)



Provide a detailed breakdown of the lump sum bid based on the deliverables. This ensures transparency in pricing and allows for easier adjustments if certain parts of the scope change.

Fee Proposal Form		Amount (USD)
<b>Design</b>	Schematic Design	\$ 1,205,225.35
	Construction Documents – 30%	\$ 823,945.71
	Construction Documents – 60%	\$ 982,661.71
	Construction Documents – 90%	\$ 770,799.61
	Construction Documents – 100%	\$ N/A
	Construction Documents – Issuance for Conformance	\$ 155,313.98
	Construction Documents – Issuance for Construction	106,996.71
<b>Bidding &amp; Permitting</b>		\$ 260,630.25
<b>Construction Administration</b>		\$ 1,273,591.44
<b>Closeout</b>	Record Documents	\$ 207,797.38
<b>Total Lump Sum Bid</b>		<b>\$ 5,786,962.14</b>

The above total should cover all labor, materials, equipment, overhead, and profit necessary to complete the project as outlined in the project documents.

DESIGN, ENGINEERING AND CONSTRUCTION –  
LUMP SUM/FIXED FEE BID FORM  
DENVER INTERNATIONAL AIRPORT  
8500 Peña Blvd. | Denver, Colorado 80249-6340 | 720-730-IFLY (4359)



### Allowances and Contingencies:

If applicable, specify allowances or contingencies as required by the bid documents.

Allowance 1: [Description]	N/A
Allowance 2: [Description]	N/A
Contingency: [Description]	N/A

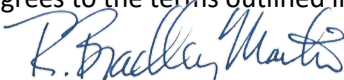
### Add/Alternates:

If applicable, specify add/alternates as required by the bid documents.

Add 1: [Description]	N/A
Add 2: [Description]	N/A
Add 3: [Description]	N/A
Alternate 1: [Description]	N/A
Alternate 2: [Description]	N/A
Alternate 3: [Description]	N/A

### Signatures:

By signing below, the Vendor acknowledges and agrees to the terms outlined in this Lump Sum/Fixed Fee Bid Form.

Signature:   
 Title: Senior Vice President  
 Date: May 12, 2025



The following outlines the key assumptions and exclusions that define the scope and associated fees for the AGTS Maintenance Facility Expansion project.

Assumptions:

1. This scope of services is based on information provided by DEN and specifically on the documents provided and scope of services per the RFP. Substantive and/or material changes in function, existing conditions, or design intent beyond those with which this proposal is based upon may be the basis for a change in services and a revised fee proposal.
2. Construction sequencing and phasing required to maintain operational continuity of the AGTS and the existing maintenance facility components is the sole responsibility of CMAR/CMGC.
3. Phasing of construction activities, switchovers of systems, continuity of systems operations will be the responsibility of the contractor.
4. Scope & Fee is based upon a 38,000 SF building addition, similar to Concept 2 as shown in APM Maintenance Facility Concepts 1b – 2 revised 2.27.25 PDF included in the RFP documents.
5. Scope & Fee is based upon 60-week duration of total design, procurement, and permitting phases and assumes (1) weekly meeting with DEN and/or Stakeholders and (1) bi-weekly meeting with CMGC beginning at the midpoint of the 30% CD phase through Issue for Construction phase.
6. Scope & Fee is based upon 104-week duration of total Construction Administration (CA) and Project Close-out phases and assumes (1) weekly meeting with DEN and/or Stakeholders, and (1) weekly meeting with CMGC.
7. Scope & Fee for CA phase assumes a maximum total of 200 RFIs during the CA phase at 3 hours of design team staff utilization per RFI.
8. Scope & Fee for CA phase assumes a maximum total of 50 RFI re-reviews at 3 hours each.
9. Scope & Fee for CA phase assumes a total of 10 substitution requests at 3 hours of design team staff utilization per review.
10. Scope & Fee relating to existing AGTS Maintenance Facility administrative offices and maintenances spaces assumes the extent of design is limited to applied finishes and furnishings only.
11. Scope & Fee assumes there are existing furniture and furnishing standards in place and the design team will utilize those standards. DEN will provide preferred manufacturer(s) to procure furniture package and design selection, and coordination will be in collaboration with the vendor(s).
12. Scope & Fee assumes the existing high-voltage electrical capacity for additional APM traction power is adequate, and that additional headend capacity to traction power system is not required.
13. Design and specifications of traction power extension is assumed to be provided by third party (i.e. - Alstom).
14. Guideway plans will show final guideway and do not include phasing details.



15. Facility Communications systems will be expanded and not replaced. The existing Communications system is assumed to have capacity for expansion.
16. Train Control within the facility will be designed by the supplier based on the modified guideway profile.
17. Backup Control Center design would include room space, ethernet network drops, telephone port locations, desk design, and designated space for network servers, switches, and rack space. It would not describe specific equipment necessary to operate the control center.
18. The Commissioning Agent (CxA) will be retained by DEN to execute commissioning (Cx) activities according to the DSM and is not assumed to be included in the Scope and Fee of the design team.
19. DEC and LEED Fundamental MEP and Building Enclosure Commissioning (Cx), LEED Enhanced MEP Commissioning (Cx), BECx, and MBCx are required by Denver Energy Code and LEED Gold Certification, and it is assumed these services will be procured directly by DEN.
20. Cost estimating services are limited to (1) one deliverable at the completion of the Schematic Design Phase.
21. Scope & Fee provided are based on the codes, laws, and regulations in place at the time of this proposal. If requirements change due to legal revisions enacted after this proposal, additional scope and fee may apply.
22. DEN will provide drawings and Revit/BIM models of the existing facility, including, though not limited to, architecture, mechanical, electrical, and structural; the proposed fee is dependent on this information. Final deliverables to DEN will include an updated Revit model incorporating project elements from design.
23. Change Orders resulting in significant design changes to systems may incur additional services.
24. The design team will be granted access to the facilities required during normal business hours to perform our work. Site investigation is limited to non-destructive verification of existing areas and systems.
25. Room signage and design will be by DEN.
26. Assessment and/or design of temporary spaces to accommodate staff and maintain redundancy is not included in the scope of the project.
27. DEN / Stakeholder design review meetings will occur at the end of Schematic Design, 30% CD, 60% CD, and 90% CD phases.
28. DEN stakeholder review period duration for submittals will be 10 days. One consolidated set of review comments will be provided at the end of each review period.
29. All project-related documentation deemed Security Sensitive Information (SSI), Confidential and Privileged (C&P) or Personally Identifiable Information (PII) will be identified by Owner prior to transmission.
30. The necessary staff will participate in meetings and reviews within a defined and agreed upon time.
31. HDR will host breakfast and lunch for the all-day design charrette.



Exclusions:

1. Modifications to the documents due to either increases in project funding or value engineering which occur after the notice to proceed is granted.
2. Design of enabling projects and temporary or redundant spaces.
3. AGTS vehicle design and/or modification design to AGTS vehicles
4. Design of new or upgraded emergency power backup generators or systems, and/or monitoring of those systems.
5. Design of renewable energy (solar, wind, thermal) systems and on-site energy storage.
6. Post-construction performance monitoring.
7. Permit, plan check, and utility review fees.
8. Existing load verification / 7-Day and 30-day load metering services.
9. Printing (all deliverables will be electronic).
10. Any scope/services associated with any abatement requirements.
11. Whole Building Life Cycle Analysis associated with optional LEED points (1-4pts).
12. Systems temporary configuration revisions during construction phase.
13. Commissioning and testing services.
14. Design of headend network electronics for voice, data and wi-fi.
15. Design of bid alternates (additions or deductions).
16. Design of bid-package submittals in addition to the milestone submittals listed in the RFP.
17. Modifications to the existing concrete structure significantly beyond the addition of switches and guideway extensions shown on the AGTS Maintenance Facility Concept 2 drawing.
18. Structural design beyond the design and detailing of the primary structure members and connections including foundations, beam/column framing, lateral systems, penetrations, working and mechanical platforms, and AGTS running plinth and switches.
19. Design of temporary or permanent shoring of construction excavation.
20. Construction administration, redesign, or repairs that are a result of unforeseen existing conditions or significant contractor errors.
21. Restart fees due to significant delays in the proposed design schedule.



# EXHIBIT B COVER

Denver International Airport  
Design, Engineering, & Construction (DEC)

## Professional Services Agreements Core Staff Rates

DEN Contract Name: AGTS Maintenance Facility Expansion Design  
 DEN Contract Number: 202578481  
 Prime Consultant: HDR Engineering, Inc.  
 Project Name:  
 Project Number:  
 MWBE/SBE/DBE Contractual Goal: 16%  
 Consultant Main Point of Contact (POC): Brian Lincoln  
 Consultant Main POC Email Address: brian.lincoln@hdrinc.com  
 Consultant Main POC Phone Number: 970-270-5966

\_\_\_\_\_  
**Contract Point of Contact Signature**

Brian Lincoln

\_\_\_\_\_  
**Contract Point of Contact Name**

**Date:** \_\_\_\_\_ 12/16/2025



## City and County of Denver

### Company Proprietary Information

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

Revision December 2025



# COMPANY INFO

## Prime Consultant and Sub-Consultants Listings

	Company Name	Prime / Sub-Contractor	Multiplier	MWBE / SBE Goal %
1	HDR Engineering, Inc.	Prime	1	
2	Connico	Sub	1	1%
3	Granite Engineering	Sub	1	1%
4	Group 14	Sub	1	3%
5	HCL Engineering & Surveying, LLC	Sub	1	2%
6	JR Harris	Sub	1	
7	Lea+Elliott	Sub	3.051	
8	PK Electrical, Inc.	Sub	2.8334	10%
9	Killebrew & Killebrew Inc.	Sub	1	4%
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# STAFF RATES

For use by DEN Project Manager Only.

## Core Staff Rates

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

Annual Adjustment from Year 1	Annual Adjustment from Year 2	Annual Adjustment from Year 3	Annual Adjustment from Year 4	Annual Adjustment from Year 5
0%	0%	0%	0%	0%
TBD	TBD	TBD	TBD	TBD

Company Name	Prime or Sub-Contractor	Position	Experience Level	Base Rate**	Multiplier	Calendar Year 1	Calendar Year 2	Calendar Year 3	Calendar Year 4	Calendar Year 5	Calendar Year 6
1 HDR Engineering, Inc.	Prime	Architect	Level 1, Entry	\$ 113.30	1.00	\$ 113.30	\$ 113.30	\$ 113.30	\$ 113.30	\$ 113.30	\$ 113.30
2 HDR Engineering, Inc.	Prime	Architect	Level 2, Developmetal	\$ 128.75	1.00	\$ 128.75	\$ 128.75	\$ 128.75	\$ 128.75	\$ 128.75	\$ 128.75
3 HDR Engineering, Inc.	Prime	Architect	Level 3, Full Experience	\$ 139.05	1.00	\$ 139.05	\$ 139.05	\$ 139.05	\$ 139.05	\$ 139.05	\$ 139.05
4 HDR Engineering, Inc.	Prime	Architect	Level 4, Supervisory	\$ 164.80	1.00	\$ 164.80	\$ 164.80	\$ 164.80	\$ 164.80	\$ 164.80	\$ 164.80
5 HDR Engineering, Inc.	Prime	Architect	Level 5, Managerial	\$ 180.25	1.00	\$ 180.25	\$ 180.25	\$ 180.25	\$ 180.25	\$ 180.25	\$ 180.25
6 HDR Engineering, Inc.	Prime	Interior Designer	Level 1, Entry	\$ 123.60	1.00	\$ 123.60	\$ 123.60	\$ 123.60	\$ 123.60	\$ 123.60	\$ 123.60
7 HDR Engineering, Inc.	Prime	Interior Designer	Level 2, Developmetal	\$ 133.90	1.00	\$ 133.90	\$ 133.90	\$ 133.90	\$ 133.90	\$ 133.90	\$ 133.90
8 HDR Engineering, Inc.	Prime	Interior Designer	Level 3, Full Experience	\$ 164.80	1.00	\$ 164.80	\$ 164.80	\$ 164.80	\$ 164.80	\$ 164.80	\$ 164.80
9 HDR Engineering, Inc.	Prime	Interior Designer	Level 4, Supervisory	\$ 175.10	1.00	\$ 175.10	\$ 175.10	\$ 175.10	\$ 175.10	\$ 175.10	\$ 175.10
10 HDR Engineering, Inc.	Prime	Interior Designer	Level 5, Managerial	\$ 185.40	1.00	\$ 185.40	\$ 185.40	\$ 185.40	\$ 185.40	\$ 185.40	\$ 185.40
11 HDR Engineering, Inc.	Prime	Landscape Architect	Level 1, Entry	\$ 108.15	1.00	\$ 108.15	\$ 108.15	\$ 108.15	\$ 108.15	\$ 108.15	\$ 108.15
12 HDR Engineering, Inc.	Prime	Landscape Architect	Level 2, Developmetal	\$ 123.60	1.00	\$ 123.60	\$ 123.60	\$ 123.60	\$ 123.60	\$ 123.60	\$ 123.60
13 HDR Engineering, Inc.	Prime	Landscape Architect	Level 3, Full Experience	\$ 133.90	1.00	\$ 133.90	\$ 133.90	\$ 133.90	\$ 133.90	\$ 133.90	\$ 133.90
14 HDR Engineering, Inc.	Prime	Landscape Architect	Level 4, Supervisory	\$ 164.80	1.00	\$ 164.80	\$ 164.80	\$ 164.80	\$ 164.80	\$ 164.80	\$ 164.80
15 HDR Engineering, Inc.	Prime	Landscape Architect	Level 5, Managerial	\$ 190.55	1.00	\$ 190.55	\$ 190.55	\$ 190.55	\$ 190.55	\$ 190.55	\$ 190.55
16 HDR Engineering, Inc.	Prime	Engineer	Level 1, Entry	\$ 114.33	1.00	\$ 114.33	\$ 114.33	\$ 114.33	\$ 114.33	\$ 114.33	\$ 114.33
17 HDR Engineering, Inc.	Prime	Engineer	Level 2, Developmetal	\$ 123.60	1.00	\$ 123.60	\$ 123.60	\$ 123.60	\$ 123.60	\$ 123.60	\$ 123.60
18 HDR Engineering, Inc.	Prime	Engineer	Level 3, Full Experience	\$ 132.87	1.00	\$ 132.87	\$ 132.87	\$ 132.87	\$ 132.87	\$ 132.87	\$ 132.87
19 HDR Engineering, Inc.	Prime	Engineer	Level 4, Supervisory	\$ 145.00	1.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00
20 HDR Engineering, Inc.	Prime	Engineer	Level 5, Managerial	\$ 158.62	1.00	\$ 158.62	\$ 158.62	\$ 158.62	\$ 158.62	\$ 158.62	\$ 158.62
21 HDR Engineering, Inc.	Prime	Engineering/ Architect Specialist	Level 1, Entry	\$ 180.00	1.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 180.00
22 HDR Engineering, Inc.	Prime	Engineering/ Architect Specialist	Level 2, Developmetal	\$ 201.00	1.00	\$ 201.00	\$ 201.00	\$ 201.00	\$ 201.00	\$ 201.00	\$ 201.00
23 HDR Engineering, Inc.	Prime	Engineering/ Architect Specialist	Level 3, Full Experience	\$ 219.00	1.00	\$ 219.00	\$ 219.00	\$ 219.00	\$ 219.00	\$ 219.00	\$ 219.00
24 HDR Engineering, Inc.	Prime	Engineering/ Architect Specialist	Level 4, Supervisory	\$ 235.00	1.00	\$ 235.00	\$ 235.00	\$ 235.00	\$ 235.00	\$ 235.00	\$ 235.00
25 HDR Engineering, Inc.	Prime	Engineering/ Architect Specialist	Level 5, Managerial	\$ 250.00	1.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
26 HDR Engineering, Inc.	Prime	Design/Construction Project Manager	Level 1, Entry	\$ 220.00	1.00	\$ 220.00	\$ 220.00	\$ 220.00	\$ 220.00	\$ 220.00	\$ 220.00
27 HDR Engineering, Inc.	Prime	Design/Construction Project Manager	Level 2, Developmetal	\$ 235.49	1.00	\$ 235.49	\$ 235.49	\$ 235.49	\$ 235.49	\$ 235.49	\$ 235.49
28 HDR Engineering, Inc.	Prime	Design/Construction Project Manager	Level 3, Full Experience	\$ 245.24	1.00	\$ 245.24	\$ 245.24	\$ 245.24	\$ 245.24	\$ 245.24	\$ 245.24
29 HDR Engineering, Inc.	Prime	Design/Construction Project Manager	Level 4, Supervisory	\$ 325.00	1.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00
30 HDR Engineering, Inc.	Prime	Design/Construction Project Manager	Level 5, Managerial	\$ 375.00	1.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00
31 HDR Engineering, Inc.	Prime	Quality Control Engineer	Level 1, Entry	\$ 235.00	1.00	\$ 235.00	\$ 235.00	\$ 235.00	\$ 235.00	\$ 235.00	\$ 235.00
32 HDR Engineering, Inc.	Prime	Quality Control Engineer	Level 2, Developmetal	\$ 250.00	1.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
33 HDR Engineering, Inc.	Prime	Quality Control Engineer	Level 3, Full Experience	\$ 265.00	1.00	\$ 265.00	\$ 265.00	\$ 265.00	\$ 265.00	\$ 265.00	\$ 265.00
34 HDR Engineering, Inc.	Prime	Quality Control Engineer	Level 4, Supervisory	\$ 280.00	1.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00
35 HDR Engineering, Inc.	Prime	Quality Control Engineer	Level 5, Managerial	\$ 307.85	1.00	\$ 307.85	\$ 307.85	\$ 307.85	\$ 307.85	\$ 307.85	\$ 307.85
36 HDR Engineering, Inc.	Prime	Administrative Support	Level 1, Entry	\$ 95.00	1.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00
37 HDR Engineering, Inc.	Prime	Administrative Support	Level 2, Developmetal	\$ 115.00	1.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00
38 HDR Engineering, Inc.	Prime	Administrative Support	Level 3, Full Experience	\$ 135.00	1.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00
39 HDR Engineering, Inc.	Prime	Administrative Support	Level 4, Supervisory	\$ 160.00	1.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00
40 HDR Engineering, Inc.	Prime	Contract Administrator/Manager	Level 2, Developmetal	\$ 140.00	1.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00
41 HDR Engineering, Inc.	Prime	Contract Administrator/Manager	Level 3, Full Experience	\$ 175.00	1.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00
42 HDR Engineering, Inc.	Prime	Project Coordinator	Level 1, Entry	\$ 105.00	1.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00
43 HDR Engineering, Inc.	Prime	Project Coordinator	Level 2, Developmetal	\$ 125.00	1.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
44 HDR Engineering, Inc.	Prime	Project Coordinator	Level 3, Full Experience	\$ 145.00	1.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00
45 Connico	Sub	Cost/Estimating Engineer	Level 4, Supervisory	\$ 259.88	1.00	\$ 259.88	\$ 259.88	\$ 259.88	\$ 259.88	\$ 259.88	\$ 259.88
46 Connico	Sub	Cost/Estimating Engineer	Level 5, Managerial	\$ 290.47	1.00	\$ 290.47	\$ 290.47	\$ 290.47	\$ 290.47	\$ 290.47	\$ 290.47
47 Connico	Sub	Scheduler	Level 5, Managerial	\$ 290.47	1.00	\$ 290.47	\$ 290.47	\$ 290.47	\$ 290.47	\$ 290.47	\$ 290.47
48 Connico	Sub	Cost/Estimating Engineer	Level 1, Entry	\$ 137.59	1.00	\$ 137.59	\$ 137.59	\$ 137.59	\$ 137.59	\$ 137.59	\$ 137.59
49 Connico	Sub	Cost/Estimating Engineer	Level 2, Developmetal	\$ 168.14	1.00	\$ 168.14	\$ 168.14	\$ 168.14	\$ 168.14	\$ 168.14	\$ 168.14
50 Connico	Sub	Cost/Estimating Engineer	Level 3, Full Experience	\$ 214.03	1.00	\$ 214.03	\$ 214.03	\$ 214.03	\$ 214.03	\$ 214.03	\$ 214.03
51 Connico	Sub	Engineer	Level 2, Developmetal	\$ 168.14	1.00	\$ 168.14	\$ 168.14	\$ 168.14	\$ 168.14	\$ 168.14	\$ 168.14
52 Connico	Sub	Engineer	Level 3, Full Experience	\$ 282.81	1.00	\$ 282.81	\$ 282.81	\$ 282.81	\$ 282.81	\$ 282.81	\$ 282.81

53	Connico	Sub	Engineer	Level 4, Supervisory	\$ 290.47	1.00	\$ 290.47	\$ 290.47	\$ 290.47	\$ 290.47	\$ 290.47	\$ 290.47
54	Connico	Sub	Engineer	Level 5, Managerial	\$ 305.73	1.00	\$ 305.73	\$ 305.73	\$ 305.73	\$ 305.73	\$ 305.73	\$ 305.73
55	Connico	Sub	Scheduler	Level 2, Developmetal	\$ 168.14	1.00	\$ 168.14	\$ 168.14	\$ 168.14	\$ 168.14	\$ 168.14	\$ 168.14
56	Connico	Sub	Scheduler	Level 3, Full Experience	\$ 259.88	1.00	\$ 259.88	\$ 259.88	\$ 259.88	\$ 259.88	\$ 259.88	\$ 259.88
57	Connico	Sub	Contract Administrator/Manager	Level 4, Supervisory	\$ 221.66	1.00	\$ 221.66	\$ 221.66	\$ 221.66	\$ 221.66	\$ 221.66	\$ 221.66
58	Granite Engineering	Sub	Laboratory Technician	Level 1, Entry	\$ 60.00	1.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00
59	Granite Engineering	Sub	Laboratory Technician	Level 2, Developmetal	\$ 75.00	1.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
60	Granite Engineering	Sub	Laboratory Technician	Level 3, Full Experience	\$ 85.00	1.00	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00
61	Granite Engineering	Sub	Laboratory Technician	Level 4, Supervisory	\$ 100.00	1.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
62	Granite Engineering	Sub	Engineer	Level 1, Entry	\$ 95.00	1.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00
63	Granite Engineering	Sub	Engineer	Level 2, Developmetal	\$ 115.00	1.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00
64	Granite Engineering	Sub	Engineer	Level 4, Supervisory	\$ 147.00	1.00	\$ 147.00	\$ 147.00	\$ 147.00	\$ 147.00	\$ 147.00	\$ 147.00
65	Granite Engineering	Sub	Engineer	Level 5, Managerial	\$ 200.00	1.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
66	Granite Engineering	Sub	Project Engineer	Level 4, Supervisory	\$ 185.00	1.00	\$ 185.00	\$ 185.00	\$ 185.00	\$ 185.00	\$ 185.00	\$ 185.00
67	Granite Engineering	Sub	Administrative Support	Level 1, Entry	\$ 72.00	1.00	\$ 72.00	\$ 72.00	\$ 72.00	\$ 72.00	\$ 72.00	\$ 72.00
68	Granite Engineering	Sub	Contract Administrator/Manager	Level 3, Full Experience	\$ 95.00	1.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00
69	Group 14	Sub	Project Controls Engineer/Manager	Level 4, Supervisory	\$ 269.00	1.00	\$ 269.00	\$ 269.00	\$ 269.00	\$ 269.00	\$ 269.00	\$ 269.00
70	Group 14	Sub	Engineering/ Architect Specialist	Level 5, Managerial	\$ 251.00	1.00	\$ 251.00	\$ 251.00	\$ 251.00	\$ 251.00	\$ 251.00	\$ 251.00
71	Group 14	Sub	Engineering/ Architect Specialist	Level 4, Supervisory	\$ 220.00	1.00	\$ 220.00	\$ 220.00	\$ 220.00	\$ 220.00	\$ 220.00	\$ 220.00
72	Group 14	Sub	Engineering/ Architect Specialist	Level 3, Full Experience	\$ 210.00	1.00	\$ 210.00	\$ 210.00	\$ 210.00	\$ 210.00	\$ 210.00	\$ 210.00
73	Group 14	Sub	Engineer	Level 5, Managerial	\$ 189.00	1.00	\$ 189.00	\$ 189.00	\$ 189.00	\$ 189.00	\$ 189.00	\$ 189.00
74	Group 14	Sub	Engineer	Level 4, Supervisory	\$ 170.00	1.00	\$ 170.00	\$ 170.00	\$ 170.00	\$ 170.00	\$ 170.00	\$ 170.00
75	Group 14	Sub	Engineer	Level 3, Full Experience	\$ 159.00	1.00	\$ 159.00	\$ 159.00	\$ 159.00	\$ 159.00	\$ 159.00	\$ 159.00
76	Group 14	Sub	Engineer	Level 2, Developmetal	\$ 150.00	1.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
77	Group 14	Sub	Engineer	Level 1, Entry	\$ 136.00	1.00	\$ 136.00	\$ 136.00	\$ 136.00	\$ 136.00	\$ 136.00	\$ 136.00
78	Group 14	Sub	Contract Administrator/Manager	Level 4, Supervisory	\$ 170.00	1.00	\$ 170.00	\$ 170.00	\$ 170.00	\$ 170.00	\$ 170.00	\$ 170.00
79	Group 14	Sub	Project Coordinator	Level 2, Developmetal	\$ 150.00	1.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
80	Group 14	Sub	Project Coordinator	Level 1, Entry	\$ 110.00	1.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00
81	Lea+Elliott	Sub	Transit Project Advisor/Principal	Level 5, Managerial	\$126.19	3.05	\$ 385.01	\$ 385.01	\$ 385.01	\$ 385.01	\$ 385.01	\$ 385.01
82	Lea+Elliott	Sub	Transit Project Manager/Associate Principal	Level 5, Managerial	\$109.80	3.05	\$ 335.00	\$ 335.00	\$ 335.00	\$ 335.00	\$ 335.00	\$ 335.00
83	Lea+Elliott	Sub	Transit Sr. Engineer/Architect/Planner	Level 5, Managerial	\$93.08	3.05	\$ 283.99	\$ 283.99	\$ 283.99	\$ 283.99	\$ 283.99	\$ 283.99
84	Lea+Elliott	Sub	Transit Engineer/Architect/Planner	Level 3, Full Experience	\$55.72	3.05	\$ 170.00	\$ 170.00	\$ 170.00	\$ 170.00	\$ 170.00	\$ 170.00
85	Lea+Elliott	Sub	Transit Technical Document Specialist	Level 3, Full Experience	\$44.25	3.05	\$ 135.01	\$ 135.01	\$ 135.01	\$ 135.01	\$ 135.01	\$ 135.01
86	JR Harris	Sub	Engineer	Level 2, Developmetal	\$ 160.00	1.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00
87	JR Harris	Sub	Engineer	Level 3, Full Experience	\$ 215.00	1.00	\$ 215.00	\$ 215.00	\$ 215.00	\$ 215.00	\$ 215.00	\$ 215.00
88	JR Harris	Sub	Engineer	Level 4, Supervisory	\$ 290.00	1.00	\$ 290.00	\$ 290.00	\$ 290.00	\$ 290.00	\$ 290.00	\$ 290.00
89	JR Harris	Sub	Engineer	Level 5, Managerial	\$ 345.00	1.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00	\$ 345.00
90	PK Electrical, Inc.	Sub	Engineer	Level 5, Managerial	\$ 110.00	2.83	\$ 311.67	\$ 311.67	\$ 311.67	\$ 311.67	\$ 311.67	\$ 311.67
91	PK Electrical, Inc.	Sub	Project Controls Engineer/Manager	Level 3, Full Experience	\$ 48.00	2.83	\$ 136.00	\$ 136.00	\$ 136.00	\$ 136.00	\$ 136.00	\$ 136.00
92	PK Electrical, Inc.	Sub	Engineer	Level 3, Full Experience	\$ 62.00	2.83	\$ 175.67	\$ 175.67	\$ 175.67	\$ 175.67	\$ 175.67	\$ 175.67
93	PK Electrical, Inc.	Sub	Engineer Technician	Level 3, Full Experience	\$ 50.00	2.83	\$ 141.67	\$ 141.67	\$ 141.67	\$ 141.67	\$ 141.67	\$ 141.67
94	PK Electrical, Inc.	Sub	Engineer Technician	Level 2, Developmetal	\$ 40.00	2.83	\$ 113.34	\$ 113.34	\$ 113.34	\$ 113.34	\$ 113.34	\$ 113.34
95	PK Electrical, Inc.	Sub	Engineer	Level 4, Supervisory	\$ 74.50	2.83	\$ 211.09	\$ 211.09	\$ 211.09	\$ 211.09	\$ 211.09	\$ 211.09
96	PK Electrical, Inc.	Sub	Administrative Support	Level 3, Full Experience	\$ 44.00	2.83	\$ 124.67	\$ 124.67	\$ 124.67	\$ 124.67	\$ 124.67	\$ 124.67
97	Killebrew & Killebrew Inc.	Sub	Engineer	Level 5, Managerial	\$ 225.00	1.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00
98	Killebrew & Killebrew Inc.	Sub	Design/Construction Project Manager	Level 5, Managerial	\$ 225.00	1.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00
99	Killebrew & Killebrew Inc.	Sub	Engineer	Level 4, Supervisory	\$ 175.00	1.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00
100	HCL Engineering & Surveying, LLC	Sub	Project Engineer	Level 5, Managerial	\$ 270.00	1.00	\$ 270.00	\$ 270.00	\$ 270.00	\$ 270.00	\$ 270.00	\$ 270.00
101	HCL Engineering & Surveying, LLC	Sub	Engineering/ Architect Specialist	Level 5, Managerial	\$ 250.00	1.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
102	HCL Engineering & Surveying, LLC	Sub	Engineering/ Architect Specialist	Level 4, Supervisory	\$ 230.00	1.00	\$ 230.00	\$ 230.00	\$ 230.00	\$ 230.00	\$ 230.00	\$ 230.00
103	HCL Engineering & Surveying, LLC	Sub	Engineering/ Architect Specialist	Level 3, Full Experience	\$ 216.00	1.00	\$ 216.00	\$ 216.00	\$ 216.00	\$ 216.00	\$ 216.00	\$ 216.00
104	HCL Engineering & Surveying, LLC	Sub	Engineering/ Architect Specialist	Level 2, Developmetal	\$ 188.00	1.00	\$ 188.00	\$ 188.00	\$ 188.00	\$ 188.00	\$ 188.00	\$ 188.00
105	HCL Engineering & Surveying, LLC	Sub	Engineer	Level 5, Managerial	\$ 164.00	1.00	\$ 164.00	\$ 164.00	\$ 164.00	\$ 164.00	\$ 164.00	\$ 164.00
106	HCL Engineering & Surveying, LLC	Sub	Engineer	Level 4, Supervisory	\$ 140.00	1.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00
107	HCL Engineering & Surveying, LLC	Sub	Engineer	Level 3, Full Experience	\$ 124.00	1.00	\$ 124.00	\$ 124.00	\$ 124.00	\$ 124.00	\$ 124.00	\$ 124.00
108	HCL Engineering & Surveying, LLC	Sub	Engineer	Level 2, Developmetal	\$ 112.00	1.00	\$ 112.00	\$ 112.00	\$ 112.00	\$ 112.00	\$ 112.00	\$ 112.00
109	HCL Engineering & Surveying, LLC	Sub	Engineer	Level 1, Entry	\$ 104.00	1.00	\$ 104.00	\$ 104.00	\$ 104.00	\$ 104.00	\$ 104.00	\$ 104.00
110	HCL Engineering & Surveying, LLC	Sub	Architect	Level 5, Managerial	\$ 210.00	1.00	\$ 210.00	\$ 210.00	\$ 210.00	\$ 210.00	\$ 210.00	\$ 210.00
111	HCL Engineering & Surveying, LLC	Sub	Architect	Level 4, Supervisory	\$ 165.00	1.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00
112	HCL Engineering & Surveying, LLC	Sub	Architect	Level 3, Full Experience	\$ 135.00	1.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00	\$ 135.00
113	HCL Engineering & Surveying, LLC	Sub	Construction Coordinator	Level 3, Full Experience	\$ 125.00	1.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
114	HCL Engineering & Surveying, LLC	Sub	Administrative Support	Level 1, Entry	\$ 105.00	1.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00
115	HCL Engineering & Surveying, LLC	Sub	Contract Administrator/Manager	Level 3, Full Experience	\$ 125.00	1.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
116	HCL Engineering & Surveying, LLC	Sub	Contract Administrator/Manager	Level 4, Supervisory	\$ 125.00	1.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
117	HCL Engineering & Surveying, LLC	Sub	Project Engineer	Level 4, Supervisory	\$ 200.00	1.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
118	HCL Engineering & Surveying, LLC	Sub	Project Engineer	Level 3, Full Experience	\$ 175.00	1.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00

119	HCL Engineering & Surveying, LLC	Sub	Land Surveyor	Level 3, Full Experience	\$ 165.00	1.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00
120	HCL Engineering & Surveying, LLC	Sub	Party Chief	Level 3, Full Experience	\$ 165.00	1.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00
121	HCL Engineering & Surveying, LLC	Sub	Chain/Rod Technical	Level 2, Developmetal	\$ 85.00	1.00	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00
122	HCL Engineering & Surveying, LLC	Sub	Chief Construction Representative	Level 4, Supervisory	\$ 170.00	1.00	\$ 170.00	\$ 170.00	\$ 170.00	\$ 170.00	\$ 170.00	\$ 170.00	\$ 170.00
123	HCL Engineering & Surveying, LLC	Sub	Field Engineer	Level 3, Full Experience	\$ 145.00	1.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00
124	HCL Engineering & Surveying, LLC	Sub	Engineer Technician	Level 1, Entry	\$ 105.00	1.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00
125	HCL Engineering & Surveying, LLC	Sub	Engineer Technician	Level 2, Developmetal	\$ 112.00	1.00	\$ 112.00	\$ 112.00	\$ 112.00	\$ 112.00	\$ 112.00	\$ 112.00	\$ 112.00
126	HCL Engineering & Surveying, LLC	Sub	Engineer Technician	Level 3, Full Experience	\$ 120.00	1.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
127	HCL Engineering & Surveying, LLC	Sub	Engineer Technician	Level 4, Supervisory	\$ 140.00	1.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00
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# POSITION LIST

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

Area of Expertise	Job Title	Description
Administrative	Administrative Support	This position is designed to provide essential administrative support, helping to streamline processes and enhance productivity. By managing various tasks, the Administrative Assistant contributes to the achievement of business goals and the overall efficiency of daily operations. Performs specialized and/or technical support work that requires detailed knowledge of the specialized/technical area.
Architectural Design	Architect	Makes authoritative decisions and recommendations of significant impact on firm's primary architectural activities. Negotiates critical and controversial issues with clients, level architects, engineers, and officers of other organizations and firms. Individual demonstrates high degree of creativity, foresight, and judgment in planning, organizing, and guiding extensive and/or unique architectural programs and activities.
Surveying	Chain/Rod Technical	Stakes out and elevates survey points. Performs maintenance of certain equipment and maintains supplies for survey crew.
Construction	Chief Construction Representative	Plans and coordinates all field-inspection activities and reviews the work of Inspectors to ensure compliance with job specifications. Will prepare summary reports, respond to various problems of Inspectors, authorize expenses and overtime, and assist Resident Engineers in completion of construction work in accordance with design. Requires 10 or more years of experience with some technical training or the equivalent.
ORAT	ORAT Lead	Assigns roles and responsibilities for all members of the ORAT team. Establishes workstreams for the various ORAT tasks and activities. This is a key function of the ORAT team and stakeholders participate to generate the materials necessary to move the ORAT program forward; and ensures awareness of all statutory and regulatory requirements that need to be achieved to put an airport facility into operation. A key part of the success of any ORAT program is early identification of these requirements.
ORAT	ORAT Stakeholder Liaison/Coordinator	Works with the Project Manager and internal teams to identify and document stakeholders using the Business Case as a key reference document. The identification process should be conducted holistically – considering operations, maintenance, and management roles. Acts as the primary ORAT liaison between the PMT and DEN stakeholders to facilitate conversations and dialogue between the PMT and other DEN entities.

Commissioning	Commissioning Agent	Independently performs non-routine and complex commissioning work with responsibility for planning and execution. Executes and delegates objectives from supervisor. Develops and maintains commissioning documentation such as commissioning plans, test plans, test results, observations, issues reporting, recommendations, etc. to verify the project meets the owner's requirements. Sufficiently competent in one or more construction disciplines.
Construction	Construction Coordinator	Position supervises the installation of (discipline) equipment, systems, and components, using the technical knowledge and experience to aid installing contractor. Assures that equipment, systems, and components can be constructed without unnecessary delay. Coordinates scheduling of construction and provides communication with project management regarding progress and conflicts. Provides interpretation of specifications and contracts and monitors the construction process, verifying work completed is in accordance with contract documents.
Construction	Construction Manager	Responsible, through subordinate Resident Construction Managers, for overall management direction of several construction projects. Accountability includes satisfactory completion of construction projects, assuring satisfactory client service, participating in business-development activities, key field-position staffing plans, objectives setting/performance evaluation, and related management activities.
Construction	Construction Manager/Engineer	Responsible for all field-construction activities on a large-scale project. May have own project work force, and will act as prime client contact on construction matters including participation in negotiations and securing client approvals.
Construction	Construction Representative	Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Requires 2 to 5 years of inspection experience in a given discipline of inspection work and/or has the capability to monitor several types of work activity. Requires 2 to 5 years of inspection experience.
Contract Management	Contract Administrator/Manager	Consistent with management's goals, policies, and procedures; will expedite the preparation, review, and execution of contracts for the procurement of goods, materials, or services as related to the construction function. Involves the proper preparation of Preliminary Agreements and Contracts and the obtaining of client approvals. Will assure that all clarifications and amendments of negotiations are incorporated into the final construction contract. Generates, maintains, and updates central contract resource file. Assures that necessary procedural controls exist.
Project Support	Cost/Estimating Engineer	Position involves the preparation of quantity takeoffs (computerized or manual) from which cost database, prices of materials, and labor values can be determined and applied. Requires knowledge of technical methods, procedures, and the types of construction work involved. Requires the capability of applying sound cost-estimation and cost-control methods that are pertinent to the project and the evaluation, analysis, modification, or adoption of standard techniques. The degree of complexity of assignments will be dependent upon experience and technical know-how.
Analytics Development	Data Analyst/Architect	Data model, data mapping, dashboard development, system integration. Performs analytical assessments and evaluations by fulfilling data requests, providing technical and methodological support, and data modeling.

Project Management	Design/Construction Project Manager	Responsible, through subordinate Design/Construction Project Managers, Project Support staff, Inspectors, and others for overall management direction of construction projects. Accountability includes timely and satisfactory completion of design/construction projects, assuring satisfactory stakeholder and sponsor. Responsible for supervising, directing, and coordinating design/construction management of commercial, industrial, and/or municipal projects including direct interaction with stakeholders, designers, and contractors regarding project feasibility, cost, staffing, completion, and maintenance. Will negotiate pricing/fees; formulate and implement budget and work plan; prepare project-status reports; and oversee the review of plans and drawings in accordance with contract documents.
Document Management	Document Controller/Manager	Develop new document control procedures / adjust existing procedures, expertise in record management, manage document repository systems.
Engineering	Engineer	Position is responsible for multiple construction projects or a single project of a large scale requiring multiple disciplines. This includes reviewing design and bid documents; soliciting, receiving, and evaluating contractor bids; supervising construction progress and scheduling; starting up process systems/equipment or turning over to the owner's personnel. Supervises field staff and contractors on the site with responsibility for quality construction in accordance with plans and specifications. Is responsible for approval of change orders, invoices, and payment applications that may include final payment.
Engineering	Engineer Technician	Performs non-routine and complex assignments with responsibility for planning and conducting a complete project of relatively limited scope or a portion of a more-diverse project. Engineer outlines objectives, requirements, and design approaches. Maybe assisted by lower-level Technicians. Reviews and analyzes a large amount of engineering data to determine requirements to meet engineering objectives; may calculate design data; prepares layouts, detailed specifications, parts lists, and procedures, etc.
Engineering	Engineering/ Architect Specialist	Position is responsible for multiple construction projects or a single project of a large scale requiring multiple disciplines. This includes reviewing design and bid documents; soliciting, receiving, and evaluating contractor bids; supervising construction progress and scheduling; starting up process systems/equipment or turning over to the owner's personnel. Supervises field staff and contractors on the site with responsibility for quality construction in accordance with plans and specifications. Is responsible for approval of change orders, invoices, and payment applications that may include final payment.
Construction	Field Engineer	Position monitors the activities of contractors on the construction site within a discipline or multiple disciplines based on experience. Initiates action as required to ensure construction progress in line with overall project schedule and in conformance with the contract documents. Assists Resident Engineer or Construction Manager with coordination of activities. Provides daily inspection of construction activities. Reviews contractors' payment applications, change orders, and equipment-vehicle requests, making recommendations to their supervisor. Schedules equipment and/or material delivery with contractor schedules to meet project schedule.
Construction	Field Superintendent	Responsible for the day-to-day construction activities of contractors on-site with regard to scheduling manpower and expediting receipt of equipment and material utilization at various phases of work. Will review shop drawings, negotiate change orders, resolve contractor conflicts, and provide site coordination on items related to meeting specific cost and time requirements with the contract documents. Requires significant field-construction exposure that may be gained through previous construction experience and/or a degree in engineering with good field/design experience
Quality Assurance	Inspector	Ensures, through testing and observation, that the project construction complies with plans and specifications and that contractor follows the contract documents. Experienced in various disciplines of inspection work and/or has the capability to monitor several types of work activity. Plans and coordinates all field-inspection activities and may review the work of Inspectors to ensure compliance with job specifications. Will prepare summary reports, respond to various problems of construction and assist Project Management staff in completion of construction work in accordance with design.

Engineering	Instrument Technician	Maintains and operates all instruments and measuring devices needed to complete different types of surveying assignments. Has ability to operate the follow equipment: transit, level, the odolites, hp distance meter, ranger, chain, electrotope, and tellurometer.
Interior Design	Interior Designer	Serves as primary contact with clients, consultants, and public agencies on all assigned projects. Determines standards for project development. Requires sub knowledge of architectural contract preparation and use. Organizes and leads contract negotiations while providing leadership to project teams. Responsible developing schedules, manpower allocations, and budgets on all assigned projects
Auditor	Internal Auditor	Is responsible for auditing accounting, financial, and statistical reports and data within the company to ensure the accuracy of information and compliance with established accounting principles and company policies. Is able to conduct audits of a moderately complex nature and provide evaluation of findings. No Bachelor's Degree and 3 to 4 years' experience.
Laboratory	Laboratory Technician	Performs non-routine and complex scientific laboratory assignments with responsibility for planning and conducting complete projects of limited scope or portions of larger and more diverse projects. Can direct and coordinate efforts of other laboratory technicians when required. Fully competent and proficient operating sophisticated scientific equipment, having ability to independently perform complex procedures and techniques with accuracy.
Surveying	Land Surveyor	Responsible for initiating and completing both the preliminary and final land surveys and ensuring that accuracy of surveys reflects the integrity of design and requirements. Is required to be a Registered Land Surveyor with a minimum of 5 years of broad survey experience and some technical-school training. May si activities of survey crews and provide training to staff.
Landscaping	Landscape Architect	Responsible for complex and/or diverse project assignment design and development, and may supervise lesser-experienced staff toward assigned project tas completion.
Construction	Materials Manager	Monitors, reviews, and coordinates all materials movement and storage. May be required to negotiate materials' shipping and arrival times with carriers and intra-facility materials movement. Oversees warehousing of raw materials and finished goods. Reviews accuracy of freight bills and rates for inbound and out shipments. May revise shipping routes for cost-effectiveness, when possible.
Surveying	Party Chief	Organizes and maintains efficiency of field survey crew in completing specific jobs. Accurately calculates and records field data that are clear and understand; Reviews job specifications and determines the best course for completing the fieldwork in an efficient and safe manner. (Is non-registered)

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

Unifier Support/ Primavera P6 Support	Technical Support	Unifier Certification Required. Primavera P6 Certification Required.	
Unifier Development	Unifier Systems Developer	Unifier Certification Required, Business Process Design, Implementation, Testing	

**EXHIBIT C**

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

**NOTICE OF CHANGE TO ROCIP:** DEN reserves the right to terminate or modify the DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice in accordance with the terms and conditions of this Agreement.

**1. General Information**

City and County of Denver and Denver International Airport (hereinafter referred to collectively as “DEN”) has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as “ROCIP”). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. Certain trade contractors and subcontractors are ineligible for this program; see ROCIP Insurance Manual Section 4. Insurance requirements are determined based on the scope of work.

1.2 ROCIP Manuals

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

- [ROCIP Insurance Manual](#)
- [ROCIP Safety Manual](#)
- [ROCIP Claims Guide](#)

**2. Insurance Requirements for Non-ROCIP Contractors and Subcontractors (Ineligible Parties)**

Contractor and subcontractors of any tier shall require all Ineligible Parties, as defined in ROCIP Insurance Manual Section 4 or confirmed as excluded by DEN, to provide and maintain insurance of the type and in limits as set forth in the Contractor Subcontract Agreement and such insurance shall include the minimum defined coverages and be evidenced to DEN as required in this Section 2.

2.1 Certificate Holder

Certificate(s) shall be issued to:	CITY AND COUNTY OF DENVER Denver International Airport 8500 Peña Boulevard, Suite 8810 Denver CO 80249 Attn: Risk Management
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2.2 Acceptable Certificate of Insurance Form and Submission Instructions

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

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: [contractadmininvoices@flydenver.com](mailto:contractadmininvoices@flydenver.com)
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.

- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

## 2.3 Coverage and Limits

### 2.3.1 Commercial General Liability

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

- 2.3.1.1 Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- 2.3.1.2 Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

### 2.3.2 Business Automobile Liability

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

- 2.3.2.1 If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- 2.3.2.2 If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- 2.3.2.3 If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
- 2.3.2.4 If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that one or both of the following coverages are maintained as appropriate: (i) Personal Automobile Liability including a Business Use Endorsement by the vehicle owner and (ii) Non-Owned Auto Liability by the Contractor.
- 2.3.2.5 If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services, this requirement is waived.

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

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

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

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

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

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

#### 2.3.5 Contractor's Pollution Legal Liability

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

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

2.3.5.2 Work site means a location where covered operations are being performed, including real property rented or leased from DEN for the purpose of conducting Contractor's covered operations.

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

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

If required by DEN Risk Management for any specific Excluded Party based on their scope of work, Contractor shall maintain a limit no less than \$1,000,000 each claim and aggregate; \$1,000,000 each claim and aggregate for cyber extortion; and no less than \$250,000 each claim for invoice manipulation and email spoofing.

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

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

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

#### 2.3.7 Unmanned Aerial Vehicle (UAV) Liability

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

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

#### 2.3.8 Excess/Umbrella Liability

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

#### 2.4 Reference to Project and/or Contract

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

#### 2.5 Additional Insured

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

#### 2.6 Waiver of Subrogation

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

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

## 2.7 Notice of Material Change, Cancellation or Nonrenewal

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

- 2.7.1 Such notice shall reference the DEN assigned contract number related to this Agreement.
- 2.7.2 Said notice shall be sent thirty (30) days prior to such cancellation, non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
- 2.7.3 If such written notice is unavailable from the insurer or afforded as outlined above, Contractor and/or its insurance broker/agent shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
- 2.7.4 In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

## 2.8 Cooperation

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

## 2.9 Additional Provisions

- 2.9.1 Deductibles or any type of retention are the sole responsibility of the Contractor.
- 2.9.2 Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
- 2.9.3 Coverage required may not contain an exclusion related to operations on airport premises.
- 2.9.4 A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under any policy requiring Additional Insured status.
- 2.9.5 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by DEN, excluding Professional Liability and Workers' Compensation policies, if required.

- 2.9.6 The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
- 2.9.7 All policies shall be written on an occurrence form when available and industry norm. If an occurrence form is unavailable and/or the industry norm, claims-made coverage may be accepted by DEN provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to DEN, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 2.9.8 Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
- 2.9.9 The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
- 2.9.10 Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
- 2.9.11 The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to the required coverage and premium amounts.
- 2.9.12 No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
- 2.9.13 Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of prior to each policy renewal.
- 2.9.14 Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

## 2.10 Part 230 and the DEN Airport Rules and Regulations

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

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

#### 3.1 Insurance Provided by the DEN ROCIP

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

### 3.2 Enrollment Required

Parties performing labor or services at the Project Site are eligible to enroll in the DEN ROCIP, unless they are Ineligible Parties (as defined in ROCIP Insurance Manual Section 4). Participation is mandatory but not automatic. Parties eligible for enrollment shall follow the procedures and follow the instructions as provided in the DEN ROCIP Insurance Manual to enroll in the program. When the Contractor and subcontractors of any tier are properly enrolled, the DEN ROCIP Administrator will issue a Certificate of Insurance evidencing the coverages afforded to each Enrolled Party under the DEN ROCIP, prior to their commencing Work on the Project Site.

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

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

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

### 3.4 Insurance Premiums

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

### 3.5 Off Site Operations Coverage Under ROCIP

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

### 3.6 DEN ROCIP Insurance Manual

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

3.7 Conflicts

Descriptions of the DEN ROCIP coverages set forth in ROCIP Insurance Manual Section 4.6 are not intended to be complete or meant to alter or amend any provision of the DEN ROCIP insurance policies. The DEN ROCIP coverages, terms, conditions, and exclusions are set forth in full in their respective policy forms. In the event of a conflict or omission between the coverages provided in the DEN ROCIP insurance policies and the coverages summarized or described in the DEN ROCIP Insurance Manual, this Exhibit or elsewhere in the Contract Documents, the DEN ROCIP insurance policies shall govern. In the event of a conflict between the provisions of this Exhibit and the DEN ROCIP Insurance Manual, that does not involve any conflict with the provisions of the DEN ROCIP insurance policies, the provisions of this Exhibit shall govern.

3.8 ROCIP Insurance Coverage Provided to Enrolled Parties

3.8.1 Insurance Provided by DEN

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

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

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

3.8.1.2 Commercial General Liability – On Site Only

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

Coverage	Limit
Annual General Aggregate (Per Project and Reinstates Annually)	\$4,000,000
Products/Completed Operations Aggregate (Per Project and Statute of Repose)	\$4,000,000
Total Products/Completed Operations Aggregate (Statute of Repose)	\$20,000,000
Personal / Advertising Injury Limit	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Legal Liability (any one fire)	\$ 300,000
Medical Payments (any one person)	\$ 10,000

3.8.1.3 Excess Liability Insurance

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

Coverage	Limit
Annual General Aggregate (Per Project and Reinstates Annually)	\$200,000,000
Products/Completed Operations Aggregate (Per Project)	\$20,000,000
Total Products/Completed Operations Aggregate (Policy Cap)	\$400,000,000
Each Occurrence Limit	\$200,000,000

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

3.8.1.4 Contractor’s Pollution Liability

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

3.8.1.5 Builder’s Risk Insurance

DEN shall maintain, Builder's Risk (and/or Installation Floater) in the amount of \$200,000,000 per occurrence subject to various sublimits (as defined in the Builders’ Risk Policy). Such insurance shall end when the first of the following occurs: 1) DEN’s interest in the Work ceases; 2) the policy expires or is cancelled; or 3) the Work is accepted by DEN.

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

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

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

legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

### 3.8.2 Claim Chargeback

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

## 3.9 Other Insurance Provided By Enrolled Parties

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

### 3.9.1 Certificate Holder

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

and

CITY AND COUNTY OF DENVER  
Department of Aviation  
c/o Marsh USA, Inc.  
111 SW Columbia, Ste 500  
Portland, OR 97201

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

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

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoices@flydenver.com  
and DenverAirport.ROCIP@marsh.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

### 3.9.3 Other Insurance Requirements

Enrolled Contractors shall adhere to the same minimum insurance requirements as stated in Section 2 of this exhibit, with the following exceptions:

- Commercial General Liability coverage requirement is Off Site Only

- Workers' Compensation and Employer's Liability coverage requirement is Off Site Only
- Contractor's Pollution Legal Liability is not required

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

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

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

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

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

##### **4.3 Audit**

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

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

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

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

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

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

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

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

### 5.3 Compliance with Conditions

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

### 5.4 Claims Cooperation

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

### 5.5 Monthly Payroll Submission

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

### 5.6 Response to Information Requests

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

### 5.7 Responsibility for Safety

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

### 5.8 Duty of Care

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

## 6. Notices and Costs

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

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

### 6.2 Contractors Responsible for Own Equipment

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

### 6.3 No Release; No Waiver of Immunity

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

### 6.4 DEN Right to Withhold Payments

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

### 6.5 DEN Remedies

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

6.6 Off Site Storage

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

6.7 Partial Occupancy

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

6.8 DEN Right to Exclude Parties from the DEN ROCIP

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

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

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

**7. Definitions**

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

Rolling Owner Controlled Insurance Program (ROCIP): A coordinated insurance program providing certain coverage, as defined herein, for DEN, Contractor and Enrolled Subcontractors, along with their Eligible Employees, performing Work at the Project Site.

Eligible Employees: Employees of the Contractor and Enrolled Subcontractors who are not excluded from the ROCIP under the “Excluded Parties” definition.

Enrolled Parties: The Contractor and those subcontractors that have submitted all necessary enrollment information and been accepted into the ROCIP as evidenced by the issuance of a Certificate of Insurance.

Ineligible/Excluded Parties: Parties not covered by the ROCIP because of ineligibility or DEN explicit exclusion. No insurance coverage provided by DEN under the ROCIP shall extend to the activities or products of the following:

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

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

- Scaffolding contractors (erecting and dismantling scopes of work only)
- Hazardous materials remediation, removal, or transportation companies and their consultants
- Architects, engineers, surveyors and their consultants
- Truckers, haulers, material dealers, vendors, suppliers, and others who merely transport, pick up, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from a Project Site including companies providing supplemental services
- Contractors, subcontractors and subconsultants who do not work at a Project Site
- Employees of an Enrolled Party who either (i) do not work on-site or (ii) occasionally visit a Project Site to make deliveries, pick-up supplies or personnel, to perform supervisory or progress inspections, or for any other reason

- Temporary labor employees (individuals working directly for the Contractor and not procured through a third party such as a Professional Employer Organization)

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

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

**Project Site:** Means those areas designated in writing by DEN in a Contract document for performance of the Work and such additional areas as may be designated in writing by DEN for Contractors' use in performance of the Work. Subject to the ROCIP Insurer(s) written approval, the term "Project Site" shall also include: (1) field office sites, (2) property used for bonded storage of material for the Project approved by DEN, (3) staging areas dedicated to the Project, and (4) areas where activities incidental to the Project are being performed by Contractor or subcontractors covered by the DEN ROCIP Worker's Compensation policy (if included), but excluding any permanent locations of any Enrolled Party.

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

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

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

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

## Exhibit D

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# PROFESSIONAL SERVICES TASK ORDER PROCESS

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Office of Primary Responsibility: Design Engineering and Construction (DEC)  
Supersedes: COMBINES TASK ORDER PROCESS - PROPOSALS AND EXECUTION, JULY 2025, R2 & TASK ORDER PROCESS - SCHEDULING, REPORTING, COMPENSATION, JULY 2025 R2, & PROFESSIONAL SERVICES COMPENSATION PROCESS, MAY 2025, R1  
Certified by: Senior Director, Project Delivery

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## PROPOSALS AND EXECUTION

### TASK ORDER OVERVIEW

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

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

### TASK ORDER REQUEST FOR PROPOSAL

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

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

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## CONTRACTOR TASK ORDER PROPOSAL

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

1. A narrative of the understanding of the requested scope of work, including all assumptions, exclusions, requested expenses, and breakdown of scope of work performed by all subcontractors. The narrative can also include pictures, diagrams, plans, or other means to convey the understanding of the scope of work.
2. A schedule identifying all phases of scope of work.
3. A proposed fee, either as a time-and-materials, not-to-exceed, or as a lump sum/fixed amount for the duration of the scope of work (as specified in the Task Order RFP), inclusive of all annual billable rate adjustments as memorialized in the currently approved *Labor Rates and Classifications Exhibit* to the Agreement (unless otherwise specified in the Task Order RFP). The fee structure for the proposal will be identified and defined in the Task Order RFP.
  - a. A maximum subcontractor markup of five percent (5%).
  - b. An accompanying Task Order Fee Proposal Spreadsheet.
4. Any other proposal requirements identified in the Task Order RFP.

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

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

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

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

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## TASK ORDER ISSUANCE; WORK COMMENCEMENT

### NOTICE TO PROCEED BEFORE WORK COMMENCEMENT

Following the City's acceptance of the Contractor's proposal in response to a Task Order RFP, the Project Manager will provide written notification to the Contractor of such acceptance in the form of an executed Task Order. The Contractor shall not proceed with the work described in the Task Order and the City shall not be obligated to pay Contractor for any work performed until the Project Manager has issued an NTP authorizing the commencement of work under the Task Order.

## CHANGES TO TASK ORDER OF WORK

### CITY INITIATED CHANGES

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

Within fourteen (14) calendar days upon receipt of a Task Order Change RFP, or a duration as defined in writing by the Project Manager, the Contractor shall provide a time and materials, not to exceed fee proposal that includes the following:

1. A narrative of the understanding of the requested change including all assumptions, exclusions, requested expenses, and breakdown of additional scope of work performed by all subcontractors.
2. A revised schedule identifying all phases of the work that demonstrates the proposed changed schedule compared to the original schedule.
3. A completed Task Order Fee Proposal Spreadsheet that clearly demonstrates the proposed changed fee compared to the original fee.
  - a. Information related to the additional fee may potentially include information broken down by personnel, billing rates, requested expenses, schedule, and hours necessary to complete the changed scope of work. This additional information, if required, will be identified in the Task Order Change RFP.

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

### CONTRACTOR REQUESTED CHANGES

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

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Approval of the Contractor's request for changes to a Task Order, if accepted by the City, will be documented by an executed Task Order Amendment. The Contractor shall not proceed with any changed work before receiving such documentation. The City is not obligated to grant any schedule or cost changes or increases.

## TASK ORDER CLOSEOUT

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

Task Order Closeout Documents: Professional Services Affidavit of Completion Letter, Final Statement of Accounting, and any other documents or information required by the Project Manager.

## MISCELLANEOUS REQUIREMENTS

### EXISTING FACILITY INFORMATION

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

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

## SCHEDULING, REPORTING, & COMPENSATION

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

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

## PROGRESS PAYMENT MEASUREMENT

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

1. Lump Sum/Fixed Price: Monthly progress payments will be based on the percent-complete of the lump sum/fixed price for the Task Order scope of work. This percent-complete will include all labor, equipment, materials, or other allowable expenses as defined in the Task Order. Each invoice shall contain an estimate of the percentage complete, and if any other backup documentation is required the backup documentation will be defined in the Task Order.
  - a. Monthly invoices and corresponding payments may be approved up to, but not exceeding, the next identified development milestone. For example, while working toward the submission and approval of the 30% design package, up to 30% of the lump sum may be invoiced and requested for payment. Additional invoices and requests for payments beyond 30% of the lump sum amount will not be approved until the 30% milestone has been accepted by the City.
  - b. Alternatively, if milestones are not defined in the Task Order, the Contractor shall propose for the City's review and approval a monthly payment schedule shall be proposed and accepted by the City prior to the Contractor's issuance of its first invoice
2. Time and Materials, Not to Exceed: Monthly progress payments will be based on the actual number of direct labor hours, approved materials, and other allowable expenses for the period invoiced to perform a Task Order scope of work, in accordance with the approved Task Order Fee Proposal Spreadsheet. Each invoice shall contain a table of costs and hours by each employee which shows actuals, projected (or proposed), percent complete of projected (or proposed), and percent remaining to reach the not-to-exceed amount
  - a. All billable rates and hours contained in time and materials invoices will reflect the annual billable rates established in the Labor Rates and Classifications Exhibit to the Agreement (unless otherwise specified in the RFP). As the "Base Rate" and all subsequent annual rates for subcontractors in the Labor Rates and Classifications Exhibit to the Agreement are the billable rates charged to the Contractor, the allowable subcontractor markup (maximum 5%) will be applied in the monthly invoice

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## INVOICES AND PROGRESS PAYMENTS

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

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

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

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

### *MONTHLY INVOICE NARRATIVE*

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

### *FINAL CLOSE OUT INVOICE*

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

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kind whatsoever, known or unknown, suspected or unsuspected. Final closeout invoice is due no later than 30 days after written notification of Task Order completion from the Project Manager and shall also include a written Affidavit of Completion, certifying all services under the Task Order have been completed, and a Final Statement of Accounting, summarizing all payments made to date, final amount due, and any unused Task Order funds to be unencumbered.

## ALLOWABLE OVERHEAD (INDIRECT COSTS)

All allowable indirect general and administrative overhead expenses (O.H.) are either (i) incorporated in the labor rates and classifications or (ii) calculated by applying the overhead multiplier factor against core staff wage reimbursements. The applicable method of allocating O.H. shall be specified in the Task Order.

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

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

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

## NON-ALLOWABLE OVERHEAD (INDIRECT COSTS)

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

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## EXPENSES (OTHER DIRECT COSTS)

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

### *EXPENSES GREATER THAN \$500*

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

### *TRAVEL AND AIRFARE*

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

### *RENTAL CAR*

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

### *LODGING RATE / NIGHT*

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

### *MEALS*

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

### *NON-ALLOWABLE EXPENSES*

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

## DEC PROJECT MANAGER DISCRETION

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

## REFERENCED FORMS

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

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

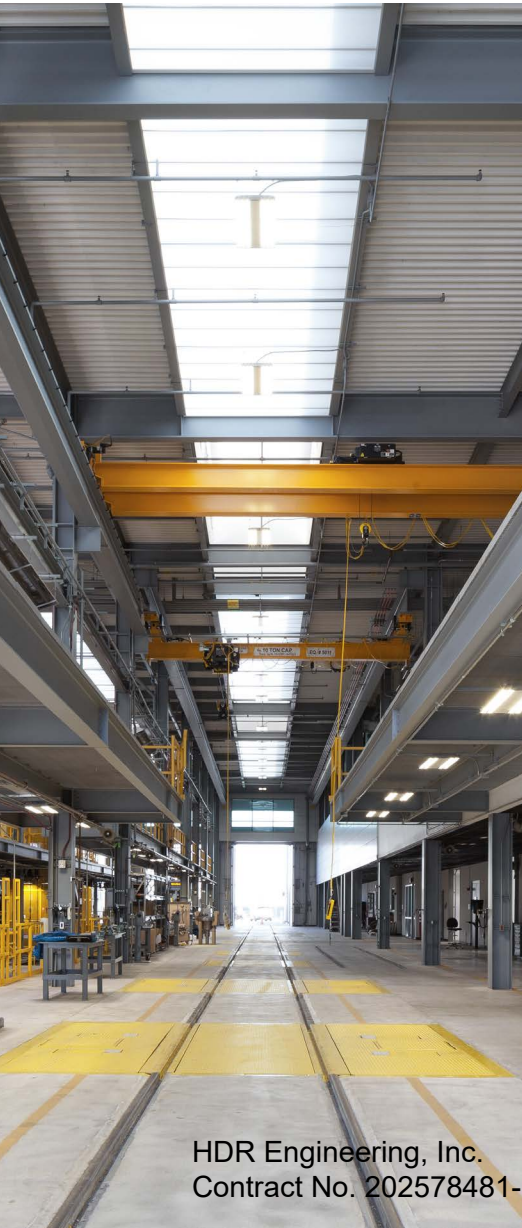
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# END OF EXHIBIT



# 02 DEN Equity, Diversity, and Inclusion Plan



# 02 / DEN Equity, Diversity, and Inclusion (EDI) Plan



**Mike Washington**  
**MWBE Liaison**

Mike.Washington@  
hdrinc.com  
312.543.6317

HDR’s Mike Washington will serve as the MWBE Liaison for this project. We have intentionally elevated this role to verify that our MWBE subconsultants are provided with meaningful opportunities on this contract and also have representation at the leadership level. In this role, Mike will:

- Lead the implementation of our EDI plan, verifying that we are meeting our obligations to our MWBE subconsultants.
- Proactively engage our MWBE subconsultants to understand their capabilities and business goals and help our project leadership verify that MWBEs receive project opportunities that will help them grow.

*HDR’s EDI Plan begins with Mike Washington and Project Manager Ruth Krieger. Ruth and Mike will be jointly responsible for adherence to the Plan throughout the contract.*



Each year, HDR hosts a DBE Open House at our Denver Office to build relationships with both new and existing MWBE partners. We present opportunities for collaboration and encourage cross-networking between the firms in attendance. This year’s event is taking place on May 14th.

## Strategies for Enhancing EDI Engagement

Our MWBE engagement for this project began months ago when we learned that the RFP would be issued in early 2025. As we do for each of our projects, we took a multi-tiered approach to evaluating potential teaming partners, considering:

01. Existing DEN MWBE firms you know and trust, leveraging their experience to help drive efficiency.
02. Denver metro area MWBEs that haven’t yet worked at DEN, creating greater opportunities for local firms.
03. DBE firms new to HDR who bring valuable insight and experience, and provide DEN with additional horsepower to get projects done.

HDR maintains relationships with a large number of MWBEs throughout Colorado, and we consistently work to identify opportunities for others if they can bring value to DEN. We are dedicated to providing MWBEs with meaningful project roles, helping expand their services and grow their businesses. **For this contract, we decided to partner with six MWBE firms: Connico, Granite Engineering Group, Group14 Engineering, HCL Engineering and Surveying, Killebrew & Killebrew, and PK Electrical.**

For MWBE firms not selected for this opportunity, we have created an internal database of their firm information, experience, and qualifications for possible coordination on future contract opportunities. Should the need arise to bolster our current team on task orders, these firms will be our first choice to supplement and support our team.

**To continuously seek out new MWBE firms, our team is active in professional trade organizations in the industry.** We have been a Premier sponsor for the Women’s Transportation Seminar (WTS) for several years. We are proud to support and participate in this organization, whose mission is to “attract, sustain, connect and advance women’s careers to strengthen the transportation

industry.” Through the committees and events we are involved with, we are able to network with new MWBE firms and exchange ideas about the industry, our clients, and upcoming opportunities.

Similarly, we are members of the Institute of Transportation Engineers, American Council of Engineering Companies, Conference of Minority Transportation Officials (COMTO), and American Society of Civil Engineers. These organizations maintain robust membership lists and provide networking opportunities that allow us to engage new MWBEs.

**These opportunities are the foundation of our ability to build real relationships over time with new MWBE firms and to identify opportunities to work together.**

When selecting new MWBE partners, we consider several factors. First, we assess the potential for meaningful work to be available to the MWBE based on their areas of expertise. Second, we consider how many firms with similar expertise we could engage. Having too many firms with similar expertise often results in making firms spend considerable time on proposal and contract paperwork but ultimately not receiving much work from the contract, which is a situation we like to avoid. For new DBE firms, we evaluate their qualifications, work history, and references to verify we are teaming with businesses that prioritize quality, client service, and efficient delivery.

## Technical Assistance & Support Services

### Sponsorship

*HDR sponsors MWBE firms through:*

- Center of Excellence in and Equity in Aviation
- Business Development Training Academy (BDTA)
- CDOT Mentor/Protégé Program
- Informal mentor/protégé relationships

HDR’s long history of MWBE sponsorship includes formal programs as well as hands-on development on projects. In addition to continuing current sponsorship efforts, we will use this contract as an opportunity to continue helping our team of MWBEs build and maintain their businesses. HDR professionals also maintain informal mentor/protégé relationships with many MWBE firms in the state. We regularly meet with these firms to discuss their business goals and challenges and check in regarding upcoming teaming opportunities. Though casual in nature, these relationships result in multiple teaming opportunities every year for a variety of clients.

### DEN ACADEMY: MENTORING FUTURE AVIATION LEADERS

In June 2022, HDR hosted the DEN Academy, which introduces 7th - 10th grade students to a variety of aviation career paths. HDR helped students evaluate a sustainability project by showing them how we work through an alternatives analysis process to identify the best solution tailored to the issues of a unique challenge.

### Support Services

HDR also frequently works as a subconsultant to smaller firms, supporting these firms as they lead larger projects. **We have used this approach recently on DEN’s Peña Boulevard project, where we are a subconsultant to Peak Consulting Group, LLC. Typically, these firms have a specific discipline, which in PEAK’s case is delivery of NEPA services, and HDR can support with civil design services, allowing these firms to prime larger multidisciplinary projects.** Similarly, Basis Partners, an MWBE firm, is currently the prime contractor on the CDOT R2 8-Mile Hill Design Engineering Services project. HDR is serving as a subconsultant providing strategic communications services for minority and low income communities. This project gives us an opportunity to continue building a strong relationship with Basis and provides a platform for on-project mentoring.

## Networking with Other Contractors or Consultants

As part of this contract, we propose quarterly calls that Mike will coordinate. **We will invite team members, both MWBE and non-MWBEs, giving MWBEs an opportunity to network with other contractors, consultants, and HDR staff to learn about additional projects that HDR and our partners are pursuing.** This provides the opportunity to strengthen our contractual relationships with the MWBE community.

## Networking with DEN

We will identify opportunities for our MWBE subs to meet with the airport project managers, and work with them to be prepared with poignant questions and ideas about upcoming opportunities and how to best position their companies for success in pursuing DEN opportunities. As part of our mentoring, Mike and HDR will hold group sessions to cover the following:

- Elevator pitch
- Review and development of MWBE Capabilities sheet
- Development of MWBE value proposition
- Participation in industry partnership conferences and events (COMTO-Colorado, WTS, AMAC, HCC, Black Chamber of Commerce, etc.)
- Various Chamber of Commerce and Association meetings and events
- DEN sponsored meetings

## Procurement Process

As mentioned previously, our procurement process began months prior to the release of the RFP. HDR participated in BDTA, several Taking Flights webinars, as well as Meet the Primes events to introduce our firm and provide MWBEs with opportunities to engage with us directly to pursue this and other contracts.

Our MWBE procurement process is actually quite simple: there is no formal process. We understand that, for a small business, being required to step through a larger firm's internal bureaucracy can waste valuable time and resources when trying to join a team and grow their business. To prevent the need to jump through unnecessary hoops, HDR's project managers and other leadership open the door for subconsultants to communicate directly with whomever they have a relationship within our organization. There is no "chain of command" to follow if a MWBE wants to learn more about our firm or opportunities to partner. **When certain administrative issues must be handled (e.g., finalizing a contract), we work hand-in-hand with our partners to walk them through that process as quickly and efficiently as possible, so they can focus on growing their firm.**

## Communication and Proposer Management

At the beginning of the contract, Mike will engage with our MWBE firms to continue building relationships and learn their long-term business goals. **Mike will work with the MWBEs and project leadership to pair MWBE partners with key HDR team members who share a background in their area of expertise in order to help them demonstrate and build their technical expertise while supporting their progress toward meeting their own longer term business objectives.**

We intentionally structured our team to remove barriers and provide MWBEs with direct communication to our project leadership. While our organization chart shows a traditional hierarchical structure, our team dynamic is much more fluid. To foster open team communication, our MWBEs are welcome to communicate directly with Ruth, Will, Ron, Ken, or anyone on the team. In addition, having a dedicated lead for our EDI plan offers our team of MWBEs a trusted resource that has their best interests in mind and can also act as a resource for voicing concerns.

## Dispute Resolution

**Our rigorous approach to dispute management begins with a robust monitoring and tracking program that is conducted on an ongoing basis and designed to identify issues and concerns as they arise and before they become major problems that may have a negative impact on a project.** A monthly reporting template is used to track subconsultant progress, conduct month-to-month comparisons and report outstanding issues, concerns, and progress immediately and directly with involved parties. This activity

allows HDR to identify MWBE subconsultant needs early in the process and to develop mentoring and mitigation plans to support successful outcomes for MWBEs and the project as a whole. If a dispute does arise, HDR will pursue standard measures to mitigate the issue and effectuate changes to prevent any recurrences. These include fact-finding interviews and meetings to determine the cause of the dispute; verifying and confirming with all parties the presumed cause of dispute; informing DEN of issues or concerns and preparing a mitigation plan acceptable to DEN contract leadership; implementing the approved plan; and clarifying communications processes to verify that parties are aware of and buy in to approaches to dispute avoidance and mitigation.

**Safety Requirements**

HDR will hold MWBEs to the same safety requirements as our own employees and other subconsultants. We will develop project-specific safety plans with key elements such as emergency access to and from the site, locations of emergency facilities, contact information to emergency response teams, and project specific safety elements that identify hazards, appropriate actions, and required training.

**Safety will be a topic addressed at regular progress meetings to identify project specific issues and plan procedures and review safety protocols to safety.** HDR works under a drug free environment and requires drug testing as a prerequisite to hiring. We randomly drug test existing employees. HDR construction employees regularly receive OSHA, CPR, First Aid, ATSSA, and confined space training.

**Performance and Schedule Expectations**

During contracting, we will work closely with our MWBE partners to verify that we are providing clear, consistent scope, schedule, and budget information to DEN. **We will make special efforts to engage our MWBE partners to develop a consistent QC process of their submittal materials and have adequate budget for their assigned tasks.**

During the subcontracting process, we will provide MWBEs with a separate document explaining invoicing requirements, including our obligations to them under Prompt Pay. These include the requirement and format for monthly progress reports, including percent complete toward their budget and indication if they are on, ahead, or behind their anticipated schedule and budget. It will also include invoice submittal to dates to verify that they are paid in accordance with Prompt Pay requirements.

**ONGOING TEAM COORDINATION.** At notice to proceed, we will schedule regular meetings for the duration of the project with the team, typically monthly, depending on project requirements. Meeting participants, including MWBEs, will review progress, schedule, and budget status.

**As part of our routine project management, we maintain a database tracking our MWBE commitments and progress toward meeting them.** We hold monthly check-ins with our controllers to track expenditures and check those burn rates against expected labor, expense, and subconsultant budgets. If MWBE expenditures are falling behind the expected pace, the project manager will contact the MWBE to determine the problem and discuss a remedy. If scope or budget changes are needed, Ruth will alert DEN to discuss and resolve concerns.

**CONTRACT COMPLIANCE.** Ruth and Mike will monitor contract compliance regularly. Monthly numbers will be updated in our tracking system, similar to what we currently provide on our CCD and CDOT on-calls.

**PROGRESS REPORTING.** HDR will maintain transparent reporting with DEN, providing monthly updates that include progress toward meeting MWBE utilization requirements.

**Built-In Opportunities for MWBE Mentorship**

As previously mentioned, we have intentionally structured our team to include HDR staff who will partner with our MWBE team members who share in their area of expertise, providing the opportunity to engage in an “unofficial” mentor/protege dynamic. This approach not only strengthens our work product by encouraging knowledge-sharing and an added layer of quality control, it also allows for more dynamic relationship-building. We believe that the more people at HDR who are familiar with our MWBE partners, the more opportunities there are for them to participate in future projects. By encouraging collaboration, HDR staff are also able to learn from the unique perspectives that MWBE partners bring to the table. The diagram on the following page details how we have structured this relationship.

### Mentor / Protégé Sponsorships

#### FIRE LIFE SAFETY



Ricardo  
Gonzales

#### STRUCTURAL



Nick  
Burdette

#### SUSTAINABILITY



Josh  
Greenfield

#### GEOTECHNICAL



David  
Crotsley

#### ELECTRICAL



Paul  
Soleyn

## Past Performance

HDR recognizes that MWBE firms play a critical role on our projects. As smaller, specialty firms, they bring a unique perspective and approach to each project and can often provide more value to clients than a team comprised solely of larger firms. For this contract, we have partnered with a number of MWBEs with which we have deep working relationships, as well as newer MWBE firms we believe will bring significant value to DEN.

### HDR's MWBE Past Performance Record

Contract and MWBE Goal Achievement	MWBE Support Provided
<b>CCD, DOTI Engineering On-Call</b> <b>Goal: 15%</b> <b>Achieved: 23%</b>	As our strategic teaming partner, MWBE firm Apex increased its staff from 26 to 50 employees during the contract. We also brought on new MWBE partners, including Y2K, which we are currently working with on multiple municipal projects.
<b>Colorado Department of Transportation, Off-System Bridge Inspections</b> <b>Goal: 12%</b> <b>Achieved: 20%</b>	HDR has provided CDOT with bridge inspection and load rating analyses for several years. We have committed to give our MWBE partner, San Engineering, a minimum of 12% of every task order. If scour analysis is needed, we give the majority of the task order to Hydrau-Tech, Inc., another MWBE partner. Overall, we have achieved 20% DBE utilization on this contract, far exceeding the 12% goal.
<b>Broward County Aviation Department General Engineering Consultant</b> <b>Goal: 35%</b> <b>Achieved: 36%</b>	Through the use of ProjectWise, provided to our MWBE partners free of charge, we brought them into the world of cloud collaboration. This allows the team to work in the same system and files simultaneously. It also helps with QC; the team can detect issues and clashes ahead of time.
<b>Philadelphia International Airport, On-Call Civil Engineering Services</b> <b>Goal: 32%</b> <b>Achieved: 40%</b>	HDR helped introduce MWBE firms RJ Arora and RDM to a new client. They also actively participated in client meetings as subject matter experts.

## Proposer’s Culture

We know a variety of perspectives makes our company stronger. Our employee makeup includes different generations, gender expressions, races, nationalities, sexual orientations, abilities, religions, and ethnicities who work together to deliver one-of-a kind services to our clients. **In 2020, we launched formal employee network groups (ENGs) to broaden awareness and promote inclusion.** Our efforts include:

- A training program to help heighten awareness of unconscious biases.
- A web-based tool to prepare our team members for working in other countries and with other cultures.
- Cultivating a more diverse workforce through key partnerships with universities and local schools that support students in math, engineering, and science.

We also have two key leadership positions focused on inclusion and diversity. HDR’s Global Director of Inclusion & Diversity, Abraham Carrillo, leads our strategy and initiatives to empower employees. HDR’s Transportation Equity Director, Cathy LaFata, is currently developing practices across HDR’s transportation business to help clients integrate equity and environmental justice to their programs and projects.

**We take pride in supporting efforts to better our communities.** The HDR Foundation helps communities in need through donations, volunteering, and not-for-profit annual grants to qualified organizations that support education, healthy communities, and environmental stewardship. Additionally, HDR engages with Denver area students to build awareness around STEM careers through class visits, office mentoring sessions, and internships.

## Future Initiatives

In the next five years, HDR will continue and build upon the activities described in this section to promote equity, diversity, and inclusion in the workplace, our community, and projects. Recently, HDR has focused on expanding supplier equity, diversity, and inclusion in Canada with Indigenous and Aboriginal business inclusion on Canadian projects. Additionally, we upgraded our Business Intelligence (BI) system supplier diversity reports to improve tracking and reporting capabilities linked with procurement. We continue to expand socioeconomic categories and ethnicity tracking to meet client reporting requirements. Another goal in the upcoming years is to develop a Supplier Diversity Inclusion Annual Report that will be included with our Employee Diversity & Inclusion Annual Report.

### *Recently, the HDR Foundation granted funding to local organizations that support underserved communities, including:*



**All Kids Bike** is a national movement led by the Strider Education Foundation to place Kindergarten PE Learn-To-Ride Programs into targeted public schools for free. Each school receives the equipment and training needed to implement the program, including 24 Strider 14x balance bikes, 24 pedal conversion kits, 24 fully adjustable helmets, a 20- inch instructor bike and a five-year support plan. Three school districts in Colorado were selected.



**Denver Urban Gardens** received a community grant to support their mission of providing the access, skills, and resources for people to grow healthy food in their community. HDR’s Denver office regularly engages in garden clean-ups throughout Denver and Aurora communities.

**EXHIBIT G**

**REQUEST FOR PROPOSALS**

**202578481: HDR ENGINEERING, INC.**

**AGTS Maintenance Facility Expansion**

**Incorporated by Reference as found in File #20260012  
at the Denver Office of the Clerk and Recorder**